

AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING

TUESDAY, DECEMBER 13, 2022, 6:00 P.M.

CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

The Community Vision

Kerrville will be a vibrant, welcoming and inclusive community that:

- *Respects and protects the natural environment that surrounds it;*
- *Seeks to attract economic growth and development;*
- *Provides opportunities for prosperity, personal enrichment and intellectual growth for people of all ages; and*
- *Does so while preserving the small-town charm, heritage, arts and culture of the community.*



Kerrville2050



CITY COUNCIL MEETING AGENDA
DECEMBER 13, 2022, 6:00 PM
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS



**Council Meeting Procedures, City Council and City Staff Safety Measures, and
Citizen Participation Guidelines**

COVID-19 (Coronavirus) provides a unique concern in that gathering members of the public, City Council, and City staff within a physical setting constitutes a public health risk. Taking this into account, standard safety protocols will be observed by City Council, City staff, and citizens/visitors attending the meeting. Masks are voluntary and highly encouraged. Visitor seating will be designated.

Citizens may view and hear City Council meetings on Spectrum Channel 2 or by live-streaming via the City's website (www.kerrvilletx.gov). City Council meetings are recorded and the recordings are posted on the City's website.

Citizens wishing to speak during a meeting shall submit a completed "speaker request form" to the City Secretary before the item is introduced, but are encouraged to submit the form before the meetings begin. Each speaker is limited to four minutes.

Thank you for your participation!

CALL TO ORDER: By Mayor Judy Eychner

INVOCATION AND PLEDGE OF ALLEGIANCE: Led by Mayor Eychner

1 ANNOUNCEMENTS OF COMMUNITY INTEREST: Announcement of items of community interest, including expressions of thanks, congratulations, or condolences; information regarding holiday schedules; honorary recognitions of city officials, employees, or other citizens; reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by city officials or employees; and announcements involving imminent threats to the public health and safety of the city. No action will be taken.

2 PRESENTATIONS:

2.A Kerrville Kindness award recognizing the Citizen Police Academy Alumni and Volunteers, and the Blue Santa program.

2.B Proclamation recognizing the "Christmas in Kerrville" poem author.

2.C Texas American Planning Association Award to the City in recognition of the City's implementation of its Kerrville 2050 Comprehensive Plan.

3 VISITORS/CITIZENS FORUM: Any citizen with business not scheduled on the agenda may speak to the City Council. Prior to speaking, each speaker must fill out the speaker request form and give it to the City Secretary. The speaker request form must be submitted 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: These items are considered routine and can be approved in one motion unless a Councilmember asks for separate consideration of an item. It is recommended that the City Council approve the following items which will grant the Mayor or City Manager the authority to take all actions necessary for each approval:

4.A Resolution No. 80-2022. A Resolution ordering that a General Election be held on May 6, 2023, for the election of two Councilmembers for Place 1 and Place 2; providing details relating to the holding of such election; authorizing the Mayor to enter into an agreement with the Kerr County Elections Officer for the holding of the election; and providing other matters related to the subject.

[Attachment: 20221213_Reso 80-2022 General Election 5-06-23.pdf](#)

KERRVILLE 2050 4.B Resolution No. 81-2022. A Resolution establishing the City's intent to become certified as a Dark Sky Community.
[Attachments: 20221213_Reso 81-2022 Intent Certified Dark Sky Community.pdf](#)
[20221213_Letter of Support HCA Reso 81-2022.pdf](#)

4.C Grant Funding Purchase of VirTra Training Simulator and Equipment.
Attachments: [20221213_VirTra V100 US Service Plan and Warranty Provisions.pdf](#)
[20221213_Service Agreement VirTra Training 120822.pdf](#)

4.D Approval of Zoning Board of Adjustment Rules of Procedure.
Attachments: [20221213_ZBA Rules of Procedure.pdf](#)



4.E Contract with Recon Infosec for Managed Detection and Response (MDR) services through the TIPS purchasing contract, for the amount of \$60,486 per year.
Attachments: [20221213_Contract Recon Info Sec cybersecurity system 112922.pdf](#)



4.F Construction Agreement with Alsay Incorporated for the Water Well No 9 (H Street) Improvement Project in an amount of \$294,000.
Attachments: [20221213_Letter Recommendation H Street Well.pdf](#)
[20221213_Bid Summary H Street Well.pdf](#)



4.G Amendment to Lease Agreement for 715 Water Street with Kerrville's Fourth on the River (Arcadia Live).
Attachment: [20221213_Contract Office Lease Fourth on the River Inc.pdf](#)

4.H City Council meeting minutes, November 08, 2022.
Attachment: [20221213_Minutes CC meeting 11-08-22 6pm.pdf](#)

END OF CONSENT AGENDA.



5 PUBLIC HEARINGS AND RESOLUTIONS:

5.A Resolution No. 82-2022. A Resolution granting a Conditional Use Permit to authorize an Independent Living Facility for Seniors on property generally located adjacent to Memorial Boulevard (SH 27) and between its intersection with Meeker Road and Laurel Street; comprising an approximate 0.53 acres and more commonly known as 2916 Memorial Boulevard; said property is located within a Light Commercial Zoning District (C-2); and making said permit subject to certain conditions and restrictions.
Attachment: [20221213_Reso 82-2022 CUP 2916 Memorial Boulevard.pdf](#)

5.B Resolution No. 83-2022. A Resolution granting a Conditional Use Permit to authorize a Short Term Rental on the property consisting of Lot H, Block 5, Pueblo Hills Addition; and more commonly known as 1916 Leslie; said property is located within a Medium Density Residential Zoning District (R-2); and making said permit subject to conditions and restrictions.
Attachments: [20221213_Reso 83-2022 CUP 1916 Leslie.pdf](#)
[20221213_Letters opposed - Anderson Bierschwale Schwethelm 1916 Leslie.pdf](#)

5.C Resolution No. 84-2022. A Resolution granting a Conditional Use Permit for a Short Term Rental on the property consisting of Lot F, Block 5, Pueblo Hills Addition; and more commonly known as 1924 Leslie; said property is located within a Medium Density Residential Zoning District (R-2); and making said permit subject to conditions and restrictions.
Attachment: [20221213_Reso 84-2022 CUP 1924 Leslie.pdf](#)
[20221213_Letters opposed - Anderson Bierschwale Fields Hines Ivy Schwethelm 1924 Leslie.pdf](#)

5.D Resolution No. 85-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 14, Block 2, Galleria Estates Addition; and more commonly known as 811 Lloyd; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to conditions and restrictions.
Attachments: [20221213_Reso 85-2022 CUP 811 Lloyd.pdf](#)
[20221213_Letter in favor - Schwartzkopf - 811 Lloyd.pdf](#)

5.E Resolution No. 86-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lots 4, 5, & 6, Block 8 Hillcrest Addition; and more commonly known as 1001 Prescott; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to conditions and restrictions.
Attachments: [20221213_Reso 86-2022 CUP 1001 Prescott.pdf](#)

- 5.F Resolution No. 87-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 3, Block 1, Jenkins Addition; and more commonly known as 3410 Riverside; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to conditions and restrictions.
[Attachments: 20221213_Reso 87-2022 CUP 3410 Riverside.pdf](#)
[20221213_Letter in favor - Andrus - 3410 Riverside.pdf](#)
[20221213_Letter opposed - Arredondo - 3410 Riverside.pdf](#)

6 PUBLIC HEARING AND ORDINANCES, FIRST READING:

- 6.A Ordinance No. 2023-01. An Ordinance annexing a track of land into the corporate limits of the City of Kerrville, Texas; such property making up approximately 4.45 acres and generally located adjacent to and South of Kerrville Schreiner Park; more commonly known as 2511 State Highway 173 (Bandera Highway); such property more specifically described in this ordinance and being located within the Extraterritorial Jurisdiction of and adjacent to the City Limits; adopting a Service Agreement; establishing the Zoning for the annexed property as a Mixed Use (MU) Zoning District; and providing other matters relating to this subject.
[Attachments: 20221213_Ord 2023-01 2511 State Hwy 173 Zoning.pdf](#)
[20221213_Petition annexation.pdf](#)

- 6.B Ordinance No. 2023-02. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas; by changing the Zoning of an approximate 0.63 acre property known as 226 and 228 W. Main; from a Planned Development Zoning District (PDD) to a Light Commercial Zoning District (C-2); and providing other matters relating to the subject.
[Attachment: 20221213_Ord 2023-02 Zone Change 226 and 228 W Main.pdf](#)

7 ORDINANCES, SECOND READING:

- 7.A Ordinance No. 2022-32, second reading. An Ordinance annexing a tract of land into the corporate limits of the City of Kerrville, Texas; such property making up approximately 11.93 acres and generally located south of the intersection of State Highway 27 and Colvin Ranch Rd.; more commonly known as 5269 State Highway 27; such property more specifically described in this Ordinance and being located within the extraterritorial jurisdiction of and adjacent to the City Limits; adopting a service agreement; establishing the zoning for the annexed property as an Industrial and Manufacturing (IM) Zoning District; and providing other matters relating to this subject.
[Attachments: 20221213_Ord 2022-32 Annex Zone 5269 State Hwy 27 second reading.pdf](#)
[20221213_Ingram_Subdivision_Waiver withdrawal_120922.pdf](#)

- 7.B Ordinance No. 2022-30, second reading. An Ordinance creating a new Chapter 80 "Short-Term Rental Units"; requiring permitting for Short-Term Rental Units; containing a cumulative clause; containing a savings and severability clause; providing for penalties not to exceed \$2,000.00; ordering publication; providing an effective date; and providing an effective date; and providing other matters related to the subject.
[Attachment: 20221213_Ord 2022-30 Creating new chapter 80 STR.pdf](#)

- 7.C Ordinance No. 2022-33, second reading. An Ordinance amending Chapter 102 "Traffic and Vehicles," Section 102-1 "Definitions" of the Code of Ordinances of the City of Kerrville, Texas by revising the definitions of "Excessive or Unusual Noise" and "Noisemakers" in their entirety; containing a savings and severability clause; providing an effective date; ordering publication; and providing other matters relating to this subject.
[Attachment: 20221213_Ord 2022-33 Excessive or Unusual Noise -vehicles second reading.pdf](#)

8 CONSIDERATION AND POSSIBLE ACTION:

- 8.A Construction Agreement with D&D Contractors, Inc. for the Westminster Street Reconstruction project in the amount of \$1,846,158.40.
[Attachments: 20221213_Bid summary revised Westminster.pdf](#)
[20221213_Westminster BID Recommendation.pdf](#)

- 8.B Authorization to negotiate a Design-Build contract for the Heart of the Hills Heritage Center.

- 8.C Project funding agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas; for the development and construction of an extension to the City's River Trail from the Tranquility Island bridge to the scenic downtown overlook (pavilion).

Attachment: [20221213 EIC Funding Agreement River Trail ext - map estimate.pdf](#)

- 8.D Funding application to the City of Kerrville, Texas, Economic Improvement Corporation, for the creation of a concept feasibility study for extensions of the Kerrville River Trail around Nimitz Lake in the amount of \$182,800.

Attachment: [20221213_River Trail West Concept Proposal.pdf](#)

- 8.E Resolution No. 88-2022. A Resolution amending The City of Kerrville Fee Schedule by adopting fees to be charged for each initial application and renewal application for Short-Term Rental Units.

Attachment: [20221213_Reso 88-2022 Amending COK Fee Schedule STR.pdf](#)

9 INFORMATION & DISCUSSION:

- 9.A Fiscal Year 2022 -Year End Financial Report, and FY2023 Financial Report 10-31-2022.

Attachment: [20221213_Presentation financial.pdf](#)

10 BOARD APPOINTMENTS:

- 10.A Appointment to the Food Service Advisory Board.

- 10.B Appointment(s) to the Library Advisory Board.

- 10.C Appointment(s) to the Parks & Recreation Advisory Board.

- 10.D Appointment(s) to the Recovery Community Coalition.

- 10.E Appointment(s) to the Planning & Zoning Commission. (Item eligible for Executive Session 551.074).

- 11 EXECUTIVE SESSION:** *City Council may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above if they meet the qualifications in Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel/officers), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Texas Government Code. City Council also reserves the right to meet in executive session on the following issue(s):*

- 11.A Appointment(s) to the Planning & Zoning Commission. (551.074)

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

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

ADJOURN.



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

SUBJECT: Kerrville Kindness award recognizing the Citizen Police Academy Alumni and Volunteers, and the Blue Santa program.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 16, 2022

SUBMITTED BY: Mayor Judy Eychner, Police Chief Chris McCall

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

The City of Kerrville recognizes the actions of an individual or entity performing acts of kindness in the City.

RECOMMENDED ACTION:

Present award.



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

SUBJECT: Proclamation recognizing the "Christmas in Kerrville" poem author.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 16, 2022

SUBMITTED BY: Mayor Judy Eychner

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

The City of Kerrville gathered poems from citizens. Citizens then voted on their favorite poem capturing the meaning of a "Christmas in Kerrville". Citizens recognized this author's creative writing which described all the beauty, warmth, and charm of our wonderful City.

RECOMMENDED ACTION:

Present proclamation.



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

SUBJECT: Texas American Planning Association Award to the City in recognition of the City's implementation of its Kerrville 2050 Comprehensive Plan.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 21, 2022

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

The Texas Planning Awards Program recognizes outstanding efforts in planning achievements and planning leadership in Texas. These awards represent the state's highest planning honors. The Awards Selection Committee evaluated nominees based on originality and innovation, engagement, implementation and effectiveness, quality, and promotion of planning.

"These awards recognize the great planning efforts taking place in Texas," said Heather Nick, AICP, President of APA-Texas. "The recipients and their projects demonstrate some of the best practices of community planning and will serve as examples for other communities across the state and nation."

Implementation

Recognizing an effort that demonstrates a significant achievement for an area—a single community or a region—in accomplishing positive changes as a result of planning.

- [Kerrville 2050 Implementation Plan - Gold](#)

RECOMMENDED ACTION:

Present recognition.



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

SUBJECT: Resolution No. 80-2022. A Resolution ordering that a General Election be held on May 6, 2023, for the election of two Councilmembers for Place 1 and Place 2; providing details relating to the holding of such election; authorizing the Mayor to enter into an agreement with the Kerr County Elections Officer for the holding of the election; and providing other matters related to the subject.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 17, 2022

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

A Resolution to order a General Election to be held Saturday, May 6, 2023; electing the Councilmember Place 1 and Councilmember Place 2.

The period for filing an application for place on the ballot is January 17, 2023 through February 17, 2023.

The City Secretary recommends the following:

EARLY VOTING: located at the Cailloux City Center, 910 Main Street, Kerrville.

- Monday, April 24, 2023 through Friday, April 28, 2023
- Monday, May 01, 2023 and Tuesday, May 02, 2023

ELECTION DAY: located at the Cailloux City Center, 910 Main Street, Kerrville.

- Saturday, May 6, 2023 7:00 a.m. to 7:00 p.m.

EARLY VOTING CLERK: Bob Reeves, Kerr County Tax Assessor/Collector is appointed Early Voting Clerk; and applications for ballot by mail be addressed to Bob Reeves, Attn Early Voting Clerk, Kerr County Courthouse, 700 Main Street. Applications for ballot by mail must be received no later than April 19, 2023 at 4:30 p.m.

ELECTION JUDGE AND OFFICERS: for the polling place and the Early Voting Ballot Board

shall be appointed in accordance with the provisions of the joint election agreement for the conducting of the election on the aforesaid election date with Kerr County.

OFFICIAL CANVASS of the election be held Tuesday, May 16, 2023.

NOTE: This item is historically place don Consent, as this item is an annual routine item.

RECOMMENDED ACTION:

Approve Resolution No. 80-2022, and authorize the Mayor to enter into an agreement with the Kerr County Elections Officer.

ATTACHMENTS:

[*20221213_Reso 80-2022 General Election 5-06-23.pdf*](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 80-2022**

A RESOLUTION ORDERING THAT A GENERAL ELECTION BE HELD ON MAY 6, 2023, FOR THE ELECTION OF TWO COUNCILMEMBERS FOR PLACE 1 AND PLACE 2; PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION; AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE KERR COUNTY ELECTIONS OFFICER FOR THE HOLDING OF THE ELECTION; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, Section 2.03 of the City Charter establishes a two-year term of office for each Councilmember, which includes the Mayor, and until a successor is elected; and

WHEREAS, the terms of office for Councilmembers Place One and Place Two will expire in May 2023; and

WHEREAS, Section 41.001 of the Texas Election Code, as amended (the "Code") specifies that Saturday, May 6, 2023, will serve as the general election date for the State of Texas and that a general election of a city may be held on such date; and

WHEREAS, the City Council of the City of Kerrville, Texas ("City Council") finds it to be in the public interest to call a general election to be held on May 6, 2023 for the election of persons to the offices of Councilmember Place One and Councilmember Place Two (the "Election"); and

WHEREAS, City Council is ordering the Election for the City of Kerrville, Texas, not later than 78 days before the election day pursuant to Section 3.005(c) of the Code; and

WHEREAS, City Council, pursuant to the Code, will contract with the Kerr County Elections Officer, who is the tax assessor-collector (the "Elections Officer"), to conduct all aspects of the Election; and

WHEREAS, the Council hereby finds and determines that the actions described above are in the best interests of the residents of the City;

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

SECTION ONE. The facts and matters contained in the preamble above are found to be true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION TWO. City Council orders that a general election be held for the City of Kerrville, Texas, on Saturday, May 6, 2023, for the purpose of electing the following

officials of the City:

Councilmember, Place One
Councilmember, Place Two

SECTION THREE. City Council hereby approves the *Joint Election Agreement between the City and Kerr County* (the "Agreement") and authorizes the Mayor to sign same, such Agreement as authorized by Section 31.092 of the Code. The Agreement is attached hereto as **Exhibit A**.

SECTION FOUR. Qualified persons may file for a place on the ballot by filing an application in the Office of the City Secretary during regular business hours from 8:00 AM to 5:00 PM each weekday beginning Wednesday, January 18, 2023, and continuing until 5:00 PM on Friday, February 17, 2023.

SECTION FIVE. The present boundaries of the City, constituting one election precinct, the polls shall be open for voting on **Election Day, Saturday May 6, 2023, from 7:00 AM until 7:00 PM** at the following polling place:

POLLING PLACE
Cailloux City Center for the Performing Arts (Municipal Auditorium)
910 Main Street
Kerrville, Texas 78028

SECTION SIX. All resident qualified electors of the City shall be permitted to vote at said election. This election shall be held and conducted in accordance with the Agreement, the Code, the Federal Voting Rights Act of 1965, as amended, the City Charter, and as may be required by law. All election materials and proceedings shall be printed in both English and Spanish. Kerr County will utilize its voting equipment for this election.

SECTION SEVEN. The Elections Officer is hereby appointed as Early Voting Clerk and the City Secretary shall serve as the Deputy Early Voting Clerk. Applications for ballot by mail must be received by mail no later than the close of business on Monday, April 17, 2023, at the following Mailing Address: Elections Officer, Attn: Early Voting Clerk, 700 Main Street, Kerrville, Texas, 78028.

SECTION EIGHT. The Elections Officer shall appoint the Election Judge and officers for the polling place and the Early Voting Ballot Board in accordance with the provisions of the Code and the Agreement. The City authorizes the Elections Officer to make changes, substitutions, or additions as to any voting official in accordance with the Code and the Agreement.

SECTION NINE. Early voting by personal appearance shall be conducted by

Elections Officer in accordance with the Agreement. In accordance with the Code, the Elections Officer may appoint one or more deputy early voting clerks. Early voting shall be conducted at the Cailloux City Center for the Performing Arts (Municipal Auditorium), 910 Main Street, Kerrville, Texas, 78028, April 24, 2023 through May 2, 2023, and in accordance with the Code, as follows:

- **Monday, April 24, 2023, through Wednesday, April 26, 2023:** 8:00 AM to 6:00 PM
- **Thursday, April 27, 2023:** 8:00 AM to 5:00 PM
- **Friday, April 28, 2023:** 8:00 AM to 6:00 PM
- **Monday, May 1, 2023, and Tuesday, May 2, 2023:** 8:00 AM to 6:00 PM

SECTION TEN. City Council will conduct the official canvass of the election at a special meeting on Tuesday, May 16, 2023, in the Council Chambers, City Hall, 701 Main Street, Kerrville, Texas, where official notice of this election shall comply with state law, to include the Open Meetings Act.

SECTION ELEVEN. City Council hereby gives the City Secretary the authority to take any action(s) to ensure that the election is conducted in accordance with the Code and the Agreement. Should the City Secretary be required to take such action, she shall provide written notice of the action to Council as soon as possible.

PASSED AND APPROVED ON this the _____ day of _____ A.D., 2022.

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

**CIUDAD DE KERRVILLE, TEXAS
RESOLUCIÓN NÚM. 80-2022**

UNA RESOLUCIÓN QUE ORDENA QUE SE CELEBRE UNA ELECCIÓN GENERAL EL 6 DE MAYO DE 2023, PARA LA ELECCIÓN DE DOS CONSEJEROS PARA EL LUGAR 1 Y EL LUGAR 2; PROPORCIONAR DETALLES RELACIONADOS CON LA CELEBRACIÓN DE DICHA ELECCIÓN; AUTORIZANDO AL ALCALDE A CELEBRAR UN ACUERDO CON EL OFICIAL DE ELECCIONES DEL CONDADO DE KERR PARA LA CELEBRACIÓN DE LAS ELECCIONES; Y PROPORCIONANDO OTROS ASUNTOS RELACIONADOS CON EL TEMA

POR CUANTO , la Sección 2.03 de los Estatutos de la Ciudad establece un mandato de dos años para cada Concejal, que incluye al Alcalde, y hasta que se elija un sucesor; y

POR CUANTO , los mandatos de los Concejales Lugar Uno y Lugar Dos vencerán en mayo de 2023; y

POR CUANTO , la Sección 41.001 del Código Electoral de Texas, según enmendado (el "Código") especifica que el sábado 6 de mayo de 2023 será la fecha de las elecciones generales para el Estado de Texas y que se pueden realizar las elecciones generales de una ciudad en tal fecha; y

POR CUANTO , el Concejo Municipal de la Ciudad de Kerrville, Texas ("Concejo Municipal") considera de interés público convocar una elección general que se llevará a cabo el 6 de mayo de 2023 para la elección de personas para los cargos de Concejal Place Uno y Concejal Lugar Dos (la "Elección"); y

POR CUANTO , el Concejo Municipal ordena la Elección para la Ciudad de Kerrville, Texas, a más tardar 78 días antes del día de la elección de conformidad con la Sección 3.005(c) del Código; y

POR CUANTO , el Concejo Municipal, de conformidad con el Código, contratará al Oficial de Elecciones del Condado de Kerr, quien es el recaudador de impuestos (el "Oficial de Elecciones"), para llevar a cabo todos los aspectos de la Elección; y

POR CUANTO , el Concejo encuentra y determina que las acciones descritas anteriormente son en el mejor interés de los residentes de la Ciudad ;

AHORA, POR LO TANTO, EL CONCEJO MUNICIPAL DE LA CIUDAD DE KERRVILLE, CONDADO DE KERR, TEXAS, RESUELVE:

SECCIÓN PRIMERA . Los hechos y asuntos contenidos en el preámbulo anterior se consideran verdaderos y correctos y se incorporan al presente y forman parte

del mismo para todos los fines.

SECCIÓN SEGUNDA . El Concejo Municipal ordena que se celebren elecciones generales para la Ciudad de Kerrville, Texas, el sábado 6 de mayo de 2023, con el fin de elegir a los siguientes funcionarios de la Ciudad:

Concejal, Lugar Uno
Concejal, lugar dos

SECCIÓN TRES . El Concejo Municipal por la presente aprueba el *Acuerdo de Elección Conjunta entre la Ciudad y el Condado de Kerr* (el "Acuerdo") y autoriza al Alcalde a firmar el mismo, tal Acuerdo como lo autoriza la Sección 31.092 del Código. El Acuerdo se adjunta al presente como **Anexo A** .

SECCIÓN CUARTA . Las personas calificadas pueden solicitar un lugar en la boleta presentando una solicitud en la Oficina del Secretario de la Ciudad durante el horario comercial habitual de 8:00 a. m. a 5:00 p. m. todos los días de la semana a partir del miércoles 18 de enero de 2023 y hasta las 5:00 p. m. 00 horas del viernes 17 de febrero de 2023.

SECCIÓN QUINTA . Dentro de los límites actuales de la Ciudad, constituyendo un precinto electoral, las urnas estarán abiertas para votar el **día de las elecciones, sábado 6 de mayo de 2023, de 7:00 a. m. a 7:00 p. m.** en el siguiente lugar de votación:

COLEGIO ELECTORAL

Centro de Artes Escénicas de la Ciudad de Cailloux (Auditorio Municipal)
910 calle principal
Kerrville, Texas 78028

SECCIÓN SEXTA . A todos los electores calificados residentes de la Ciudad se les permitirá votar en dicha elección. Esta elección se llevará a cabo y se llevará a cabo de conformidad con el Acuerdo, el Código, la Ley Federal de Derechos Electorales de 1965 y sus enmiendas, los Estatutos de la Ciudad y según lo exija la ley . Todos los materiales y procedimientos electorales se imprimirán tanto en inglés como en español. El condado de Kerr utilizará su equipo de votación para esta elección.

SECCIÓN SÉPTIMA . Por la presente, se designa al Oficial de Elecciones como Secretario de Votación Anticipada y el Secretario de la Ciudad actuará como Secretario Adjunto de Votación Anticipada. Las solicitudes de boletas por correo deben recibirse por correo a más tardar al cierre de operaciones el lunes 17 de abril de 2023, en la siguiente dirección postal: Oficial de elecciones, Attn: Early Voting Clerk, 700 Main Street, Kerrville, Texas, 78028.

SECCIÓN OCTAVA . El Encargado de Elecciones designará al Juez de

Elecciones ya los funcionarios del colegio electoral y de la Junta de Boletas de Votación Anticipada de conformidad con las disposiciones del Código y el Acuerdo. La Ciudad autoriza al Oficial de Elecciones a hacer cambios, sustituciones o adiciones a cualquier oficial de votación de acuerdo con el Código y el Acuerdo.

SECCIÓN NOVENA . El Oficial de Elecciones llevará a cabo la votación anticipada en persona de conformidad con el Acuerdo . De acuerdo con el Código, el Oficial de Elecciones puede nombrar uno o más secretarios adjuntos de votación anticipada. La votación anticipada se llevará a cabo en el Cailloux City Center for the Performing Arts (Auditorio Municipal), 910 Main Street, Kerrville, Texas, 78028 , del 24 de abril de 2023 al 2 de mayo de 2023, y de conformidad con el Código, de la siguiente manera:

- **Del lunes 24 de abril de 2023 al miércoles 26 de abril de 2023 :** de 8:00 a. m. a 6:00 P . M.
- **jueves, 27 de abril de 2023 :** 8:00 a. m . a 5:00 P . M.
- **viernes, 28 de abril de 2023 :** 8:00 a. m. a 6:00 p. m.
- **Lunes 1 de mayo de 2023 y martes 2 de mayo de 2023 :** 8:00 a. m. a 6:00 p. m.

SECCIÓN DÉCIMA . El Concejo Municipal llevará a cabo el escrutinio oficial de la elección en una reunión especial el martes 16 de mayo de 2023, en las Cámaras del Concejo, Ayuntamiento, 701 Main Street, Kerrville, Texas, donde el aviso oficial de esta elección deberá cumplir con la ley estatal, para incluir la Ley de Reuniones Abiertas.

SECCIÓN DÉCIMA PRIMERA . Por la presente, el Concejo Municipal otorga al Secretario de la Ciudad la autoridad para tomar cualquier acción para garantizar que la elección se lleve a cabo de acuerdo con el Código y el Acuerdo. Si se requiere que la Secretaria de la Ciudad tome tal acción, deberá proporcionar una notificación por escrito de la acción al Concejo tan pronto como sea posible.

PASÓ Y APROBÓ EN ESTE EL _____ día de _____ d.C., 2022 .

Judy Eychner, alcaldesa

APROBADO EN CUANTO A LA FORMA: DOY FE:

Michael C. Hayes, abogado de la ciudad

Shelley McElhannon, secretaria de la ciudad

**THE STATE OF TEXAS
COUNTY OF KERR**

**JOINT ELECTION AGREEMENT
BETWEEN
CITY OF KERRVILLE AND KERR COUNTY**

THIS AGREEMENT is made and entered into by and between Bob Reeves, Tax Assessor/Collector (or designated employee), on behalf of Kerr County, Texas, and duly constituted and acting as County Elections Officer; and the City of Kerrville, hereinafter referred to as "CITY OF KERRVILLE"; and by authority of Section 31.092, Vernon's Texas Civil Statutes, Election Code for conducting and supervision of the election for the CITY OF KERRVILLE in conjunction with the election.

Bob Reeves, Tax Assessor/Collector (or designated employee) shall order all supplies for the election and distribute those supplies to the election personnel. Election forms and all records of the election shall be combined for use in this election on the Tally Equipment.

THIS AGREEMENT is entered into in consideration of the mutual covenants and agreement hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF KERR COUNTY

Bob Reeves, Tax Assessor/Collector (or designated employee), agrees to coordinate, supervise, and handle all aspects in administering the CITY OF KERRVILLE election in accordance with the provisions of the Texas Election Code and as outlined in this Agreement. Said election is scheduled to occur on May 6, 2023, to include early election dates and times required by state law. Should the City reschedule the election pursuant to state law, order, or otherwise, this Agreement shall remain valid for the rescheduled date, to include early voting, unless terminated by Bob Reeves, Tax Assessor/Collector (or designated employee).

Bob Reeves, Tax Assessor/Collector (or designated employee), in connection with the holding and supervision of said election, shall assume the following responsibilities:

- a. Shall be responsible for notifying each election judge and alternate judge of his or her appointment and for determining the number of clerks and other election workers authorized to work at each voting location. Arrange for the notification, including writ of election, and compensation of all presiding judges and alternate judges.
- b. Election judges shall be responsible for picking up election supplies and materials at the time and place determined by Bob Reeves, Tax Assessor/Collector (or designated employee). This responsibility will be set forth in the election judges' letter notifying the judge of his/her appointment.
- c. Procure, prepare, proof, and distribute ballots.
- d. Procure, prepare, and distribute election judges' kits.

Election Contract – CITY OF KERRVILLE

- e. Arrange for the use and compensation of polling locations.
- f. Use Optical scanning Verity Scan (Version Number 2.02) and DAU Verity Touch w/Access (Version Number 2.0.3) for counting of ballots as certified by the Secretary of State to comply with election laws (to include the Help America Vote Act or “HAVA”) for early voting and election day.
- g. Assemble the list of registered voters to be used in conducting the election in conformity with the election precincts established for the election.
- h. Publish the legal notice of the date, time and place of the testing of the electronic tabulation equipment and conduct such testing.
- i. Supervise the handling and disposition of election returns, voted ballots, etc., and tabulate unofficial returns and assist in preparing the tabulation for the official canvass.
- j. Bob Reeves, Tax Assessor/Collector (or designated employee), will prepare the unofficial tabulation report after all precincts have been counted, and will provide a copy of the report to the CITY OF KERRVILLE as soon as possible after all returns have been tabulated, but in no event later than 2:00 p.m. on the 10th day following the election. CITY OF KERRVILLE will be responsible for the official canvass of its General Election.
- k. All early voting ballots (those cast by mail and those cast by personal appearance) will be prepared for counting by an Early Voting Ballot Board.
- l. Handle all aspects of Early Voting including those voting by mail.
- m. Prepare the results of the election for CITY OF KERRVILLE to conduct its own canvass of the election as prescribed by law.
- n. Provide at no cost for the storage of all election records as provided by law
- o. As the general custodian of election records, shall conduct a criminal background check for relevant election officials, staff, and temporary workers upon hiring.
- p. Will ensure that Hart Intercivic certifies that a criminal background check on all employees, including temporary employees that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for KERR COUNTY has been performed. The Company has determined there are no findings that would prevent the employees from performing their assigned duties.

II. DUTIES AND SERVICES OF CITY OF KERRVILLE

CITY OF KERRVILLE in connection with the holding and supervision of said election shall assume the following responsibilities and shall directly bear any cost for the same:

Election Contract – CITY OF KERRVILLE

- a. Shall receive from their candidates all documents filed under Title 15 of the Texas Election Code relating to campaign contributions and expenditures.
- b. Preparation of election orders, resolutions, notices, and other pertinent documents for adoption or execution by the appropriate office or body and post or publish in the required time frame.
- c. Prepare and send out “Notice of Drawing” for a place on the Ballot to all eligible candidates.
- d. Election Officers with a list provided by Bob Reeves, Tax Assessor/Collector (or designated employee), shall be appointed and approved through the governing body of the CITY OF KERRVILLE. The Election Officers are as follows: Election Day Judge, Election Day Alternate Judge, Central Counting Station Manager, Tabulation Supervisor, Presiding Judge, and Early Voting Ballot Board Judge.
- e. Shall appoint and approve through the governing body of the CITY OF KERRVILLE appoint Bob Reeves as the Early Voting Clerk.
- f. Polling Location shall be appointed and approved through the governing body of the CITY OF KERRVILLE.
- g. Deliver to Bob Reeves, Tax Assessor/Collector or designated employee, as soon as possible, a list showing the official wording for the election titles that is to be printed on the ballot with the exact form, orders, wording, and spelling that is to be used.
- h. Pay any additional costs incurred by Bob Reeves, Tax Assessor/Collector or designated employee, if a recount for the election is required, or the election is contested in any manner.
- i. Shall issue “Certificates of Election” to candidates elected after the Official Canvass.
- j. CITY OF KERRVILLE will be responsible for the official canvass of its election.

III. PAYMENT FOR SERVICES

- a. CITY OF KERRVILLE shall pay to Kerr County the actual expenses directly attributable to the Contract including ten percent (10%) of the budget cost for Election Service Contract Fee pursuant to the Texas Election Code, Section 31.100 and the administrative fee of \$50.00 per election. (See attached Estimated Cost Sheet.)
- b. After the date of election and completion of all duties required, the Tax Assessor/Collector (or designated employee), shall then compute the final statement for all expenses including ten percent (10%) of the budget cost for Election Service Contract Fee, the \$50.00 Administration Fee, and mail payment for the election services to CITY OF KERRVILLE. CITY OF KERRVILLE shall be responsible for paying this amount within thirty (30) days from the Final Cost Report.

Election Contract – CITY OF KERRVILLE

- c. If Election is cancelled a \$75.00 administration fee is due from the CITY OF KERRVILLE.

IN WITNESS WHERE OF, the parties hereto have made and entered into this agreement this _____ day of _____, _____.

Bob Reeves, Tax Assessor/Collector
Or Designated Employee
Kerr County, Texas

Judy Eychner, Mayor
CITY OF KERRVILLE



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

SUBJECT: Resolution No. 81-2022. A Resolution establishing the City's intent to become certified as a Dark Sky Community.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 25, 2022

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$0	\$0	\$0	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes
Key Priority Area	P - Parks / Open Space / River Corridor
Guiding Principle	N/A
Action Item	P4.8 - Evaluate the desirability of a Night Sky ordinance

SUMMARY STATEMENT:

In the Kerrville 2050 Plan, the protection of the night skies was a frequent topic of discussion. Action item P4.8 is to evaluate the desirability of a Night Sky Ordinance. In 2019, the Code Review Committee (CRC) began to discuss the need for a dark sky, or night sky, ordinance. However, at that time they moved their focus to the update to the subdivision code and tabled the dark sky ordinance. In 2022, the CRC has worked through a draft ordinance to recommend to City Council. City Council has presented multiple proclamations celebrating October and Night Sky Month.

Pursuant to Local Government Code 3000.002(c)(3)(B), this resolution of support, is the first steps in applying for International Dark Sky Association's designation as a Dark Sky Community. Adoption of this resolution will allow Council to also adopt an ordinance to regulate outdoor lighting to protect our night sky.

RECOMMENDED ACTION:

Approve Resolution No. 81-2022.

ATTACHMENTS:

[20221213_Reso 81-2022 Intent Certified Dark Sky Community.pdf](#)

[20221213_Letter of Suport HCA Reso 81-2022.pdf](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 81-2022**

**A RESOLUTION ESTABLISHING THE CITY'S INTENT TO
BECOME CERTIFIED AS A DARK SKY COMMUNITY**

WHEREAS, Kerrville recognizes the importance of its location in the Texas Hill Country and the resulting rich cultural heritage and breathtaking scenic beauty, including visible starry night skies; and

WHEREAS, Schreiner University has built and maintains its Loftis Observatory and offers star parties to the public, where participants are able to view planets, nebulae, stars, galaxies, and other celestial objects in the Hill Country sky in a domed observatory containing a 16-inch telescope; and

WHEREAS, light trespass from lighting fixtures has been steadily on the rise, negatively impacting the natural environment and the quality of life of the people in the City by, among other things, reducing night sky visibility and enjoyment for citizens and visitors alike; and

WHEREAS, a number of Hill Country cities, such as Fredericksburg, Junction, Blanco, Johnson City, Llano, Mason, and Dripping Springs, have adopted outdoor lighting ordinances to preserve the night skies around their cities, and

WHEREAS, the City's Comprehensive Plan (*Kerrville 2050*) recognizes the significance of night skies with respect to the City's parks and open spaces and downtown area; and

WHEREAS, the City remains a significant destination for tourism, which is important to many community members, and preserving the starry night skies in and around the community will enhance the City's attraction and appeal as a destination for tourism; and

WHEREAS, City Council is committed to supporting practices that limit or minimize light trespass from night lighting fixtures in order to protect the beauty of the night skies and allow for the full benefit and use of our residents' property; and

WHEREAS, by the adoption of this Resolution, City Council is expressing its intent to become certified as a Dark Sky Community;

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

SECTION ONE. City Council, in accordance with Section 3000.002 of the Texas Government Code ("Section 3000.002"), establishes its intent to become certified as a Dark Sky Community by the International Dark Sky Association as part of the International Dark Sky Places Program.

SECTION TWO. Pursuant to its action taken in Section One, City Council directs the City Manager to submit an outdoor lighting ordinance to the City Council for Council's consideration and possible adoption. The ordinance, pursuant to Section 3000.002, shall not regulate outdoor lighting in a manner that is more restrictive than the prohibitions or limitations required to become certified as a Dark Sky community.

**PASSED AND APPROVED ON this the ____ day of _____ A.D.,
2022.**

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

education
conservation
cooperation



November 30, 2022

Kerrville City Council
701 Main Street
Kerrville, TX 78028

Dear Mayor Eychner and Members of the Kerrville City Council:

I am writing to express the strong support of the Hill Country Alliance (HCA) for adopting an outdoor lighting ordinance to mitigate light pollution in and around the City of Kerrville. HCA stands ready to assist in any helpful way as the city considers adopting this ordinance and, upon adoption, continuing to inform the community about the significance of the ordinance and of night sky preservation generally for residents and visitors alike.

The Hill Country Alliance has been working for 18 years to grow an ever-expanding network of groups, individuals, communities, and businesses interested in preserving the water supply, open spaces, night skies, and community resources of the Texas Hill Country. We have always appreciated Kerrville's thoughtful consideration of how this region can accommodate growth while protecting the natural and cultural resources that define this unique part of Texas.

Night-sky friendly lighting policies, including a reduction in correlated color temperature, proper fixture shielding, and direction of illumination only where needed, protect our views of the night sky, saves energy, and reduce glare. Recent studies show significant benefits to the health of humans, animals, plants, and insects when light pollution is diminished or eliminated altogether. These changes will help keep Kerrville a place folks want to live and visit, even as the community grows.

Finally, we want to thank the Kerrville City Council, City of Kerrville staff, and the dedicated volunteers of Kerr County Friends of the Night Sky for their leadership in pursuing this outdoor lighting ordinance. It has been an honor to support your vision and efforts.

Please let us know how we can be of any further assistance in the future. On behalf of our executive director, Katherine Romans, and the entire Hill Country Alliance board and staff, we are grateful for and commend Kerrville for its dedication to night sky preservation, as demonstrated through the pursuit of this Outdoor Lighting Ordinance.

Sincerely,

Dawn Davies
Night Sky Program Manager, Hill Country Alliance



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

SUBJECT: Grant Funding Purchase of VirTra Training Simulator and Equipment.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 8, 2022

SUBMITTED BY: Chris McCall, Police Chief

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$79,953.00	\$0	\$0 Budgeted -- This will be 100% grant- funded.	85-8513-5320

PAYMENT TO BE MADE TO: VirTra

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

A grant from the Department of Justice, Office of Community Oriented Policing Services (COPS) in the amount of \$116,258 was awarded to the Kerrville Police Department for use in de-escalation training. As part of this project, a VirTra training simulator system was identified to assist with training officers in de-escalation skills and tactics to assist as we continue to strive to expand our service abilities for our community. In addition to this equipment, KPD has certified instructors internal to our organization that have been trained as de-escalation instructors. This equipment will be utilized in association with the training provided by our specialized de-escalation instructors to better prepare our officers to interact with those who may create high stress and high-risk situations in our community.

RECOMMENDED ACTION:

Approve purchase of the VirTra Training Simulator and associated equipment utilizing awarded BJA Grant funding.

ATTACHMENTS:

[20221213_VirTra V100 US Service Plan and Warranty Provisions.pdf](#)
[20221213_Service Agreement VirTra Training 120822.pdf](#)



ANNUAL SERVICE PLANS



FOR PRODUCT: V-100

PLAN COSTS

VirTra's Annual Service Plan is calculated at 10% of the total system investment. This includes all accessories and options; not to include installation, training and S&H charges.

PLAN INCLUDES

1. Dedicated VirTra Technicians available during Plan Year to support proper system function. Annual services performed remotely from Tempe, AZ while under contract and service plan renewal date.

- **Upgrade VirTra Operating System (VOS) Features¹**
- **Provide new VirTra Training Scenarios²**
- **Update V-VICTA Materials**
- Verify condition of V-100 Laptop
- Perform Computer Diagnostics
- Verify Condition of Simulator Screen(s)
- Upgrade to Most Current Base Library
- System Calibration Assistance/Re-Training
- Refill Station & Regulator Maintenance
- Repair/Recondition Recoil Kits as needed
- Provide Zeroing Assistance/Re-training
- Threat-Fire™ Devices Maintenance
- OC & TASER Device Maintenance
- Function Test Speakers and Sound FX
- Provide System Status Report
- Provide User Training Assistance

2. Parts and Labor in the event of a non-functioning system or accessory.³

3. Use of VirTra's Advance Replacement Program.⁴

4. Telephone Support between the hours of 8AM and 5PM AZ Time. After Hours Support calls returned between 8AM and 9AM the following day.

5. Travel expenses if a VirTra technician must travel to customer location.

6. Two-day Shipping on all replacement or repaired parts⁵

7. Remote Assistance⁶

1) VirTra Operating Software Version will be automatically upgraded to the most current and applicable release annually. System Hardware must be supportive of the new release and have enough hard drive space available on the system. 2) Customer's under a valid Annual Service Plan will receive the most current base library once per service year. Not all training scenarios may be compatible depending on the VOS version installed on VirTra system. 3) TASER X26 blue handle units found to be defective under an Annual support plan will be replaced with laser sim cartridges and customer will be required to supply working TASER handle(s). 4) Limited Quantities and not available for all components. 5) Where Available. 6) Customer must allow access.



LIMITATION & EXCLUSIONS

The following terms and conditions govern the sale of this service contract between VirTra Inc. ("VirTra") and the original purchaser of the product ("Customer") in the continental United States. By purchasing, Customer agrees to be bound by and accepts these terms and conditions identifying how VirTra will support the VirTra Inc.(s) ("Equipment"). This agreement may not be canceled and Customer will not receive a refund of any amount paid hereunder. This warranty will be effective for a span of one (1) calendar year from the date of installation and acceptance of Equipment by Customer. Customer may purchase an additional warranty to extend beyond the first year coverage period. Additional warranties are available in calendar years based upon the original date of installation. Warranty is only valid for equipment installed within the 48 continental United States.

1.0 VirTra Obligations. VirTra's basic obligation shall be to ensure Equipment remains free from defects in materials and workmanship. VirTra will provide a Service Manager available with telephone support that can be contacted (for hardware or software issues). VirTra also must continue to develop the software in support of the Equipment, to include fixes and updates, improvements in operation, and new features – provided free of charge during the extended warranty period. If issues cannot be corrected by e-mail, teleconferences, or by shipping equipment back to VirTra/Customer, then VirTra will send a qualified technical support representative to the location for on-site service.

2.0 Customer Obligations. The Customer has responsibility for exercising reasonable care in operating, handling and maintaining the Equipment. Customer acknowledges and agrees that VirTra may subcontract performance of certain services hereunder to third parties selected by VirTra. VirTra may, at its sole discretion, leave spare parts for Equipment with Customer. Customer must maintain consumable items such as projector bulbs, CO2 tanks, and batteries. Equipment operation, handling, and maintenance procedures are covered by documentation which will be provided with the equipment. Equipment failure or damage which is attributable to the Customer's, or a third-party's, rough treatment, abuse, misuse, neglect, additions, adjustment, or modification is the responsibility of the Customer. The Customer is expected to work promptly with VirTra's service technician to resolve equipment problems. Customer is also responsible for notifying VirTra once replacement parts are received. Customer certifies they will maintain all Equipment and parts in a safe, secure and in an environmentally controlled area. This area must include, but not limited to, controllable HVAC, and must protect against electrical surges and black or brown outs. VirTra strongly recommends the purchase and use of uninterrupted power supplies (UPS) and high-quality surge protectors for equipment.

3.0 Replacement Products and Parts. VirTra, at its sole discretion, may replace the failed Equipment or any part thereof, with a product of comparable or greater specified functionality which may be of a different model or manufacturer. Replacement products and parts become Customer's property; returned Equipment becomes property of VirTra. VirTra has no obligation to return replaced products or parts to the Customer.

4.0 Excluded Services. The following services are specifically excluded from this contract, and any excluded services performed by VirTra may be subject to additional charges. (a) Repair of damage to the Equipment resulting from accident; improper packaging by Customer; Customer negligence; misuse; unauthorized repairs; failure of electrical power, air conditioning, humidity control, vandalism, fire, water damage or other casualty resulting from causes beyond the control of VirTra. (b) Installation of 3rd party software in violation of operating procedures. (c) Repair or replacement of equipment without prior consent of VirTra.

5.0 Limitation of Liability. (a) Coverage under this contract does not insure uninterrupted operation of the Customer's Equipment. VirTra's maximum liability under this contract will be limited to replacing the failed Equipment under dispute with comparable equipment. (b) No Consequential Damages. VirTra SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, USE, OR DATA FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, UNDER ANY LEGAL THEORY, EVEN IF VirTra

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. (c) Disclaimer of Warranties. THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND ARE WITHOUT A WARRANTY OF ANY KIND. VirTra DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.0 Termination for Cause. VirTra shall have the right to terminate this contract immediately upon written notice in the event that Customer violates any provision of this contract, including (without limitation) failure to make payment and if such violation remains un-remedied for more than thirty (30) days after Customer receives notice of the violation from VirTra; or in the event that Customer: (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law; (iii) becomes insolvent; (iv) makes a general assignment for the benefit of its creditors; or (v) becomes subject to direct control by a trustee, receiver or similar authority.

7.0 Concurrent Remedies; Attorneys' Fees. The rights and remedies set forth in this contract may be exercised concurrently or separately by VirTra without waiver of any of the rights or remedies otherwise existing at law or in equity. In the event of Customer's default, VirTra shall have the right to collect all expenses of collection and recovery, including reasonable attorneys' fees.

8.0 Obligation to Pay. Customer's obligation to pay all charges which shall have accrued during the term of this contract shall survive any termination of this contract.

9.0 Assignment. This contract may be assigned by VirTra to any other party without notice to Customer; provided, however, that any assignee shall be responsible to Customer as set forth in this contract and VirTra shall promptly notify Customer of any such assignment. In such an event, reference to "VirTra" in this contract shall be deemed to be a reference to the assignee and such provision shall apply to any subsequent assignment by any assignee. This contract may not be assigned by Customer.

10.0 Governing Law. This contract shall be construed in accordance with Arizona law as if entered into between two parties residing in Arizona and wholly performed within Arizona.

11.0 Notices. Any notice given under this contract (except for routine requests for service) shall be in writing and shall be deemed effective, upon delivery, to the address specified on the contract, or such other address as the parties may provide each other from time to time by written notice.

12.0 Severability; Waiver. In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, this contract shall be enforced to the maximum extent possible. No waiver of any provision of this contract by either party shall be deemed to be an ongoing waiver of such provision by such party.

13.0 Force Majeure. VirTra shall not be liable for failure to service the Equipment when such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil and military authority, strikes, flood, epidemics, war, riots, delays in transportation and inability due to causes beyond its reasonable control to obtain necessary labor or materials or replacement products or components thereof.

14.0 Entire Agreement. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall be binding on the parties and their respective successors and assigns and shall supersede any additional or conflicting terms of any other document. This contract may not be modified or amended unless agreed to by both parties in writing.



295 E. Corporate Pl, Chandler, AZ 85225 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | WWW.VIRTRA.COM

Account Name Kerrville Police Department
Contact Name Mary Krebs
Phone 830-258-1301
Email mary.krebs@kerrvilletx.gov

Created Date 11/29/2022
Quote Number 00005637
Expiration Date 12/30/2022

Ship To Name Kerrville Police Department

Prepared By Kyle Sadewhite
Email ksadewhite@virtra.com

Product Code	Product	Line Item Description	Product Description	Sales Price	Quantity	Total Price
V-VICTA-01	VirTra Virtual Interactive Coursework and Training Academy™	OPEN MARKET ITEM	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current Service or Subscription plan.	\$0.00	1.00	\$0.00
V-100LE-1	VirTra 100 LE (w/ 1 year warranty)	TLR1 Weapon Mounted for Low Light Kit	Includes projector, shot tracking equipment, low light kit, scenario authoring software, collapsible screen, laptop computer and a hard case for easy transport. One year warranty and support services included.	\$15,595.00	1.00	\$15,595.00
V-100-INSTL	VirTra 100 Installation/Training		VirTra Installation and Training for one (1) V-100 System. Includes all travel and expenses in the CONUS.	\$2,600.00	1.00	\$2,600.00
SP-V100-A	Service Plan - V-100® - Annual	OPEN MARKET ITEM	Additional year annual service agreement to include telephone support, remote assistance, labor, parts, emergency travel, software updates, and overnight shipping.	\$4,796.00	4.00	\$19,184.00
VTRK-G22	VirTra Tetherless-Glock 22		Micro-switch activated tetherless handgun recoil kit for the Glock 22. Includes one magazine (All recoil kits convert real firearms which must be supplied by the customer).	\$3,155.00	2.00	\$6,310.00
VTRK-G22-MAG	VirTra Tetherless-Glock 22- Standard Magazine		Additional magazine for use with the VTRK-G22 recoil kits.	\$551.00	4.00	\$2,204.00
VWSA-G22-AP	VirTra Tetherless-Glock 22-Adapter Plate		Adapter plate for the VTRK-G22-MAG (Requires VirTra refill station).	\$300.00	1.00	\$300.00



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TRK-M16	Tetherless-M16 Rifle	Tetherless rifle recoil kit for AR15, M4 and M16 (does NOT count shots fired or jam). Includes one magazine (All recoil kits convert real firearms which must be supplied by the customer).	\$2,100.00	2.00	\$4,200.00
	Tetherless-M16	Additional magazine for use with the TRK-M16 recoil			



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TRK-M16-MAG	Rifle-Magazine		kits (Also fits AR15 and M4).	\$600.00	2.00	\$1,200.00
VWSA-M16-AP	Tetherless-M16 Rifle-Adapter Plate		Adapter plate for the TRK-M16-MAG (Requires VirTra refill station).	\$300.00	1.00	\$300.00
VATU-TMAR	Trainee Monitor and Recording		Trainee monitor and recording. Real-time monitoring, recording, and playback during debriefing sessions of trainees. Includes software and hardware that integrates into the VirTra line of simulators.	\$5,000.00	1.00	\$5,000.00
V-T7-12/12	TASER® 7 Simulation Cartridge Package A		TASER 7® simulation cartridge package A: Simulates two (2) close quarter (12 deg.) probe spreads for TASER 7 deployments in VirTra simulations. Operates in live, customer supplied TASER 7 and TASER 7 CQ devices. Includes one USB charging cable.	\$2,942.00	2.00	\$5,884.00
VNLW-OCC	OC Canister		Laser- based OC training device.	\$1,200.00	2.00	\$2,400.00
V-TF	V-Threat-Fire		VirTra's patented V-Threat-Fire™ return-fire-simulator device. Attaches via integrated belt clip to deliver a safe and adjustable electrical impulse to trainee. Enhances realism and simulates physical threats during VirTra Training. No eye protection required. Requires wireless station, included. Requires VOS 5.0.36 or higher to integrate.	\$3,286.00	2.00	\$6,572.00
VWSA-RFS	Refill Station		Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty.	\$4,004.00	1.00	\$4,004.00
V-ATCC-5	VirTra Advanced Trainer Certification Course	OPEN MARKET ITEM	Advanced Trainer Certification Course (ATCC): 40-hour high demand course on how to incorporate video simulation into your training program properly and successfully. Includes 32 hours of "The Science of Simulation Training", and "Train the Operator Certification". The Science of Simulation is a critical overview and application of the recent science into adult learning specifically as it applies to simulation. Adult learning concepts in this course apply to all modes of learning both inside and outside the simulator. Training occurs at VirTra Global HQ in Tempe, AZ. Travel and expenses not included.	\$1,500.00	2.00	\$3,000.00

Subtotal	\$78,753.00
Discount	0.00%
Total Price	\$78,753.00
S&H	\$1,200.00
Grand Total	\$79,953.00

GSA Contract Number: GS-02F-0214P

Sales Terms and Conditions for Direct Sales to End Users/Buyer
Effective as of August 13, 2020 (supersedes all prior versions)

Definitions: The following capitalized words shall mean: "End Users/Buyer" means the organization or person who buys Seller's Goods and Services. "Goods and Services" means the articles, products, accessories and services to be supplied to Buyer by Seller. "Technology and Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how, software, firmware, hardware, systems, components, or assemblies. "Seller" means VirTra, Inc., located at 295 E. Corporate Place, Chandler, AZ 85225, USA.

These Sales Terms and Conditions for Direct Sales to End Users/Buyers ("T&C") apply to Buyer's purchase of all Goods and Services purchased directly from Seller. Goods and Services sold by Seller are expressly subject to and conditioned upon the T&C set forth herein. By accepting delivery of the Goods and Services, Buyer accepts and is

bound to these T&C. Any different or additional terms set forth by, whether in Buyer's purchase order or another communication, are expressly rejected and will not be binding on Seller unless agreed to in writing by an authorized officer of Seller.

All Sales Final. All sales are final and no returns, refunds or exchanges of the Goods and Services are allowed, except as provided by state or federal law, and, to the returns, refunds or exchanges are required by law, must be preapproved by Seller using their Return Merchandise Authorization (RMA) form.

Restocking Fees. In Seller's sole discretion, all returns, refunds or exchanges may be charged a restocking fee of up to 15% of the purchase price paid, plus any applicable shipping and sales tax, unless the returned product is defective, or the return is a direct result of Seller's error.

Payment Terms. Terms of payment are within Seller's sole discretion and, unless otherwise agreed to by Seller in writing, 50% deposit payment must be received prior to Seller's acceptance of an order with the 50% balance due upon shipping. Payment for Goods and Services will be made in United States currency (\$US Dollar) by a preapproved payment method. Credit payment terms must be preapproved by Seller's Finance Department and if approved, invoices are due and payable within the time period noted on invoices, measured from the date of the invoice. Seller may at its sole discretion invoice parts of an order separately. Seller may suspend or cancel Buyer's order for any failure to comply with agreed upon payment terms. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller and reserves the right to cancel any orders resulting from such errors.

Late Payments. Interest and late payment fees may be calculated from the day after the payment's stated due date through the date payment is received in full, at the maximum legal allowable interest rate in effect on the applicable dates.

Taxes. Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from Seller's quotes or Buyer's Purchase Orders.

Tax Exemption. If Buyer requests tax exempt status then Buyer must provide Seller with a correct, valid and signed tax exemption certificate applicable to the specific Goods and Services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of Buyer to pay all required taxes. Additionally, it will be Buyer's responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.

Shipping; Title; Risk of Loss. Shipping and handling cost will be added to all invoices unless otherwise expressly indicated and agreed to in writing at the time of sale. Seller reserves the right to make partial shipments unless specifically stated otherwise on Buyer's signed Pro Forma Invoice or purchase order and such shipping terms are pre-approved by Seller in writing. Products may ship from multiple locations following the rules of the International Commercial Terms (Incoterms) as published by the International Chamber of Commerce (ICC). Title and risk of loss passes from Seller to Buyer FOB Origin domestic or Free Carrier (FCA) international upon Seller's delivery to the named place of delivery, cleared for export, as mutually agreed by both buyer and seller. Once seller is deemed to have delivered goods to the named place of delivery, the buyer is responsible for both unloading the goods and loading them onto their own carrier. Any loss or damage that occurs after seller's delivery is Buyer's responsibility. Buyer must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only.

Excusable Delays. Seller will use commercially reasonable efforts to deliver all products ordered as agreed or as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of Seller, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, Seller has the right, in its sole discretion and upon oral or written notice to Buyer, to delay or terminate the delivery.

Not For Resale or Export. Buyer represents and warrants that they are buying Seller's products for the specified end user, and Buyer will not resale or export Seller's products to a country other than the country listed as the Buyer's shipping destination. The shipment of certain Seller products outside of the United States of America (USA) is restricted by US federal law and neither Seller's products nor the technology can be exported out of the US without Seller's prior written approval. In addition, certain Seller Products require a validated export/import license (DSP 5, 61, or 73) prior to shipment to certain countries. If required, Buyer agrees to submit the required paperwork to Seller to process an application to obtain the required import/export license(s) from the US State Department. Seller cannot guarantee US State Department approval and has the right to cancel any item(s) not approved for import/export by the US State Department.

Regulations and Restrictions. Buyer agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of Seller products including Buyer's acceptance of responsibility for the payment of any relevant taxes or duties. Buyer is responsible for understanding and verifying all local laws, regulations, restrictions and building code requirements for the purchase, delivery, receipt, storage, installation and use of Seller's Goods and Services. Seller may suspend or cancel Buyer's order, at Seller's sole discretion, for violation of regulations and restrictions.

Technology and Intellectual Property Rights. Buyer agrees that Seller claims, and has claim to, various proprietary rights of its Goods and Services, and Buyer agrees to take reasonably necessary steps to ensure that Seller's rights will not directly or indirectly be violated, which would cause irreparable harm to Seller. Except for the license to use the Goods and Services, the sale of Goods and Services will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Buyer may not obscure, remove, or alter any copyright, trademark, service mark or other proprietary notices or legends on the products..

Design Changes. Seller reserves the right to make changes in design of any of its products without incurring any obligation to notify Buyer or to make the same change to products previously purchased by Buyer.

Reverse Engineering. Customer acknowledges and agrees that the products are the confidential, valuable, and proprietary assets of VirTra and that improper use or disclosure of the products would cause VirTra irreparable harm. Accordingly, as a material element of this Agreement and as an inducement for VirTra to enter into this Agreement, Customer hereby agrees that

Customer shall not: (a) create or attempt to create by reverse engineering, disassembly, decompilation, reverse engineering or otherwise, the internal structure, the source code, hardware design, or organization of any Product, or any part thereof, or to aid or to permit others to do so, except and only to the extent expressly permitted by applicable law; (b) copy, modify, or translate any portion of the products, unless otherwise agreed, develop any derivative works thereof or include any portion of the software in any other software program; (c) separate the Product into component parts for distribution or transfer to a third party; and (e) attempt to make or to aid or permit others to make similar products to the software or products with or without enhancements, upgrades, or modifications.

Severable Provisions. If any provision of these T&C is found to be invalid or unenforceable by a court of competent jurisdiction, then the remainder will remain in full force and effect and any invalid provision(s) will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

Limitation of Liability. Seller shall not be liable for any or all loss or damage suffered by Buyer in excess of the contract price. Nothing contained in these T&C shall be construed so as to limit or exclude the liability as a result of Seller's gross negligence or that gross negligence of its employees or agents.

Relationship of Parties. Nothing contained in these T&C shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these T&C shall be deemed to construe either of the parties as the agent of the other.

Assignment and Sub-Contracting. The contract between Buyer and Seller for the Goods and Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, without the prior written consent of both Buyer and Seller.

Entire Agreement. These T&C, along with the any product warranty, license and service agreement(s) provided, constitute the entire agreement between the parties. These Sales T&C supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, if provided and any service and license agreement(s), are intended to be discharged or nullified.

Governing Law; Jurisdiction and Venue. The laws of the State of Texas, govern this transaction and agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of these T&C shall be resolved in the State of Texas and the courts of Kerr County Texas shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to these T&C and the associated transactions.

Exclusions and Limitations; Release. To the extent permitted by law, Seller's warranty and the remedies set forth in that warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, Seller specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If Seller cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in the warranty document. The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have. Seller's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Seller product will not exceed the purchase price paid to Seller by Buyer for the product, notwithstanding third-party purchases. In no event will Seller be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Seller has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to Buyer. Seller disclaims any representation that it will be able to repair any product under warranty or make a product exchange without risk to or loss of programs or data. Buyer agrees to release and save Seller harmless from any and all liability arising out of use or misuse of Seller product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from use or misuse of Seller product. Seller is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.

Debarment and Suspension. Supplier affirms that neither it nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal Government and do not appear in the System for Award Management (SAM) Exclusions, which is a list maintained by the General Services Administration.

Termination for Convenience. Either party may at any time and for any reason terminate this contract at the party's convenience upon providing written notice to the other party specifying the extent of termination and the effective date. Upon receipt of such notice, Seller shall, unless the notice directs otherwise, immediately discontinue service in connection with the performance of this Agreement, and City shall cease any payments for any goods and services not yet provided. Seller shall be entitled to compensation for any work in progress at the time of notice.

Termination Penalties. In such case as either party is required to terminate the contract for cause, either party shall have any and all remedies available to it under law or equity.

Non-Appropriation. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated but the City will pay Seller for all services rendered prior to Contract termination. The City shall provide the Seller written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.



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The parties hereby agree to the terms and conditions above:

The City of Kerrville, Texas

Signature: _____

Printed Name: _____

Date: _____

Virtra, Inc.

Signature: _____

Printed Name: _____

Date: _____

APPROVED AS TO FORM

William L. Tatsch, Assistant City Attorney

ANNUAL SERVICE PLANS



FOR PRODUCT: V-100

PLAN COSTS

VirTra's Annual Service Plan is calculated at 10% of the total system investment. This includes all accessories and options; not to include installation, training and S&H charges.

PLAN INCLUDES

1. Dedicated VirTra Technicians available during Plan Year to support proper system function. Annual services performed remotely from Tempe, AZ while under contract and service plan renewal date.

- | | |
|---|--|
| • Upgrade VirTra Operating System (VOS) Features ¹ | • Refill Station & Regulator Maintenance |
| • Provide new VirTra Training Scenarios ² | • Repair/Recondition Recoil Kits as needed |
| • Update V-VICTA Materials | • Provide Zeroing Assistance/Re-training |
| • Verify condition of V-100 Laptop | • Threat-Fire™ Devices Maintenance |
| • Perform Computer Diagnostics | • OC & TASER Device Maintenance |
| • Verify Condition of Simulator Screen(s) | • Function Test Speakers and Sound FX |
| • Upgrade to Most Current Base Library | • Provide System Status Report |
| • System Calibration Assistance/Re-Training | • Provide User Training Assistance |

2. Parts and Labor in the event of a non-functioning system or accessory.³

3. Use of VirTra's Advance Replacement Program.⁴

4. Telephone Support between the hours of 8AM and 5PM AZ Time. After Hours Support calls returned between 8AM and 9AM the following day.

5. Travel expenses if a VirTra technician must travel to customer location.

6. Two-day Shipping on all replacement or repaired parts⁵

7. Remote Assistance⁶

1) VirTra Operating Software Version will be automatically upgraded to the most current and applicable release annually. System Hardware must be supportive of the new release and have enough hard drive space available on the system. 2) Customer's under a valid Annual Service Plan will receive the most current base library once per service year. Not all training scenarios may be compatible depending on the VOS version installed on VirTra system. 3) TASER X26 blue handle units found to be defective under an Annual support plan will be replaced with laser sim cartridges and customer will be required to supply working TASER handle(s). 4) Limited Quantities and not available for all components. 5) Where Available. 6) Customer must allow access.



LIMITATION & EXCLUSIONS

The following terms and conditions govern the sale of this service contract between VirTra Inc. ("VirTra") and the original purchaser of the product ("Customer") in the continental United States. By purchasing, Customer agrees to be bound by and accepts these terms and conditions identifying how VirTra will support the VirTra Inc.(s) ("Equipment"). This agreement may not be canceled and Customer will not receive a refund of any amount paid hereunder. This warranty will be effective for a span of one (1) calendar year from the date of installation and acceptance of Equipment by Customer. Customer may purchase an additional warranty to extend beyond the first year coverage period. Additional warranties are available in calendar years based upon the original date of installation. Warranty is only valid for equipment installed within the 48 continental United States.

1.0 VirTra Obligations. VirTra's basic obligation shall be to ensure Equipment remains free from defects in materials and workmanship. VirTra will provide a Service Manager available with telephone support that can be contacted (for hardware or software issues). VirTra also must continue to develop the software in support of the Equipment, to include fixes and updates, improvements in operation, and new features – provided free of charge during the extended warranty period. If issues cannot be corrected by e-mail, teleconferences, or by shipping equipment back to VirTra/Customer, then VirTra will send a qualified technical support representative to the location for on-site service.

2.0 Customer Obligations. The Customer has responsibility for exercising reasonable care in operating, handling and maintaining the Equipment. Customer acknowledges and agrees that VirTra may subcontract performance of certain services hereunder to third parties selected by VirTra. VirTra may, at its sole discretion, leave spare parts for Equipment with Customer. Customer must maintain consumable items such as projector bulbs, CO2 tanks, and batteries. Equipment operation, handling, and maintenance procedures are covered by documentation which will be provided with the equipment. Equipment failure or damage which is attributable to the Customer's, or a third-party's, rough treatment, abuse, misuse, neglect, additions, adjustment, or modification is the responsibility of the Customer. The Customer is expected to work promptly with VirTra's service technician to resolve equipment problems. Customer is also responsible for notifying VirTra once replacement parts are received. Customer certifies they will maintain all Equipment and parts in a safe, secure and in an environmentally controlled area. This area must include, but not limited to, controllable HVAC, and must protect against electrical surges and black or brown outs. VirTra strongly recommends the purchase and use of uninterrupted power supplies (UPS) and high-quality surge protectors for equipment.

3.0 Replacement Products and Parts. VirTra, at its sole discretion, may replace the failed Equipment or any part thereof, with a product of comparable or greater specified functionality which may be of a different model or manufacturer. Replacement products and parts become Customer's property; returned Equipment becomes property of VirTra. VirTra has no obligation to return replaced products or parts to the Customer.

4.0 Excluded Services. The following services are specifically excluded from this contract, and any excluded services performed by VirTra may be subject to additional charges. (a) Repair of damage to the Equipment resulting from accident; improper packaging by Customer; Customer negligence; misuse; unauthorized repairs; failure of electrical power, air conditioning, humidity control, vandalism, fire, water damage or other casualty resulting from causes beyond the control of VirTra. (b) Installation of 3rd. party software in violation of operating procedures. (c) Repair or replacement of equipment without prior consent of VirTra.

5.0 Limitation of Liability. (a) Coverage under this contract does not insure uninterrupted operation of the Customer's Equipment. VirTra's maximum liability under this contract will be limited to replacing the failed Equipment under dispute with comparable equipment. (b) No Consequential Damages. VirTra SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, USE, OR DATA FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, UNDER ANY LEGAL THEORY, EVEN IF VirTra

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. (c) Disclaimer of Warranties. THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND ARE WITHOUT A WARRANTY OF ANY KIND. VirTra DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.0 Termination for Cause. VirTra shall have the right to terminate this contract immediately upon written notice in the event that Customer violates any provision of this contract, including (without limitation) failure to make payment and if such violation remains un-remedied for more than thirty (30) days after Customer receives notice of the violation from VirTra; or in the event that Customer: (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law; (iii) becomes insolvent; (iv) makes a general assignment for the benefit of its creditors; or (v) becomes subject to direct control by a trustee, receiver or similar authority.

7.0 Concurrent Remedies; Attorneys' Fees. The rights and remedies set forth in this contract may be exercised concurrently or separately by VirTra without waiver of any of the rights or remedies otherwise existing at law or in equity. In the event of Customer's default, to the extent permitted by Texas law, VirTra shall have the right to collect all expenses of collection and recovery, including reasonable attorneys' fees.

8.0 Obligation to Pay. Customer's obligation to pay all charges which shall have accrued during the term of this contract shall survive any termination of this contract.

9.0 Assignment. This contract may be assigned by VirTra to any other party without notice to Customer; provided, however, that any assignee shall be responsible to Customer as set forth in this contract and VirTra shall promptly notify Customer of any such assignment. In such an event, reference to "VirTra" in this contract shall be deemed to be a reference to the assignee and such provision shall apply to any subsequent assignment by any assignee. This contract may not be assigned by Customer.

10.0 Governing Law. This contract shall be construed in accordance with Texas law as if entered into between two parties residing in Texas and wholly performed within Texas .

11.0 Notices. Any notice given under this contract (except for routine requests for service) shall be in writing and shall be deemed effective, upon delivery, to the address specified on the contract, or such other address as the parties may provide each other from time to time by written notice.

12.0 Severability; Waiver. In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, this contract shall be enforced to the maximum extent possible. No waiver of any provision of this contract by either party shall be deemed to be an ongoing waiver of such provision by such party.

13.0 Force Majeure. VirTra shall not be liable for failure to service the Equipment when such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil and military authority, strikes, flood, epidemics, war, riots, delays in transportation and inability due to causes beyond its reasonable control to obtain necessary labor or materials or replacement products or components thereof.

14.0 Entire Agreement. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall be binding on the parties and their respective successors and assigns and shall supersede any additional or conflicting terms of any other document. This contract may not be modified or amended unless agreed to by both parties in writing.



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

SUBJECT: Approval of Zoning Board of Adjustment Rules of Procedure.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 23, 2022

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$0	\$0	\$0	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

The Zoning Board of Adjustment adopted, with a unanimous vote on April 28th, Rules of Procedure for its meetings. This is done pursuant to Local Government Code, Chapter 211, Section 211.008(e) "The board by majority vote shall adopt rules in accordance with any ordinance adopted under this subchapter and with the approval of the governing body." In accordance with this section, staff is now seeking Council's approval of the rules.

RECOMMENDED ACTION:

Adopt the ZBA Rules.

ATTACHMENTS:

[20221213_ZBA Rules of Procedure.pdf](#)

ZONING BOARD OF ADJUSTMENT RULES OF PROCEDURE

1. The City of Kerrville Zoning Board of Adjustment ("Board") shall hold meetings as needed, typically on Thursdays, beginning at 4:00 p.m. All Board meetings are open to the public.
2. Per the City's Zoning Code, four members of the Board must be present for the consideration of a case specified in §§60-27, -28 of the code.
3. The Board shall elect a chair and vice-chair from among its regular members at its first meeting of each new year held after October 1. Each officer shall serve a term of one year ending on September 30 after each election and may not serve more than two consecutive, one-year terms in such positions. The Board secretary shall be an employee of the City. It shall be the duty of the chair, or in the absence of the chair, the vice chair, to preside at all meetings of the Board.
4. Agenda items shall be considered in the order they appear on the agenda; however, agenda items may be considered out of order under special circumstances with the consent of a majority of the Board.
5. All motions shall be formed in the positive, *i.e.*, "Move to approve Case ####..." All motions for variances and appeals shall be considered approved with the concurring vote of three-fourths of the members of the Board of adjustment (*i.e.*, 4 members).
6. No case shall be considered by the Board when the required and necessary documentation and support information has not been made available to City staff and the Board at least one week in advance of the meeting.
7. All regular Board members shall be required to attend each meeting. Alternates may attend when filling in for an absent member or at their discretion. Only regular or designated alternate members may vote on agenda items, but no more than 5 such members shall consider and vote on any item. All members shall be subject to the attendance requirements pursuant to the *Procedural Rules for Kerrville City Boards*.
8. In the event that a regular member is absent, the alternate member(s) present will fill the vacant seat of absent regular members.
9. These rules are intended to comply with the City's Charter, the *Procedural Rules for Kerrville City Boards*, and applicable state law.



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

SUBJECT: Contract with Recon Infosec for Managed Detection and Response (MDR) services through the TIPS purchasing contract, for the amount of \$60,486 per year.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 23, 2022

SUBMITTED BY: Charvy Tork

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$60,486	\$60,486	\$60,486	01-0190-3130

PAYMENT TO BE MADE TO: Recon Infosec

Kerrville 2050 Item?	Yes
Key Priority Area	F - Public Facilities and Services
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Cyberattacks are among the top risks facing local governments. Not only are cyberattacks expensive, but they are also disruptive to services and critical functions. So long as municipalities are going to remain connected online to constituents and themselves, cybersecurity will always be a concern. The rapid expansion of digital technologies such as mobile apps, sensors, and the Internet of Things (IoT) helps provide increased transparency and streamlined operations. However, the proliferation of such technology can also increase the City's vulnerabilities to cyberattacks.

The City of Kerrville is committed to strengthening cybersecurity practices including conformance to the National Institute of Standards and Technology (NIST), network monitoring, managed risk, detection, and response. Cyberattacks happen 24 hours a day, seven days a week, and require constant monitoring to detect, respond, and recover (also known as Managed Detection and Response (MDR)). Monitoring is done by both people and artificial intelligence computers for speed and accuracy.

Hiring additional full-time staff would require having multiple staff members on a rotating schedule within a 24 hour period, every day monitoring logs and actions, learning about and mitigating the latest attack vectors. Not to mention providing the staff members with the

security tools needed for the job. Rather than hiring multiple full-time security experts on staff, the City is proposing to enter into an agreement with Recon Infosec to provide Managed Detection and Response services. These services will augment the IT Department's ability to better manage cyber risk by improving the process of detecting, analyzing, and responding to threats. Recon Infosec will provide 24/7/365 monitoring of our environment, real-time visibility in operations, better insight into threat intelligence, and improvements to the City's overall security posture without significantly increasing operating expenses.

Services include:

- Developing proactive security initiatives
- Strategic guidance on information security frameworks and priorities
- Collecting, aggregating, and analyzing data from the City of Kerrville's existing traditional and cloud environments
- Detecting threats, triaging alerts and responding to incidents
- Maintaining and expanding a custom threat signature library to keep pace with the latest emerging threats

The City of Kerrville's IT team will continue to:

- Make important decisions about the City's security
- Manage controls, network, and devices
- Implement strategic initiatives

The agreement is for one year for a total of \$60,486.00. Purchasing compliance has been followed by utilizing TIPS Contract 210101 (Technology Solutions, Products, and Services). TIPS is an acronym for The Interlocal Purchasing System. It is a national purchasing cooperative that offers access to competitively procured purchasing contracts to its membership.

Approval of this agreement will provide the City of Kerrville with a managed Security Operations Center (SOC) staffed with IT experts solely focused on the organization's security.

RECOMMENDED ACTION:

Authorize the City Manager to enter into a contract with Recon Infosec for Managed Detection and Response (MDR) services in the amount of \$60,486 per year.

ATTACHMENTS:

[*20221213_Contract Recon Info Sec cybersecurity system 112922.pdf*](#)

This Texas Local Government Master Solution Agreement (the "**Agreement**") is a legal agreement entered into by and between Recon Infosec, Inc. ("**Recon**") and the local government agency identified on an order form ("**Customer**") and governs any executed order forms, quotes, or other ordering document ("**Order Form**") that reference this Agreement. This Agreement is effective on the date Customer executes the Order Form or submits a matching purchase order to Recon (the "**Effective Date**"). This Agreement permits Customer to purchase subscriptions to the Solutions (defined below) identified in the Order Form and sets forth the terms and conditions under which those Solutions will be delivered. The Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein and any Order Forms that reference this Agreement. If there is a conflict between the terms below and the Order Form, the documents will control in the following order: the Order Form then this Agreement.

BY EXECUTING AN ORDER FORM, DELIVERING A PURCHASE ORDER OR OTHER CONFIRMATION TO RECON OR THE AUTHORIZED PARTNER DOCUMENTING ACCEPTANCE OF AN ORDER FORM, CUSTOMER (OR ITS AUTHORIZED AGENT, IF APPLICABLE) EXPRESSLY AND EXPLICITLY ACKNOWLEDGES AND AGREES THAT THIS IS A BINDING AGREEMENT AND CUSTOMER HEREBY AGREES TO THE TERMS OF THIS AGREEMENT. AN ORDER FORM IS CONSIDERED ACCEPTED WHEN COUNTERSIGNED BY RECON, WHETHER MANUALLY OR ELECTRONICALLY.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Scope.**

1.1. **Solutions.** Recon, together with its affiliates, will provide the specific products and services ("**Solutions**") as specified in the applicable Order Form. A Solution may consist of hardware equipment, which may be virtual or physical appliances ("**Equipment**"), software, including any add-ons offering enhanced features and functionality made generally available to Recon customers from time-to-time (collectively, the "**Software**"), a cloud service offering, Software support (collectively, "**Services**"), and/or additional professional services as defined below ("**Professional Services**"). The Solutions are provided on a subscription basis for a set term designated on the Order Form (each, a "**Subscription Term**") for the one-time costs and subscription fees set forth therein (the "**Fees**"). Customer may access and use the Solutions, and any Documentation associated therewith, solely for its own internal business purposes and in accordance with the terms and conditions of this Agreement, such associated Documentation, any scope of use restrictions designated in the applicable Order Form. "**Documentation**" means user manuals, training materials, product descriptions and specifications, and other printed information relating to the Solution, as in effect and generally available from Recon, but expressly excluding marketing and sales collateral and materials.

1.2. Future Functionality. Customer agrees that it has not relied on the availability of any future functionality of any other future product or service in executing this Agreement or any Order Form.

2. Equipment. If the Order Form specifies that Customer will receive Equipment, then Customer is responsible for installing the Equipment at the location(s) specified by Recon and for the implementation of appropriate data protection practices related to the protection of any information included on such Equipment while the Equipment is located within Customer's environment. If Customer attempts to install or use the Equipment at a location other than specified by Recon, the Solutions may fail to function or may function improperly. In the event Customer relocates the Equipment, Customer will promptly notify Recon so that Equipment deployment information can be updated within Customer's account. If Customer does not return the Equipment to Recon, Customer will be liable to Recon for the replacement cost of the Equipment. If applicable, Recon will ship Equipment to Customer and will pay the freight costs associated with shipping the Equipment to Customer's designated locations, F.O.B. Destination, Inside Delivery. Customer is responsible for all additional costs and expenses associated with shipping the Equipment to its designated locations and for the return of the Equipment to Recon upon termination of the Subscription Term.

3. Professional Services. Certain Recon Solutions may require Professional Services, such as onboarding, or may be stand-alone offerings, and any such Professional Services shall be specified on an applicable Order Form.

4. Software and Services. Subject to and conditioned upon Customer's compliance with the terms of this Agreement, Recon grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive license during the Subscription Term to install the object code form of the Software, but only in connection with Customer's use of the Solutions and otherwise in accordance with the Documentation and this Agreement. Customer acknowledges that any changes made by the Customer to the Customer's infrastructure or configuration of the Solutions after initial deployment which was not requested or directed by Recon may cause the Solutions to cease working or function improperly and that Recon will have no responsibility for the impact of any such Customer changes.

5. Reservation of Rights and Ownership. Recon owns or has the right to license the Solutions and any associated Documentation ("**Recon Technology**"). Customer acknowledges and agrees that: (a) the Recon Technology is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws; (b) Recon retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Recon Technology, excluding any rights, title, and interest in any Third Party Products (as defined in Section 12.3 below) which shall be retained by its third party licensor(s), any other deliverables, any and all related and underlying technology and any derivative works or modifications of any of the foregoing, including, without limitation, any Feedback (as defined below); (c) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Recon; (d) the Solution, excluding Professional Services, is licensed on a subscription basis, not sold, and Customer acquires no ownership or other interest (other than the license rights expressly

stated herein) in or to the Recon Technology; and (e) the Solution is offered as an on-line, hosted solution, and Customer has no right to obtain a copy of the Software. Feedback includes suggestions, comments or other feedback ("**Feedback**") provided to Recon by Customer with respect to the Solutions.

6. Restrictions, Responsibilities, and Prohibited Use.

6.1. Restrictions. Customer agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works based on the Recon Technology; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Solutions, except to the extent expressly permitted by applicable law (and then only upon advance notice to Recon); (iii) interfere with or disrupt the integrity or performance of the Solutions or the data contained therein or block or disrupt any use or enjoyment of the Solutions by any third party; (iv) attempt to gain unauthorized access to the Solution or their related systems or networks; or (v) remove or obscure any proprietary or other notice contained in the Recon Technology. If Recon, in its reasonable discretion, determines that Customer's use of or access to the Solutions imposes an actual or imminent threat to the security or stability of Recon's infrastructure or that Customer is abusing its use of the Solutions in contravention with the terms of this Agreement, Recon may, in addition to any other right herein, temporarily suspend Customer's access to the Solutions until such activity is rectified. If commercially practicable, Recon shall provide Customer with notice prior to any such suspension and shall work with Customer in good faith to reinstate the Solutions promptly.

6.2. Recon Responsibilities. Recon shall provide the Solutions in accordance with the terms of this Agreement. The Solutions provided under this Agreement shall include any updates, upgrades, bug fixes, version upgrades or any similar changes that are made generally available to Recon's customers free of charge from time to time during the Subscription Term.

6.3. Customer Responsibilities. Customer must identify the administrative users for its account ("**Administrators**"). Each Administrator will receive an administrator ID and password and will need to register with Recon. Customer is responsible for notifying Recon about changes to Administrators, including but not limited to termination, change of authority, and the addition of Administrators. Customer acknowledges and agrees that Administrators will be able to view all Solutions Data and other traffic and activities that occur on Customer's network and that Customer is responsible for all activities that occur under Administrator accounts. Administrator IDs are granted to individual, named persons and cannot be shared or used by more than one Administrator but may be reassigned from time to time to new Administrators.

6.4. Prohibited Use. Customer represents and warrants that Customer is not a Prohibited Person nor owned or controlled by a Prohibited Person. "**Prohibited Persons**" shall mean a person or entity appearing on the lists published by the U.S. Department of Commerce, the U.S. Department of State, the U.S. Department of Treasury or any other list that may be published by the U.S. Government, as amended from time to time, that is prohibited from acquiring ownership or control of items under this Agreement, or with which Recon is prohibited from doing business.

6.5. Export/Import Compliance. Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing: (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Customer will not (and will not permit any of its users to) access or use the Solutions in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer will not submit to Recon, directly or through the Solutions, any information that is controlled under the U.S. International Traffic in Arms Regulations.

7. Fees, Payment, Taxes, and Audit. Pricing for the Solutions will be specified on an Order Form. All fees are payable in U.S. Dollars and are non-cancelable and non-refundable. Delinquent amounts shall bear interest as provided for in the Texas Prompt Payment Act (Tex. Gov't Code Ch. 2251). If Customer fails to make any payments due under this Agreement or an applicable Order Form, Recon shall notify Customer of such nonpayment. If a payment that is due remains unpaid for ten (10) days after Recon provides Customer with notice of such nonpayment, Recon may cease providing the Solutions without any liability to Recon. The amounts payable to Recon are exclusive of any sales, use, excise, value added, import, or other applicable taxes, tariffs or duties ("Taxes"). Customer is solely responsible for payment of all Taxes except for any taxes based solely on Recon's net income. If Customer is required to pay any Taxes, Customer shall pay such Taxes with no reduction or offset in the amounts payable to Recon hereunder and Customer will pay and bear such additional amount as shall be necessary such that Recon receives the full amount of the payment required as if no such reduction or offset were required. If Recon has the legal obligation to pay or collect Taxes for which Customer is responsible, Customer authorizes Recon to charge Customer for such amount. If Customer believes that Recon has billed Customer incorrectly, Customer must contact Recon no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Recon's accounting department.

8. Compliance with Laws. Each party represents and warrants that, during the term of this Agreement, it will comply with all foreign, federal, state and local statutes, laws, orders, rules, regulations and requirements, including those of any governmental (including any regulatory or quasi-regulatory) agency applicable to such party as it pertains to its obligations herein.

9. Confidentiality. Either party (as a "Discloser") may disclose confidential and proprietary information, orally or in writing ("Confidential Information") to the other party (as a "Recipient"). All such information shall be marked with a restrictive legend of the Discloser or, if orally or visually disclosed to Recipient by Discloser, or disclosed in writing without an appropriate letter, proprietary stamp or legend, information that would be apparent to a reasonable person that such information is of a confidential or proprietary nature shall constitute Confidential Information. Notwithstanding the foregoing, contract terms relating to Solutions Data shall be set forth in Section 10. Notwithstanding the marking requirements of this Section, Customer acknowledges that the following

constitutes Confidential Information of Recon: any pricing, trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to the Recon Technology; the design and architecture of the Recon Technology; the computer code, internal documentation, and design and functional specifications of the Recon Technology; and any intellectual property and know-how included in the problem reports, analysis, and performance information related to the Recon Technology. Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder. Each party agrees to take commercially reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement. The Recipient may disclose Confidential Information only: (a) with the Discloser's prior written consent; or (b) to those employees, officers, directors, agents, consultants, and advisors with a clear and well-defined "need to know" purpose who are informed of and bound by the obligations of this Agreement. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to the extent required by law; however, the Recipient will give, to the extent legally permissible and reasonably practical, the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of this Agreement. To the extent legally required, Recon may report any violations of law pertaining to any Customer Confidential Information and/or Customer's use of the Solutions. The Discloser agrees that the foregoing obligations shall not apply with respect to any information that the Recipient can document is: (i) rightfully in its possession or known to it prior to receipt from the Discloser without an obligation of confidentiality; (ii) or has become public knowledge through no fault of the Recipient; (iii) rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; or (iv) independently developed by employees of the Recipient who had no access to Discloser's Confidential Information. Upon expiration or termination of this Agreement for any reason, and except as otherwise provided in Section 16 below, each party shall promptly destroy all copies of the other party's Confidential Information and copies, notes or other derivative material relating to the Confidential Information. Recon expressly acknowledges that Customer is a public entity subject to Chapter 552 of the Texas Government Code and records retention obligations identified in the Texas Administrative Code.

10. Solutions Data.

10.1. Solutions Data. "Solutions Data" means, depending on the Solution deployed, the operational system log data and any other information which Customer may elect to submit to Recon through the Solutions, including, but not limited to operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursory inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data. As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Solutions Data (excluding any Recon Technology used with the Solutions Data). Customer hereby grants Recon, during the term of the Agreement,

a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify and create derivative works of the Solutions Data solely to the extent necessary to provide the Solutions to Customer. If Recon is compelled by law to disclose Solutions Data or its summary reports related thereto, it shall provide prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Customer's cost, if Customer wishes to contest the disclosure. Customer hereby authorizes Recon to aggregate Solutions Data with other data so that results are non-personally identifiable with respect to Customer and collect anonymous technical logs and data regarding Customer's use of the Solutions ("**Aggregate/Anonymous Data**"). Notwithstanding anything to the contrary herein, such Aggregate/Anonymous Data will be deemed Recon Technology, which Recon may use for any business purpose during or after the term of this Agreement, including without limitation to develop and improve the Solutions and to create and distribute reports and other materials. Customer understands, and hereby consents, that Solutions Data may be accessed by Recon.

10.2. Personal Information. Confidential Information and Solution Data may include information that identifies, relates to, describes, is reasonably capable of being associated with or linked to a particular individual, whether directly or indirectly ("**Personal Information**"). Customer is responsible for the lawfulness of any such Personal Information and the receipt, use, and processing of it under the Agreement. Customer represents and warrants that, where it provides Personal Information to Recon or requests Recon collect or process such information, it (1) has complied with any applicable laws relating to the collection or provision of such information, (2) possesses any consents, authorizations, rights and authority required to transfer or permit Recon to collect, receive, or access any Personal Information for the Solutions, and (3) to the extent required by applicable law, informed the individuals of the possibility of Recon processing their Personal Information on Customer's behalf and in accordance with its instructions.

10.3. California Consumer Privacy Act. The parties acknowledge and agree that Recon is a service provider for the purposes of the California Consumer Privacy Act ("**CCPA**") and may receive personal information (as defined by the CCPA) from Customer pursuant to this Agreement for a business purpose. Recon shall not sell any such personal information. Recon shall not retain, use or disclose any personal information provided by Customer pursuant to this Agreement except as necessary for the specific purpose of performing the Solutions for Customer pursuant to this Agreement or as permitted by the CCPA. The terms "personal information," "service provider," "sale," and "sell" are as defined in Section 1798.140 of the CCPA. Recon certifies that it understands the restrictions of this Section. It is Customer's sole responsibility to notify Recon of any requests from consumers (as defined in the CCPA) seeking to exercise rights afforded in the CCPA with regard to personal information received or processed in connection with the Solutions. Recon agrees to provide reasonable cooperation to Customer in connection with such requests.

11. Indemnity.

11.1. Recon's Indemnity. RECON AGREES TO DEFEND, INDEMNIFY AND HOLD CUSTOMER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR

PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY RECON'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY RECON, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CUSTOMER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF RECON AND CUSTOMER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CUSTOMER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND CUSTOMER'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO RECON'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

11.2. Procedures. Recon's indemnification obligations are conditioned on the Customer: (a) providing Recon with prompt written notice of any claim, provided that the failure to provide such notice shall not limit the indemnifying party's obligation to indemnify; and (b) providing reasonable information and assistance to Recon in the defense or settlement of the claim at the Recon's expense. Notwithstanding the foregoing, Recon (i) may not make an admission of fault on behalf of the Customer without written consent, (ii) any settlement requiring Customer to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) Customer may join in the defense with its own counsel at its own expense

11.3. Options. If Customer's use of the Solutions has become, or in Recon's opinion is likely to become, the subject of any claim of infringement, Recon may at its option and expense: (a) procure for Customer the right to continue using and receiving the Solutions as set forth hereunder; (b) replace or modify the Solutions to make them non-infringing; (c) substitute an equivalent for the Solutions; or (d) if Recon, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement and refund any pre-paid unused Fees as of the effective date of termination.

12. Warranty and Warranty Disclaimer.

12.1. Solutions Warranty. RECON WARRANTS THAT DURING THE SUBSCRIPTION TERM THE SOLUTIONS SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION. IN THE EVENT OF ANY BREACH OF THIS SECTION 12.1, RECON SHALL, AS ITS SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY, REPAIR

OR REPLACE THE SOLUTIONS THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER OR IF RECON IS UNABLE TO REPAIR OR REPLACE, THEN RECON WILL REFUND ANY PRE-PAID FEES FOR THE SOLUTIONS, OR PARTS THEREOF, SUBJECT TO THE WARRANTY CLAIM.

12.2. Disclaimer. EXCEPT FOR THE WARRANTY DESCRIBED IN THIS SECTION, THE SOLUTIONS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE. CUSTOMER ACKNOWLEDGES THAT THE SOLUTIONS ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGE THAT RECON DOES NOT WARRANT: (A) THE OPERATION OF THE SOLUTIONS WILL BE UNINTERRUPTED, OR ERROR FREE; (B) THE SOLUTIONS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE; (C) THE FEATURES OR FUNCTIONALITIES OF THE SOLUTIONS WILL BE AVAILABLE AT ANY TIME IN THE FUTURE; AND (D) THE SOLUTIONS WILL IDENTIFY OR DETECT EVERY VULNERABILITY OR SECURITY ISSUE. CUSTOMER IS RESPONSIBLE AND RECON SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT THE USE OF THE SOLUTIONS COMPLIES WITH APPLICABLE LAWS IN THE JURISDICTION(S) IN WHICH CUSTOMER MAY DEPLOY AND USE THE SOLUTIONS.

12.3. Open Source Warranty. The Software includes certain Open Source Software. Open Source Software is governed solely by the applicable open source licensing terms, if any, and is provided "AS IS", and Recon hereby disclaims all copyright interest in such Open Source Software. Recon provides no warranty specifically related to any Open Source Software or any applicable Open Source Software licensing terms. Any fees paid by Customer to Recon are for Recon's proprietary Software only, and not for any Open Source Software components of the Software. Any license associated with an Open Source Software component applies only to that component and not to Recon's proprietary Software or any other third-party licensed software. The foregoing language is not intended to limit Recon's warranty obligation for the Solutions set forth in Section 12.1. "Open Source Software" means software with its source code made available pursuant to a license by which, at a minimum, the copyright holder provides anyone the rights to study, change, and/or distribute the software to anyone and for any purpose.

12.4. Customer Warranties. Customer represents and warrants that it shall: (i) obtain any licenses and/or consents necessary for Recon to perform its obligations under this Agreement; (ii) be responsible for ensuring the security and confidentiality of all Administrator IDs and passwords; (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solutions; (iv) notify Recon promptly of any unauthorized use of the Solutions or any breach, or attempted breach, of security of the Solutions; (v) not use the Solutions in a manner that would violate applicable laws or regulations; (vi) not use the Solutions and transfer any Solutions Data to Recon for any fraudulent purposes; and (vii) implement safeguards within Customer's environment to protect the Solutions, including specifically, the Equipment, from the introduction, whether intentional or unintentional, of (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Solutions; or (2) any device, method, or token whose knowing

or intended purpose is to permit any person to circumvent the normal security of the Solutions.

13. Limitation of Liability. EXCLUDING RECON'S PERSONAL INJURY AND INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS AS SET FORTH IN THIS AGREEMENT, FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, RECON WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE SOLUTIONS, LOST REVENUES OR PROFITS, LOSS OF SOLUTIONS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, BREACHES BY AN AUTHORIZED PARTNER, OR BREACHES IN CUSTOMER'S SYSTEM SECURITY; OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOLUTIONS THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT RECON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS.

14. Term and Renewal. This Agreement shall be in effect for the Subscription Term specified in the Order Form. The payment of any compensation due under this Agreement for any year within the initial Subscription Term or any renewal terms provided for herein is contingent upon the annual appropriation of funds by the Customers governing body in the annual budget and the Customer's obligations under this Agreement shall not constitute a general obligation of the Customer or indebtedness under the Constitution or laws of the State of Texas. In the event Customer should not, in the current or future fiscal years, appropriate or otherwise receive funds sufficient to purchase or continue related services under this Agreement (including any associated Support Programs), the Customer may terminate this Agreement for lack of appropriations by providing at least fifteen (15) days' written notice. Customer will pay for all undisputed fees and expenses related to services Customer has received as of the date of notice.

15. Updates. Recon reserves the right to modify the Solutions, this Agreement, the Terms, and the Documentation in Recon's sole discretion provided that such changes shall not materially decrease the Solutions features and functionalities that Customer has subscribed to during the then-current Subscription Term.

16. Termination. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement, provided that such terminating party has given the other party ten (10) days advance notice to try and remediate the breach. Upon termination, Customer agrees to cease all use of the Solutions and Recon Technology, installed or otherwise, and destroy all copies of any Recon Technology that are in its possession or under its control and promptly remove and return all Equipment to Recon. Except as otherwise required by law, Recon will remove, delete, or otherwise destroy all copies of Solutions Data and Confidential Information in its possession upon the earlier of (i) the return of the Equipment to Recon or (ii) one hundred-twenty (120) days following termination. Sections 7 (only as to amounts due and owing) and 9 through 14, 16, and 17 will survive the non-renewal or termination of this Agreement.

17. Miscellaneous.

17.1. Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the next business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, DHL, etc.) (receipt requested); or (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the addresses set forth on the signature page hereof (or at such other address for a party as shall be specified in a notice given in accordance with this Section 17). This Section does not affect Customer's non-waivable rights. Recon's address for notification purposes shall be: 11824 Jollyville Road, Suite 404, Austin, Texas 78759. Customer's address for notification purposes shall be as set forth on the Order Form. Either party may update its notice address upon written notice to the other party.

17.2. Notwithstanding any other terms to the contrary contained herein, Customer grants Recon the right to use Customer's name or logo in customer lists, marketing materials, and verbal discussions with prospective customers to communicate that Customer uses the Solutions.

17.3. The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer-employee, franchisor-franchisee, agency, partnership, or joint venture relationship between the parties. Recon shall be primarily liable for the obligations of any subcontractors used in the delivery of the Solutions.

17.4. This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Customer shall not be entitled to assign, subcontract, delegate or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law or any other manner, without Recon's express prior written consent. Any purported assignment, subcontract, delegation or other

transfer in violation of the foregoing shall be null and void. No such assignment, subcontract, delegation or other transfer shall relieve the assigning party of any of its obligations hereunder.

17.5. This Agreement shall be governed by the laws of the State of Texas without regard to the conflicts of law provisions thereof.

17.6. Exclusive venue for any dispute arising out of this Agreement is in Kerr County, Texas.

17.7. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

17.8. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purpose of such void or unenforceable provision. Recon does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.

17.9. This Agreement (including the exhibits hereto, if any) constitutes the parties' entire agreement by and between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding by and among the parties with respect to such subject matter. Except as otherwise provided herein, this Agreement may be amended, modified or supplemented only by an agreement in writing signed by each party.

17.10. The parties have participated mutually in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted mutually by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

17.11. Governmental Immunity. Unless otherwise required under the law, the Parties agree that Customer has not waived its governmental immunity by entering into and performing their obligations under this Agreement.

17.12. Arbitration. In the event of a dispute which may arise under this Agreement, Customer does not agree to arbitration.

17.13. Texas Local Government. The parties hereby acknowledge and agree that Customer is entering this Agreement pursuant to its governmental function and that nothing contained in this Agreement shall be construed as constituting a waiver of the Customer's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the Customer's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

17.14. Protection of Resident Workers. The Customer actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). Recon shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. Customer reserves the right to audit Recon's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at Customer's expense.

17.15. Immigration Reform and Control Act (8 U.S.C. §1324a). The Customer supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. Recon shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. Recon shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. Recon and its Subcontractors shall at all times during the term of the contract with Customer comply with the requirements of IRCA and shall notify Customer within fifteen (15) working days of receiving notice of a violation of IRCA. Customer may terminate a contract with Recon if Customer determines that (a) Recon or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if Recon fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) Recon or its Subcontractors fail to timely notify Customer of an IRCA violation.

17.16. Disclosure. Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the Customer must

complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with Customer. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the Customer no later than the seventh business day after the person or agent begins contract discussions or negotiations with the Customer or submits an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the Customer. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the Customer to comply with the filing requirements of Chapter 176.

17.17. Texas Government Code Chapter 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Recon affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

17.18. Texas Government Code Chapter 2274. Pursuant to Texas Government Code Chapter 2274, Recon affirms, by entering into this Agreement, that it does not have a practice, policy, guidance, or directive that discriminates and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

17.19. Texas Government Code Chapter 2271. Pursuant to Texas Government Code Chapter 2271, Recon affirms, by entering into this Agreement, that it does not and will not boycott Israel during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the AGREEMENT as of the date set forth below.

CUSTOMER

RECON INFOSEC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM


William L. Tatsch, Assistant City Attorney



11824 Jollyville Rd. Suite 400
Austin, Tx 78759

Quote Number: OP-204378

Sales Quote

Today's Date : 10/13/2022

Customer:

City of Kerville
Charvy Tork
CHARVY.TORK@kervilletx.gov

Account Manager:

Sequel Data Systems
Jonathan Clifton
jonathan.clifton@sequeldata.com
Office: 512-918-8841

Item	Product ID	Qty.	Description	Monthly Price	Ext. Monthly Price	Ext. Yearly Price
1	MDR-WKS	425	Recon InfoSec			
			MDR User Workstation License - per user per month for 1yr	\$ 11.86	\$ 5,040.50	\$ 60,486.00
			TIPS Contract 210101 Technology Solutions, Products, and Services			
					Yearly Total	\$ 60,486.00



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

SUBJECT: Construction Agreement with Alsay Incorporated for the Water Well No 9 (H Street) Improvement Project in an amount of \$294,000.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 30, 2022

SUBMITTED BY: Stuart Barron, Director of Public Works

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$294,000	N/A	\$0.00	71-7100-5500

PAYMENT TO BE MADE TO: Alsay, Inc.

Kerrville 2050 Item?	Yes
Key Priority Area	W - Water / Waste-Water / Drainage
Guiding Principle	N/A
Action Item	W3.1 - Examine all potential solutions o improving water quality that could be applicable to Kerrville

SUMMARY STATEMENT:

The City of Kerrville groundwater well number 9 (H Street well) has a well liner fail due to age and has caused the well to be non-operational. This proposed project will replace the groundwater well liner and pump as well as update the electrical and SCADA systems at the well head.

The project is funded within the Water Capital Project Fund, and construction is anticipated to be complete by Summer 2023 so that the well can hopefully be fully operational during the dry summer months.

The project was placed for advertisement, the bid opening was held November 30, 2022 and three bids were received, with Alsay Incorporated as the apparent low bid. Staff evaluated the bid and recommend awarding the base bid for a total contract amount of \$294,000.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute a contract with Alsay Incorporated for the H Street well rehabilitation project.

ATTACHMENTS:

[20221213_Letter Recommendation H Street Well.pdf](#)
[20221213_Bid Summary H Street Well.pdf](#)



Hewitt Engineering, Inc.
Consulting Engineering Services

December 5, 2022

Mr. Kyle Burow, P.E., CFM
Director of Engineering
City of Kerrville
701 Main Street
Kerrville, TX 78028

**Re: Water Well No 9 (H Street) Improvements Project PW No. 22-019
Bid Tabulation**

Dear Kyle,

Sealed bids were received at 3:00 p.m. on November 30, 2022 for the City of Kerrville Water Well No. 9 (H Street) Improvements project. Three bids were received for the project. The low bid for the project was submitted by Alsay Incorporated for \$294,000.00. The engineer's estimate for this project was \$275,000.00. The average bid was \$369,001.33.

The scope of work for the project includes brushing and cleaning the existing steel casing in the well, jetting and removing fill from the bottom of the hole and clean the open hole section, setting 6-inch stainless steel screen, 8-inch and 6-inch steel casing, 8-inch x 6-inch swage and pressure cementing in place, providing camera survey of the well, developing the well, installing the submersible pump, performing a pump test, and furnishing and installing all electrical service and components

Based on a review and tabulation of the proposals and previous performance by Alsay Incorporated on similar type projects, I recommend award of the contract to Alsay Incorporated on the basis of their lowest qualified bid of \$294,000.00.

Please feel free to call me at 830-315-8800 or by email at jmhewitt@hewitt-inc.com if you have any questions or require additional information.

HEWITT ENGINEERING INC.

Texas Registered Engineering Firm F-10739

John M. Hewitt, P.E., CFM



APPARENT LOW BIDDERS**City of Kerrville Water Well No. 9 (Well H) Rehabilitation**

ID: 22-019

Bid Summary	
Engineers Estimate	\$275,000
Total Bids	3
AMLT \$	\$69,004.00
AMLT %	23.47%
Average Bid	\$369,001.33

	Bidder	BASE BID
1	Alsay Incorporated <i>Submitted: 11/30/2022 2:51:00 PM</i>	\$294,000.00
2	Peerless Equipment <i>Submitted: 11/30/2022 11:35:29 AM</i>	\$363,004.00
3	J&S Water Wells <i>Submitted: 11/30/2022 2:37:56 PM</i>	\$450,000.00

Bids opened at: 11/30/2022 3:01:36 PM



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

SUBJECT: Amendment to Lease Agreement for 715 Water Street with Kerrville's Fourth on the River (Arcadia Live).

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** December 2, 2022

SUBMITTED BY: Megan Folkerts, Senior Management Analyst

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
0	N/A	0	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? Yes

Key Priority Area D - Downtown Revitalization

Guiding Principle N/A

Action Item D1.6 - Support new anchors in the Downtown, such as the A. C. Schreiner Mansion or the Arcadia, to increase public and visitor traffic

SUMMARY STATEMENT:

In December 2019, the City of Kerrville entered into a Lease Agreement with Kerrville's Fourth on the River (Arcadia Live). September 1, 2022, Arcadia Live was approved for a sign variance at the Planning and Zoning Commission Meeting. Per the original lease agreement, any alterations to the building must be notated within the Exhibits attached to the lease. The proposed Amendment allows for the listed alterations that Arcadia Live has proposed, and will grant the tenant permission to install the marquee sign and under-canopy theater lights they have requested.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute the proposed Amendment to Contract 2019-93 Lease for 715 Water Street.

ATTACHMENTS:

[20221213_Contract Office Lease Fourth on the River Inc.pdf](#)

**FIRST AMENDMENT TO THE
OFFICE LEASE BETWEEN CITY OF KERRVILLE AND
KERRVILLE FOURTH ON THE RIVER, INC.**

This *First Amendment to the Office Lease between City of Kerrville and Kerrville Fourth on the River, Inc.* is made and entered into by and between the **CITY OF KERRVILLE**, a Texas home rule municipality ("Landlord"); and **KERRVILLE FOURTH ON THE RIVER, INC.**, a Texas nonprofit corporation, ("Tenant"); and amends that certain *Office Lease between the City of Kerrville and Kerrville Fourth on the River, Inc.* (the "Lease"), pursuant to Subsection E.19 of the Lease, said Lease dated on or about December 1, 2019, as follows:

1. Section B., subsection 6 of the Lease is amended with new language indicated by blue, underline (addition) as follows:

"6. Alter the Premises without Landlord's prior written consent. Tenant's proposed alterations to the Premises are attached as Exhibit B, which includes the installation of a marquee style sign ("Sign") and under canopy theater lighting, both of which are as depicted on Exhibit B-1, of which Landlord acknowledges and approves. The parties acknowledge and agree that such alterations remain subject to the application of building codes. Tenant shall maintain the Sign in compliance with the Landlord (City) Sign Code (Ch. 82, Code of Ordinances) and other applicable laws."

2. Section E., subsection 2 of the Lease is amended with new language indicated by blue, underline (addition) as follows:

"2. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted. Tenant's proposed alterations to the Premises are attached as Exhibit B and Exhibit B-1. The parties acknowledge and agree that such alterations remain subject to the application of building codes."

3. Except as amended hereby, Landlord and Tenant agree that the Lease is and shall remain in full force and effect in accordance with its terms.

SIGNED this the _____ day of _____, 2022.

CITY OF KERRVILLE, TEXAS

KERRVILLE FOURTH ON THE
RIVER, INC.

By: _____
E.A. Hoppe, City Manager

By: _____

Name: _____

Its: _____

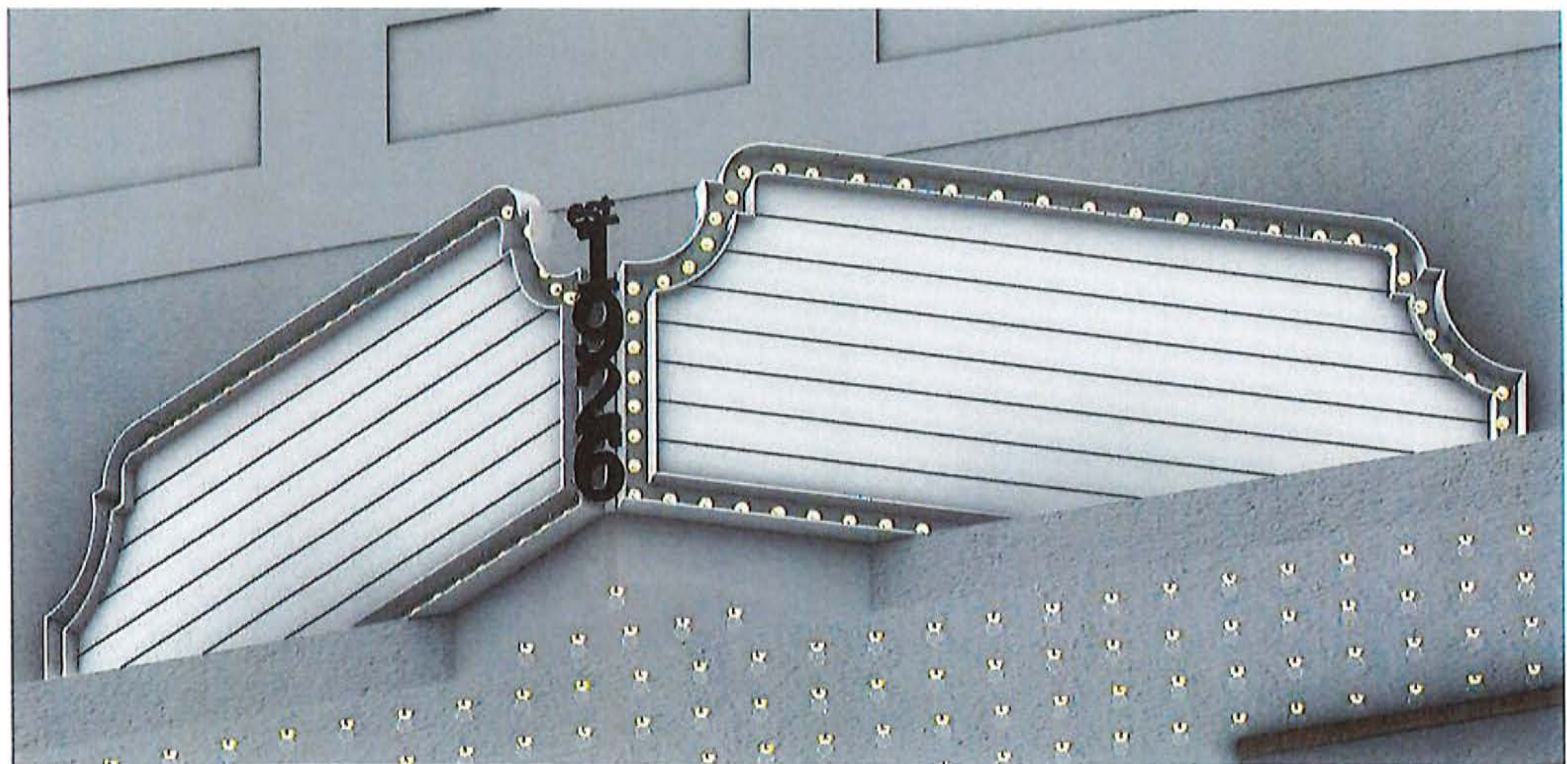
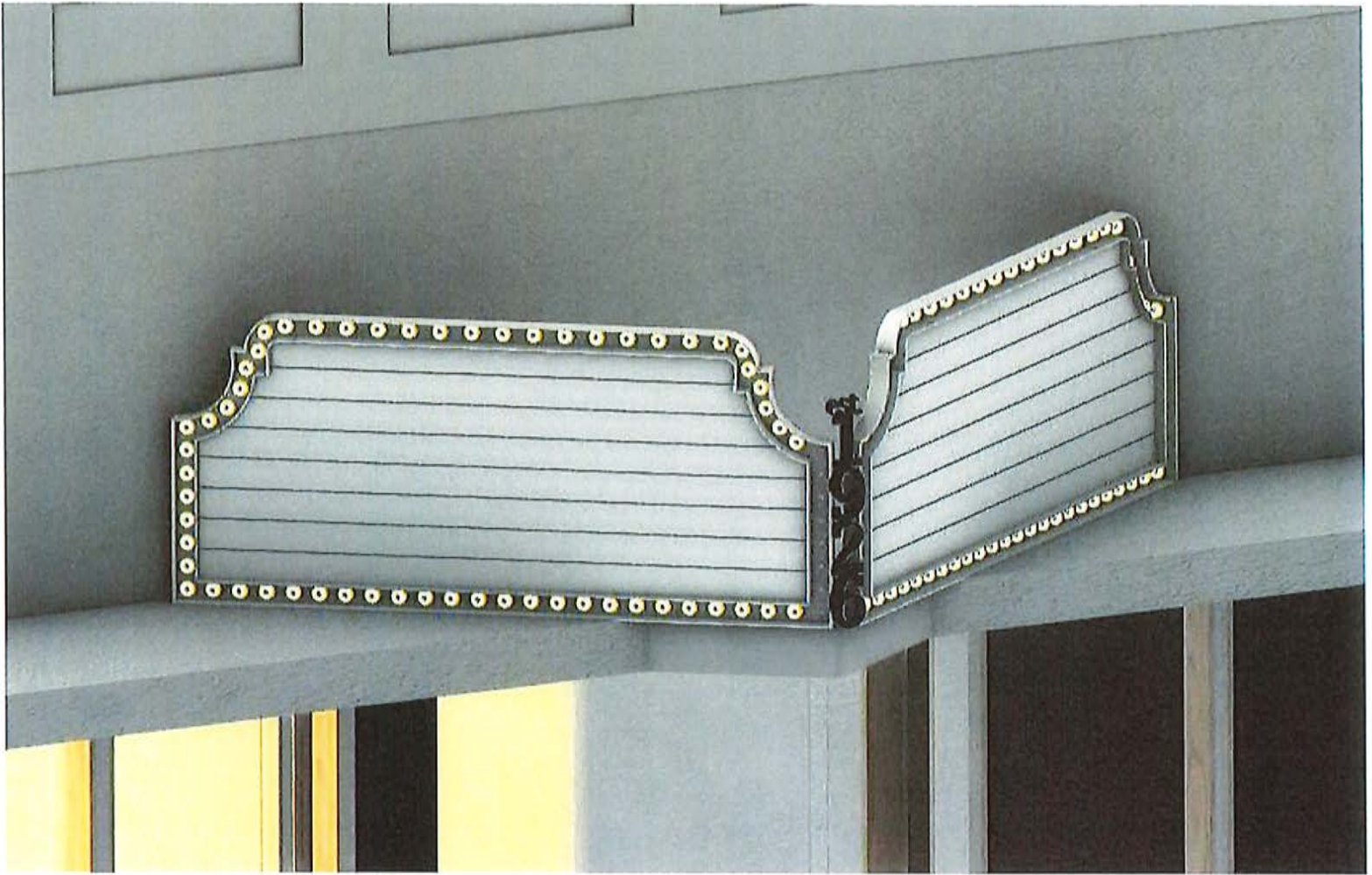
ATTEST:

Shelley McElhannon, City Secretary

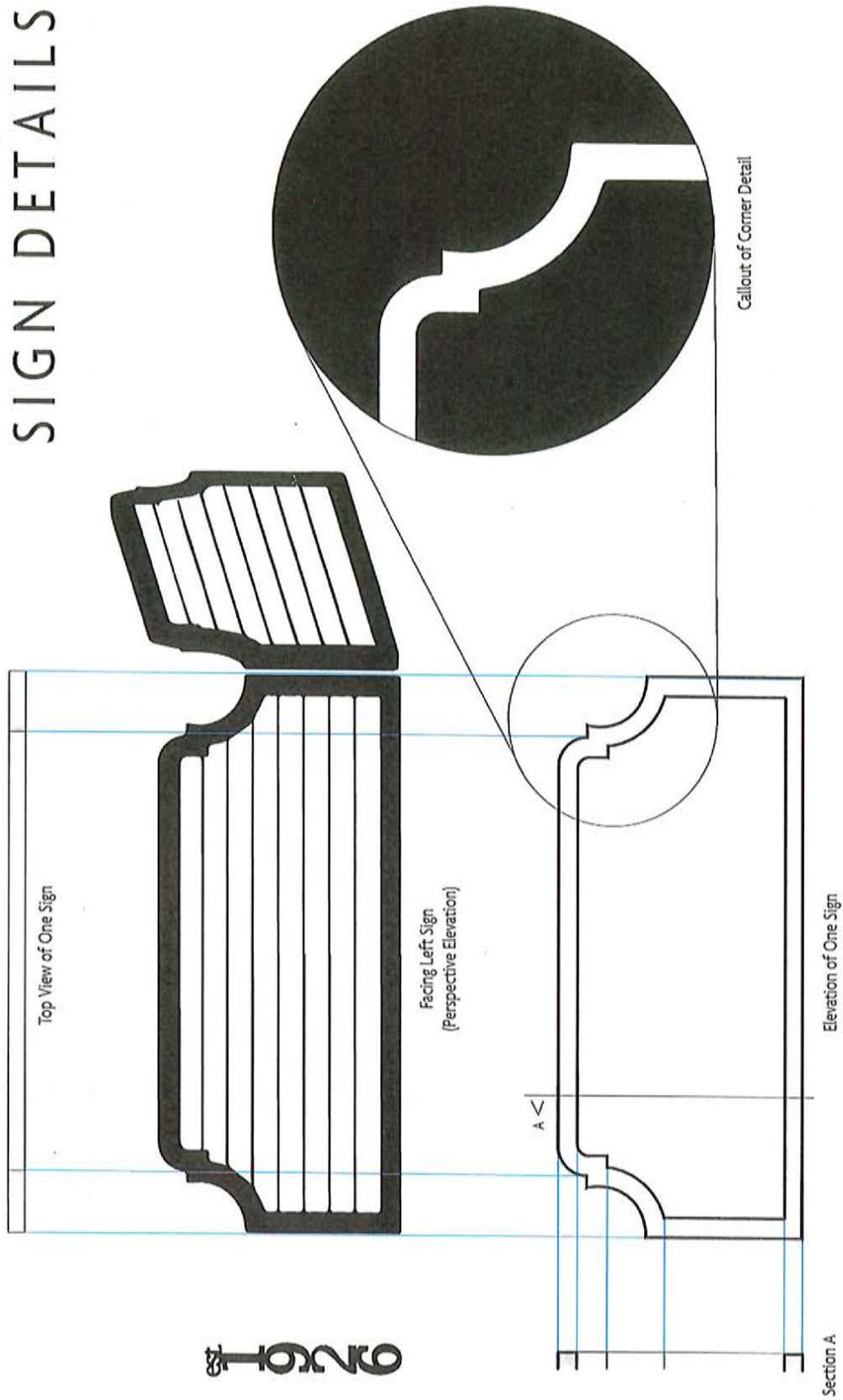
APPROVED AS TO FORM:

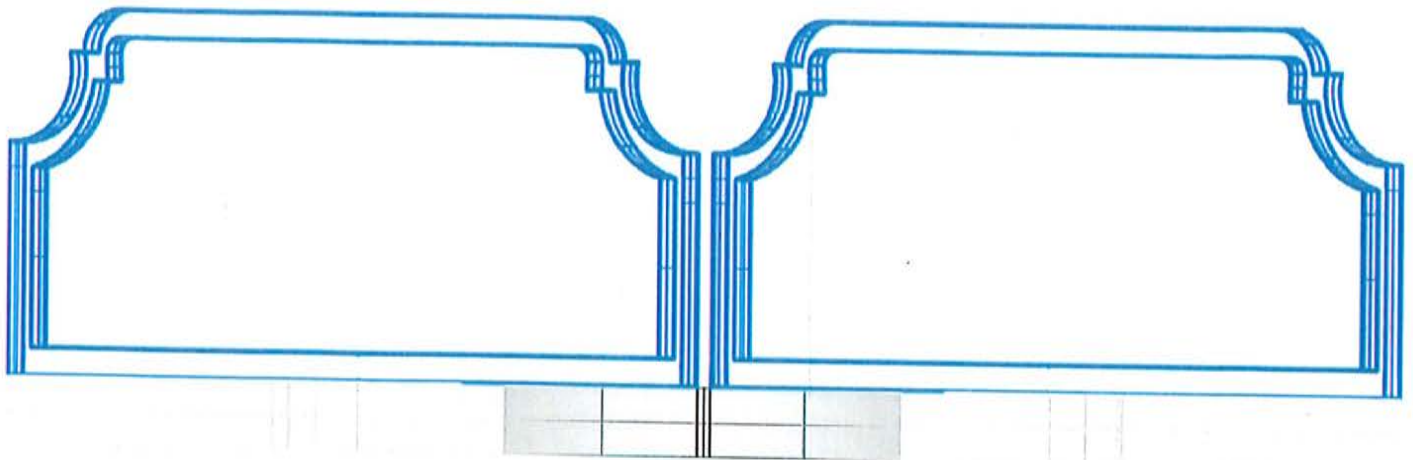


Michael C. Hayes, City Attorney

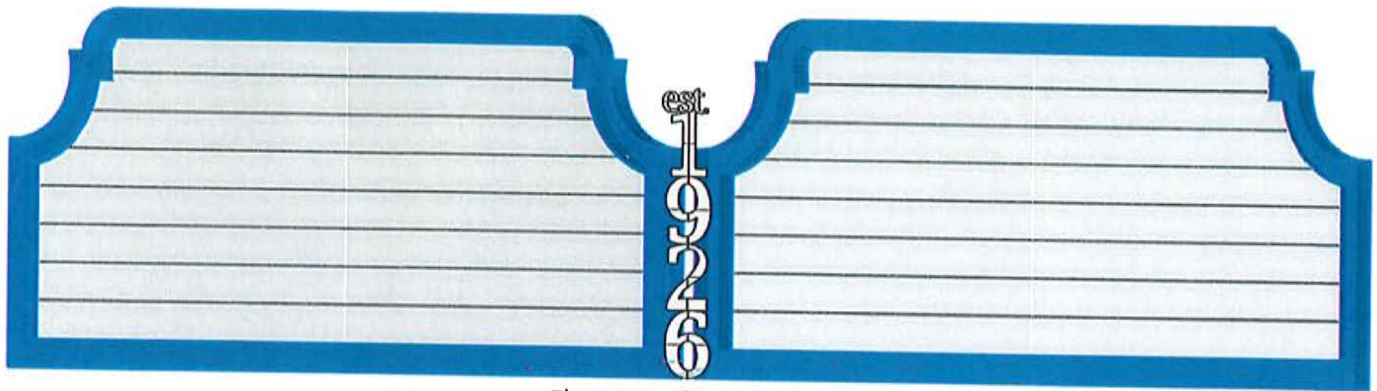


SIGN DETAILS





Elevation of Perspective
Wireframe



Elevation of Perspective
With year



Plan



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

SUBJECT: City Council meeting minutes, November 08, 2022.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 17, 2022

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

City Council meeting minutes held November 08, 2022 at 6:00 p.m., City Hall Council Chambers.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[20221213_Minutes CC meeting 11-08-22 6pm.pdf](#)

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
NOVEMBER 08, 2022 6:00 PM**

On November 08, 2022 at 6:00 p.m., Mayor Judy Eychner called the Kerrville City Council meeting to order in City Hall Council Chambers, 701 Main Street. Councilmember Kim Clarkson provided the invocation and led the Pledge of Allegiance.

COUNCILMEMBERS PRESENT:

Judy Eychner, Mayor
Kim Clarkson, Mayor Pro Tem, Councilmember Place 2
Roman Garcia, Councilmember Place 1
Joe Herring, Jr., Councilmember Place 3
Brenda Hughes, Councilmember Place 4

COUNCILMEMBER ABSENT:

None

CITY EXECUTIVE STAFF:

E.A. Hoppe, City Manager
Mike Hayes, City Attorney
Michael Hornes, Asst City Manager
Kim Meisner, Asst City Manager
Shelley McElhannon, City Secretary
Stuart Barron, Exec Director Public Works
Julie Behrens, Director of Finance
Ashlea Boyle, Director Parks-Recreation
Danielle Brigati, Library Director

Kyle Burow, Director of Engineering
Stuart Cunyus, Public Information Officer
Guillermo Garcia, Exec Dir Innovation
Yessenia Luna, Municipal Court Coordinator
Eric Maloney, Fire Chief
Chris McCall, Police Chief
Drew Paxton, Planning Director
William Tatsch, Asst City Attorney

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.

1. ANNOUNCEMENTS OF COMMUNITY INTEREST:

Announcements of Community Interest provided by Stuart Cunyus, Councilmember Roman Garcia, and Mayor Eychner.

2. PRESENTATIONS:

2A. Kerrville Kindness Award recognizing Richard Vasquez.

Mayor Eychner presented the Kerrville Kindness award to Richard Vasquez, recognizing his selfless and good works. Richard Vasquez was joined by his family. Chief Chris McCall also presented recognition from the Police Department to Mr. Vasquez.

2B. Proclamation recognizing November 7-11, 2022 as Municipal Court week.

Mayor Eychner presented a proclamation proclaiming November 7-11, 2022 as Municipal Court week in Kerrville, Texas, represented by Municipal Court Coordinator Yessenia Luna and Municipal Court staff.

Mayor Eychner provided meeting and speaker protocol and visitor decorum.

3. VISITORS FORUM:

The following person(s) spoke:

- Ruben Aguilar

4. CONSENT AGENDA:

Councilmember Garcia requested to pull Consent Agenda items 4B, 4C, and 4I, and made a motion to approve the rest of the items on the Consent Agenda (4A, 4D, 4E, 4F, 4G, and 4I), seconded by Councilmember Joe Herring, Jr. The motion passed 5-0.

4A. Local Agreement by and between the City of Kerrville, Texas and the State of Texas for disposition of forfeited property in the 198th Judicial District Court resulting from the seizure of property in the City of Kerrville, Texas.

4D. Interlocal Agreement between the City of Kerrville and Kerr County for participation in the Local Hazard Mitigation Plan for Kerr County.

4E. Medical Director Agreement for the City of Kerrville Fire Department, Emergency Medical Services.

4F. Professional Services Agreement with 6S Engineering, Inc. for the 2023 Fiscal Year Street Maintenance projects in the amount of \$95,750.00.

4G. Professional Services Agreement with 6S Engineering, Inc. for the Pavement Master Plan Update in the amount of \$96,350.00.

4H. City Council workshop minutes October 25, 2022.

END OF CONSENT AGENDA.

4B. Interlocal Agreement by and between the City of Kerrville, Texas and the County of Kerr, Texas to provide access to each of their Law Enforcement Agencies' Criminal Justice Information through the Tyler Public Safety One Source System.

William Tatsch provided information and responded to questions.

Councilmember Roman Garcia made a motion to approve the Interlocal Agreement with the County of Kerr, Texas, seconded by Councilmember Herring. The motion passed 5-0.

4C. Interlocal Agreement by and between the City of Kerrville, Texas and the County of Kerr, Texas for locating supplemental workstations in the Kerr County Sheriff's Office and Kerrville Police Department and establishing a High-Speed Network Connection between the Kerrville Police Department and the Kerr County Evidence Media Server.

Chief McCall provided information and responded to questions.

Councilmember Garcia made a motion to approve the Interlocal Agreement with the County of Kerr, Texas for supplemental workstations at the Kerr County Sheriff's Office and the Kerrville Police Department, seconded by Councilmember Brenda Hughes. The motion passed 5-0.

4I. City Council meeting minutes, October 25, 2022.

Councilmember Garcia requested to approve the meeting minutes with this amendment: page 2 under item 4A, insert into the tabled motion *"to the next regular meeting and further moved that the City Attorney is instructed to revise the Declaration of Trust to only reflect the change requested by Council regarding the Secretary position and to revert the rest of the document to its previous language"*, seconded by Councilmember Clarkson. The motion passed 5-0.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Resolution No. 72-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 7, Block 1, Riverside Addition; and more commonly known as 339 Guadalupe; said property is located within a Medium Density Residential Zoning District (R-2); and making said permit subject to conditions and restrictions.

Shelley McElhannon read Resolution No. 72-2022 caption into record.

Drew Paxton provided information and responded to questions.

The public hearing opened at 6:29 p.m.

No person(s) spoke.

The public hearing closed at 6:29 p.m.

Councilmember Hughes made a motion to approve Resolution No. 72-2022, seconded by Councilmember Clarkson. The motion passed 5-0.

5B. Resolution No. 73-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 3 and part of Lot 4, Block 3, Hazy Hills Addition; and more commonly known as 800 Lake; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to conditions and restrictions.

Shelley McElhannon read Resolution No. 73-2022 caption into record.

Drew Paxton provided information and responded to questions. Applicants Sharon Rollins, Darrell Rollins, and Kevin Rollins provided information and responded to questions.

The public hearing opened at 6:35 p.m.

No person(s) spoke.

The public hearing closed at 6:35 p.m.

Councilmember Herring made a motion to approve Resolution No. 73-2022, seconded by Councilmember Clarkson. The motion passed 5-0.

5C. Resolution No. 74-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 1, block 1, Riverhill TH Addition; and more commonly known as 503 Oakland Hills; said property is located within a Medium Density Residential Zoning District (R-2); and making said permit subject to conditions and restrictions.

Shelley McElhannon read Resolution No. 74-2022 caption into record.

Drew Paxton provided information and responded to questions.

The public hearing opened at 6:37 p.m.

No person(s) spoke.

The public hearing closed at 6:37 p.m.

Councilmember Hughes made a motion to approve Resolution No. 74-2022, seconded by Councilmember Herring. The motion passed 5-0.

5D. Resolution No. 75-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 5, Block 1, Riverhill Las Casitas Addition; and more commonly known as 220 Riverhill Club, #5; said property is located within a Medium Density Residential Zoning District (R-2); and making said permit subject to conditions and restrictions.

Shelley McElhannon read Resolution No. 75-2022 caption into record.

Drew Paxton provided information and responded to questions, and applicant Janice Bowen spoke.

The public hearing opened at 6:39 p.m.
No person(s) spoke.
The public hearing closed at 6:39 p.m.

Councilmember Clarkson made a motion to adopt Resolution No. 75-2022, seconded by Councilmember Herring. The motion passed 5-0.

5E. Resolution No. 76-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 9, Block 1, Riverhill Las Casitas Addition; and more commonly known as 220 Riverhill Club, #9; said property is located within a Medium Density Residential Zoning District (R-2); and making said permit subject to conditions and restrictions.

Shelley McElhannon read Resolution No. 76-2022 caption into record.
Drew Paxton provided information.
The public hearing opened at 6:40 p.m.
No person(s) spoke.
The public hearing closed at 6:40 p.m.

Councilmember Herring made a motion to adopt Resolution No. 76-2022, seconded by Councilmember Hughes. The motion passed 5-0.

5F. Resolution No. 77-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 13, Block 1, Riverhill Las Casitas Addition; and more commonly known as 220 Riverhill Club, #13; said property is located within a Medium Density Residential Zoning District (R-2); and making said permit subject to conditions and restrictions.

Shelley McElhannon read Resolution No. 77-2022 caption into record.
Drew Paxton provided information.
The public hearing opened at 6:41 p.m.
No person(s) spoke.
The public hearing closed at 6:42 p.m.

Councilmember Herring made a motion to adopt Resolution No. 77-2022, seconded by Councilmember Hughes. The motion passed 5-0.

5G. Resolution No. 78-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 14, Block 1, Riverhill Las Casitas Addition; and more commonly known as 220 Riverhill Club, #14; said property is located within a Medium Density Residential Zoning District (R-2); and making said permit subject to conditions and restrictions.

Shelley McElhannon read Resolution No. 78-2022 caption into record.
Drew Paxton provided information.
The public hearing opened at 6:43 p.m.
No person(s) spoke.
The public hearing closed at 6:43 p.m.

Councilmember Clarkson made a motion to adopt Resolution No. 78-2022, seconded by Councilmember Herring. The motion passed 5-0.

5H. Resolution No. 79-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 13, Block 3, Mesa Park Subdivision, Phase 1; and more commonly known as 2324 Trails End; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to conditions and restrictions.

Shelley McElhannon read Resolution No. 79-2022 caption into record.

Drew Paxton provided information and responded to questions, and applicant Collette Zagarella provided information and responded to questions.

The public hearing opened at 6:48 p.m.

The following person(s) spoke:

- Paul Harrison
- Heidi Uttrich

The public hearing closed at 6:51 p.m.

Councilmember Herring made a motion to adopt Resolution No. 79-2022, seconded by Councilmember Hughes. The motion passed 5-0.

6. PUBLIC HEARING AND ORDINANCE(S), FIRST READING:

6A. Ordinance No. 2022-32. An Ordinance annexing a tract of land into the corporate limits of the City of Kerrville, Texas; such property making up approximately 11.93 acres and generally located south of the intersection of State Highway 27 and Colvin Ranch Rd.; more commonly known as 5269 State Highway 27; such property more specifically described in this Ordinance and being located within the extraterritorial jurisdiction of and adjacent to the City Limits; adopting a service agreement; establishing the zoning for the annexed property as an Industrial and Manufacturing (IM) Zoning District; and providing other matters relating to this subject.

Shelley McElhannon read Ordinance No. 2022-32 caption into record.

Drew Paxton provided information and responded to questions.

The public hearing opened at 6:58 p.m.

No person(s) spoke.

The public hearing closed at 6:58 p.m.

Councilmember Clarkson made a motion to adopt Ordinance No. 2022-32 on first reading, seconded by Councilmember Herring. The motion passed 5-0.

Mayor Eychner shifted item 10A forward, before Item 7A.

10A. Consider a request for the grant of a major waiver of the requirement within the City's Subdivision Code (Ch. 82, Code of Ordinances; Section 82-50) for the extension of utilities to the property line; the property being an 11.93 acre proposed lot addressed as 5269 Highway 27 and generally located on Highway 27 at Colvin Ranch Rd. E. Applicant: Ingram Ready Mix, No. 10.

Shelley McElhannon read item 10A caption into record.

Drew Paxton, Stuart Barron, E.A. Hoppe, and Mike Hayes provided information and responded to questions.

Applicant representatives James McKnight and James McGarr provided information and responded to questions.

Councilmember Garcia made a motion to table the item until the next regular meeting, seconded by Councilmember Hughes. The motion to table passed 5-0.

7. INFORMATION & DISCUSSION:

7A. Report from Short-Term Rental Committee in accordance with Resolution No. 55-2022, (Committee Chair Layng Guerriero).

Committee Chair Layng Guerriero provided information and a report from the Committee, and responded to questions.

The following person(s) requested to speak, however discovered that they signed up for item 7A and 8A, and both passed on 7A:

- Jon Perrin
- Robin Perrin

8. ORDINANCE(S), FIRST READING:

8A. Ordinance No. 2022-30. An Ordinance amending Chapter 30 "Businesses" of the City's Code of Ordinances by adopting a new Article VI "Short-Term Rental Units"; requiring permitting and inspection for Short-Term Rental Units; containing a cumulative clause; containing a savings and severability clause; providing for penalties not to exceed \$2,000.00; ordering publication; providing an effective date; and providing other matters related to the subject.

Shelley McElhannon read Ordinance No. 2022-30 caption into record.

Guillermo Garcia and Mike Hayes provided information and responded to questions.

The following person(s) spoke:

- Sarah Lewis (declined when called)
- Jon Perrin
- Robin Perrin
- Larry Howard

Council agreed to modify the Ordinance No. 2022-30 with three amendments: (1) Create a new Chapter dedicated to Short-Term Rentals, (2) If a structure has an occupancy sleeping over ten (10) individuals, then the structure requires a sprinkled fire system, (3) strike the #2 *Whereas* clause and strike #4 *Whereas* clause.

Councilmember Garcia made a motion to adopt Ordinance No. 2022-30 on first reading and to set a time for future review by December 2023, seconded by Councilmember Herring. The motion passed 5-0.

Mayor Eychner recessed the meeting at 8:26 p.m.

Mayor Eychner reconvened the meeting at 8:38 p.m.

8B. Ordinance No. 2022-33. An Ordinance amending Chapter 102 "Traffic and Vehicles," Section 102-1 "Definitions" of the Code of Ordinances of the City of Kerrville, Texas by revising the definitions of "Excessive or Unusual Noise" and "Noisemakers" in their entirety; containing a savings and severability clause; providing an effective date; ordering publication; and providing other matters relating to this subject.

Shelley McElhannon read Ordinance No. 2022-33 caption into record.

William Tatsch provided information and responded to questions.

Councilmember Garcia made a motion to approve Ordinance No. 2022-33 on first reading, seconded by Councilmember Hughes. The motion passed 5-0.

9. ORDINANCE(S), SECOND READING:

9A. Ordinance No. 2022-31, second reading. An Ordinance amending the City's Fiscal Year 2022 Budget to account for the receipt of additional revenue, the disbursement of such revenue, and to make other amendments as provided.

Shelley McElhannon read Ordinance No. 2022-31 caption into record.
Julie Behrens provided information.

Councilmember Hughes made a motion to approve Ordinance No. 2022-31 on second reading, seconded by Councilmember Herring. The motion passed 5-0.

10. CONSIDERATION AND POSSIBLE ACTION:

This item was shifted forward on the agenda (after item 6A and before item 7A – see above).

10A. Consider a request for the grant of a major waiver of the requirement within the City's Subdivision Code (Ch. 82, Code of Ordinances; Section 82-50) for the extension of utilities to the property line; the property being an 11.93 acre proposed lot addressed as 5269 Highway 27 and generally located on Highway 27 at Colvin Ranch Rd. E. Applicant: Ingram Ready Mix, No. 10.

10B. Resolution No. 68-2022. A Resolution adopting the City of Kerrville Water and Wastewater Master Plan update.

Shelley McElhannon read Resolution No. 68-2022 caption into record.
Stuart Barron, Ethan Shires with Freese and Nichols, and E.A. Hoppe provided information and responded to questions.

Councilmember Herring made a motion to adopt Resolution No. 68-2022, seconded by Councilmember Clarkson. The motion passed 5-0.

10C. Qualification of Five Responders as Design-Build Firms for the Public Safety Facility project.

Shelley McElhannon read item 10C caption into record.
Kyle Burow and Joel Kokomor with Freese & Nichols Inc. provided information and responded to questions.

Councilmember Hughes made a motion to approve recommended Design-Build teams to solicit Proposals: Byrne Construction Services, Joeris General Contractors, Rogers-O'Brien Construction, Skanska USA Building, Inc., SpawGlass Contracts, Inc., seconded by Councilmember Herring. The motion passed 5-0.

10D. The Butt-Holdsworth Memorial Library's participation in "Banned Books Week", the Library's policies, the Library's association with the American Library Association, and personnel conduct regarding these matters. (Barbara Dewell Ferguson, citizen; Councilmember Garcia, sponsor).

Shelley McElhannon read item 10D caption into record.
Citizen Barbara Dewell Ferguson provided information and responded to questions.
The following person(s) spoke:

- Leela Goldberg (did not show up to mic when called)
- Martha Mitchell
- Susana Gimson
- Jennifer Daschel

- Susan Sommers
- Dr. Stephane Gross
- Sylvia Ostos
- Pamela Leinhard
- Susan Wolff
- Sarah Lewis
- Carol Powers
- Ruth Carlson
- David Rogers
- Delayne Sigerman
- Debbie Oakes
- Lucia Bell (did not show up to mic when called)
- Charlie McIvain
- William Rector
- Lillian Beard
- Robin Monroe (speaking for Bethany Puccio)
- Cheri Chase
- Ian Daugherty
- Jaclyn Hall
- Katy Kappel
- Marcia King (did not show up to mic when called)
- Carol Milberger

Mayor Eychner made a motion that the Library Advisory Board make a thorough review of the Butt-Holdsworth Memorial Library collection development policy including the appendix and bring back to Council the results of their review, seconded by Councilmember Hughes. Councilmember Garcia made a motion to amend the Mayor's motion to include at the end of it *"to the extent that it removes all association with the American Library Association and to place proper safeguards to prevent books with obscene, profane, or pornographic material to be easily accessible to minors"*. Mayor Eychner called for a second to Councilmember Garcia's motion amendment, with no second for the amendment. The amended motion failed for lack of second.

Mayor Eychner called for a vote on the original motion to make a thorough review of the Butt-Holdsworth Memorial Library collection development policy including the appendix and bring back to Council the results of their review, seconded by Councilmember Hughes. The motion passed 5-0.

11. BOARD APPOINTMENT(S):

11A. Appointment to the Food Service Advisory Board.

Shelley McElhannon read item 11A caption into record.

Councilmember Hughes made a motion to appoint Shonna Ebert, Wendy Massey (reappointment), and Elena Ramirez to the Food Service Advisory Board, seconded by Councilmember Clarkson. The motion passed 5-0.

Executive Session was not called nor convened.

12. EXECUTIVE SESSION: N/A

13. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY. N/A

14. ITEM(S) FOR FUTURE AGENDAS:

- Councilmember Garcia requested staff review and reorganize the Council Chamber no later than January. Mayor Eychner called for a second, with no second forthcoming. The item for a future agenda failed for lack of second.

ADJOURN. The meeting adjourned at 10:41 p.m.

APPROVED BY COUNCIL: _____

APPROVED:

ATTEST:

Judy Eychner, Mayor

Shelley McElhannon, City Secretary



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

SUBJECT:

Resolution No. 82-2022. A Resolution granting a Conditional Use Permit to authorize an Independent Living Facility for Seniors on property generally located adjacent to Memorial Boulevard (SH 27) and between its intersection with Meeker Road and Laurel Street; comprising an approximate 0.53 acres and more commonly known as 2916 Memorial Boulevard; said property is located within a Light Commercial Zoning District (C-2); and making said permit subject to certain conditions and restrictions.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 23, 2022

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes
Key Priority Area	H - Housing
Guiding Principle	N/A
Action Item	C2.5 - Consider making provisions, including revising ordinances, to allow appropriate alternative housing styles, such as "co-tiny homes," "eco homes or park model homes

SUMMARY STATEMENT:

Proposal

A resolution to allow a Conditional Use Permit for an Independent Living Facility for Seniors on 0.53 acres of land out of Wallace Survey No. 112, Abstract No. 360; and more commonly known as 2916 Memorial Blvd, Kerrville, TX 78028. (Case No. PZ-2022-61)

Procedural Requirements

2 letters were mailed on 10/19/2022 to adjacent property owners. The public notice was published in the Kerrville Daily Times on 10/13/2021. At the time of drafting this Agenda Bill, no comments had been received.

Staff Analysis and Recommendation

Adjacent Zoning and Land Uses:

Subject Property:

Current Zoning: C-2 Light Commercial

Existing Land Use: Office building

Aper the C-2 zoning district, a Conditional Use Permit is required for this use, Independent Living Facility for Seniors.

Direction: **North, South, West, East**

Current Zoning: C-2, Light Commercial

Existing Land Uses: various commercial businesses

Consistency with the Kerrville 2050 Comprehensive Plan:

The subject property and surrounding area are designated Transitional Residential. Since the underlying zoning is not changing, the request is consistent with the Kerrville 2050 Comprehensive Plan.

Thoroughfare Plan:

The subject property is located on a primary arterial.

Traffic Impact:

No traffic impact is anticipated.

Parking:

Independent Senior Living Facility does not have a specific parking requirement within the zoning code. Staff recommends a condition for the CUP to use the multi-family parking ratio.

Recommendation:

Because the Conditional Use Permit request is consistent with the Kerrville 2050 Comprehensive Plan and does not change the existing zoning district, staff recommends approval with consideration and inclusion of the attached Proposed CUP Conditions.

On November 3rd, the Planning and Zoning Commission recommended the case for approval with a unanimous vote.

Independent Living Facility for Seniors

- **Site Plan:** The development and use of the Property shall conform to the site plan.
- **Minimum Parking:** The project shall provide parking consistent with the parking requirements for a multi-family development, Section 60-104 Table 2, #40.

RECOMMENDED ACTION:

Approve Resolution No. 82-2022.

ATTACHMENTS:

[20221213_Reso 82-2022 CUP 2916 Memorial Boulevard.pdf](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 82-2022**

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO AUTHORIZE AN INDEPENDENT LIVING FACILITY FOR SENIORS ON PROPERTY GENERALLY LOCATED ADJACENT TO MEMORIAL BOULEVARD (SH 27) AND BETWEEN ITS INTERSECTION WITH MEEKER ROAD AND LAUREL STREET; COMPRISING AN APPROXIMATE 0.53 ACRES AND MORE COMMONLY KNOWN AS 2916 MEMORIAL BOULEVARD; SAID PROPERTY IS LOCATED WITHIN A LIGHT COMMERCIAL ZONING DISTRICT (C-2); AND MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS

WHEREAS, the owner of the property depicted in the location map and site plan in **Exhibit A** (the "Property"), being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit ("CUP") to allow the Property located within a Light Commercial Zoning District (C-2) to be used for an independent living facility for seniors; and

WHEREAS, an independent living facility for seniors requires the granting of a CUP where such use is proposed within a Light Commercial Zoning District (C-2); 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 60, 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 December 13, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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 Light Commercial Zoning District (C-2), to be developed and used for a living facility for seniors, and such use is subject to the provisions of this Resolution and other City ordinances and regulations:

Legal Description: Being property lying and being situated

within the City of Kerrville, Kerr County, Texas, and being approximately 0.53 acres out of the Wallace Survey No. 112, Abstract No. 360; and being depicted on the location map and site plan at **Exhibit A**.

Address: 2916 Memorial Blvd. (State Hwy. 27), Kerrville, TX 78028.

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 and use of the Property shall conform to the site plan attached as **Exhibit A**.

B. Parking: The Property shall comply with the multifamily parking standards found within Article XII of the Zoning Code.

SECTION THREE. This Resolution and CUP granted herein is 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., 2022.

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

T:\Legal\DEVELOPMENT SERVICES (Planning)\Zoning\CUP\2916 Memorial, Independent Living Facility_1206522.docx



Location Map

Case # PZ-2022-061

Location:
2916 Memorial Blvd

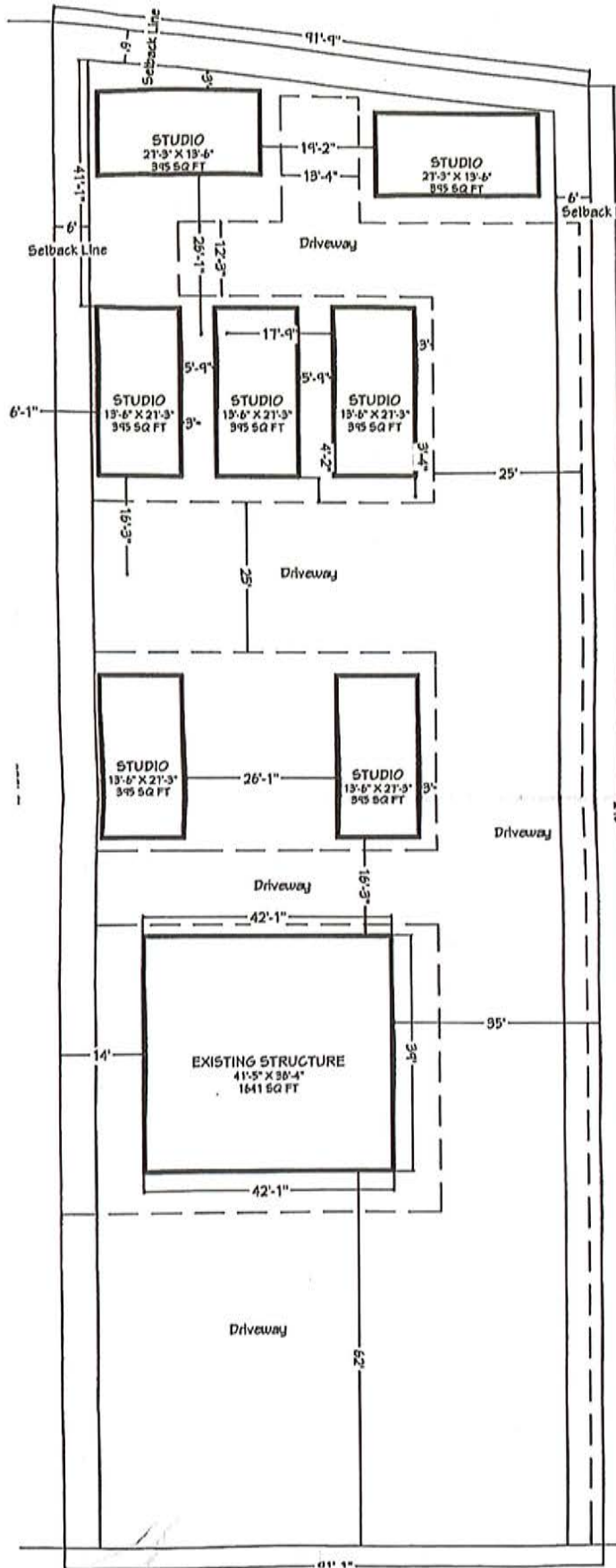
Legend

200' Notification Area - - - - -
Subject Properties —————



0 30 60 120

Scale In Feet





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

SUBJECT:

Resolution No. 83-2022. A Resolution granting a Conditional Use Permit to authorize a Short Term Rental on the property consisting of Lot H, Block 5, Pueblo Hills Addition; and more commonly known as 1916 Leslie; said property is located within a Medium Density Residential Zoning District (R-2); and making said permit subject to conditions and restrictions.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 23, 2022

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Proposal

A resolution to allow a Conditional Use Permit for a Short Term Rental on Lot H, Block 5, Pueblo Hills; and more commonly known as 1916 Leslie Dr N, Kerrville, TX 78028.

Procedural Requirements

The City, in accordance with state law, mailed 26 letters on 10/19/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 10/13/2022. In addition, an informational sign was posted at the front of the property on 10/25/2022. At the time of drafting this Agenda Bill, three comments in opposition had been received.

Staff Analysis and Recommendation

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-2 Medium Density Residential

Existing Land Use: Townhomes

Direction: **North, South, West, East**

Current Zoning: R-2 Medium Density Residential

Existing Land Uses: Townhomes

Consistency with the Kerrville 2050 Comprehensive Plan:

The subject property and surrounding residential areas are designated as Transitional Residential (TR). Since the underlying zoning is not changing for the subject property, the request is consistent with the Kerrville 2050 Comprehensive Plan.

Thoroughfare Plan:

The subject property is located on a residential street.

Traffic Impact:

No traffic impact is anticipated.

Parking:

A Short Term Rental requires one off-street parking space per bedroom and one additional off-street parking space for a manager, if the manager does not live onsite. This property has 3 bedrooms and no onsite manager so 4 off-street parking spaces are required. The applicant has identified 4 available off-street parking spaces, meeting the off-street parking requirement.

Recommendation:

Because the Conditional Use Permit request is consistent with the Kerrville 2050 Comprehensive Plan, will meet all zoning regulations, and there are amenities in close proximity to this proposed Short Term Rental location, staff recommends approval with consideration and inclusion of the following Proposed CUP Conditions.

On November 3rd, the Planning and Zoning Commission recommended the case for approval with a 4-2 vote.

Proposed CUP Conditions for Short Term Rental

A. Guest Notification: The owner or operator of the Property shall post "Guest Notification" in a conspicuous place within the rental unit on the Property. Guest Notification is shown on the following page.

B. Local Contact: The owner or operator of the Property shall provide the City with contact information for a local representative, within approximately two hours distance.

C. Occupancy Taxes: The owner or operator of the Property shall comply with the City's occupancy tax requirements as found within Ch. 94, Division III, of the City's Code of Ordinances.

D. Sign: The Property may not use more than one non-illuminated, on-site sign, in conjunction with its Short Term Rental unit. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii) freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceeding six square feet in size and three feet in height. Any such sign shall

comply with the City's Sign Code.

E. Minimum Off-Street Parking: One space per bedroom, plus parking required for the manager, if living off-site.

F. Maximum Occupancy: The maximum occupancy for any Short Term Rental is ten (10) guests. Short term rental owner / operator may set occupancy limits at less than ten (10) guests, however, in no case shall occupancy limits exceed ten (10) guests.

G. 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.

RECOMMENDED ACTION:

Approve Resolution 83-2022.

ATTACHMENTS:

[*20221213_Reso 83-2022 CUP 1916 Leslie.pdf*](#)

[*20221213_Letters opposed - Anderson Bierschwale Schwethelm 1916 Leslie.pdf*](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 83-2022**

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE PROPERTY CONSISTING OF LOT H, BLOCK 5, PUEBLO HILLS ADDITION; AND MORE COMMONLY KNOWN AS 1916 LESLIE; SAID PROPERTY IS LOCATED WITHIN A MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT (R-2); AND MAKING SAID PERMIT SUBJECT TO CONDITIONS AND RESTRICTIONS

WHEREAS, the owner of the property known as 1916 Leslie and depicted on the location map and site plan found at **Exhibit A** (the "Property"), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit ("CUP") to authorize a short-term rental unit on the Property, which is located within a Medium Density Residential Zoning District (R-2); 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 60, 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 December 13, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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 Medium Density Residential Zoning District (R-2), to be developed and used for a Short-Term Rental Unit ("STRU") as that term is defined in and pursuant to the Zoning Code, such use subject to the provisions of this Resolution and other City ordinances and regulations:

Legal Description: consisting of Lot H, of Block 5, out of the Pueblo Hills Addition, and being depicted on the location map and site plan found at **Exhibit A**.

Address: 1916 Leslie, Kerrville, TX 78028.

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. **Guest Notification:** The owner or operator of the Property shall post a "guest notification" in a conspicuous place within the STRU on the Property, said notification which is attached as **Exhibit B**.
- B. **Local Contact:** The owner or operator of the Property shall provide the City's Director of Development Services ("Director"), with contact information for a local representative, which may include themselves. The local representative must be able to respond to a City employee or guest of the STRU within two hours after being notified of an emergency. Should a change occur to the contact information, the owner or operator of the Property shall update the Director in writing with the new information within three business days of any such change.
- C. **Occupancy Taxes:** The owner or operator of the Property shall comply with the City's occupancy tax requirements as found within Ch. 94, Division III, of the City's Code of Ordinances.
- D. **Sign:** The Property may not use more than one non-illuminated, on-site sign, in conjunction with the STRU. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii) freestanding and placed in the front yard but no closer than 20 feet to any property line and may not exceed six square feet in size and three feet in height. Any such sign shall comply with the City's Sign Code.
- E. **Parking:** The Property must include at a minimum, one (1) off-street parking space per bedroom, plus an additional space for the manager, if living off-site.
- F. **Maximum Occupancy:** The Property is subject to a maximum occupancy of ten (10) guests, which may be lower per rules set by the owner or operator.
- G. **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 the CUP granted herein 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., 2022.

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Location Map

Case # PZ-2022-068

Location:

1916 Leslie Dr N

Legend

200' Notification Area

Subject Properties



0 25 50 100

Scale In Feet



SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number 83-2022

This short term rental has been permitted by the City of Kerrville as a conditional use under the above referenced resolution within a residential neighborhood and requires all guests to be aware of the following:

Because this short term rental is located within a residential neighborhood, proper etiquette should be observed at all times. The conditional use permit was issued in an effort **“to preserve the health, safety, and general welfare of adjacent property and its occupants and to protect such property and occupants from excessive noise, vibration, dust, dirt smoke, fumes, gas, odor, traffic, explosion, glare, surface water drainage, offensive view, or other undesirable hazardous conditions....”**

As a guest, please be aware of the proximity of your neighbors and be respectful of their right to privacy, a quiet environment, and unobstructed access to their property. Loud music, loud parties and excessive noise should be avoided. Parking should be limited to onsite parking spaces provided by short term rental management. Place trash and recycling in the appropriate containers.

As per the Conditional Use Permit, the **maximum occupancy is ten (10) guests**. The Short Term Rental owner may have other occupancy restrictions for fewer guests, however, in no case shall guest occupancy exceed ten (10) guests.

If you should have any questions regarding this notification, please contact the short term rental management.

Name: _____

Contact Number: _____

Thank you!

This Guest Notification should be posted by short term rental management in a location clearly visible by all guests and provided with check-in information. Posting of duplicate copies of this Guest Notification within each guest room is highly encouraged to clearly communicate the importance of proper etiquette within a residential neighborhood. Thank you!

From: [Pat Anderson](#)
To: [Planning Division](#)
Subject: Hearing case PZ-2022-68
Date: Wednesday, November 2, 2022 1:22:06 PM

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I Patricia Anderson, vote NO on the short term rental on Lot H, block 5, Pueblo Hills, 1916 Leslie Dr N, Kerrville, TX 78028.

Patricia Anderson
1936 Leslie Dr.
Kerrville TX 78028

Sent from my iPad

From: [Hart Simpson](#)
To: [Planning Division](#)
Subject: Case PZ-2022-67 & PZ-2022-68
Date: Wednesday, November 2, 2022 10:35:07 AM

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom it May Concern:

Bierschwale Properties LLC is the owner of 1928 Leslie Drive and within the 200' radius regarding Case PZ-2022-67 & PZ-2022-68. Bierschwale Properties LLC is opposed to the granting of a Conditional Use Permit for Short Term Rental in both of these cases.

Regards,

Hart Simpson, Property Manager
Bierschwale Properties, LLC



Virus-free. www.avg.com

Case PZ-2022-67 Case PZ-2022-68

I own four townhouses in
this area and I definitely
oppose this action.

George Anne Schwethelm

George Anne Schwethelm



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

SUBJECT:

Resolution No. 84-2022. A Resolution granting a Conditional Use Permit for a Short Term Rental on the property consisting of Lot F, Block 5, Pueblo Hills Addition; and more commonly known as 1924 Leslie; said property is located within a Medium Density Residential Zoning District (R-2); and making said permit subject to conditions and restrictions.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 23, 2022

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Proposal

A resolution to allow a Conditional Use Permit for a Short Term Rental on Lot F, Block 5, Pueblo Hills; and more commonly known as 1924 Leslie Dr N, Kerrville, TX 78028.

Procedural Requirements

The City, in accordance with state law, mailed 26 letters on 10/19/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 10/13/2022. In addition, an informational sign was posted at the front of the property on 10/25/2022. At the time of drafting this Agenda Bill, five comments in opposition had been received.

Staff Analysis and Recommendation

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-2 Medium Density Residential

Existing Land Use: Townhomes

Direction: **North, South, West, East**

Current Zoning: R-2 Medium Density Residential

Existing Land Uses: Townhomes

Consistency with the Kerrville 2050 Comprehensive Plan:

The subject property and surrounding residential areas are designated as Transitional Residential (TR). Since the underlying zoning is not changing for the subject property, the request is consistent with the Kerrville 2050 Comprehensive Plan.

Thoroughfare Plan:

The subject property is located on a residential street.

Traffic Impact:

No traffic impact is anticipated.

Parking:

A Short Term Rental requires one off-street parking space per bedroom and one additional off-street parking space for a manager, if the manager does not live onsite. This property has 3 bedrooms and no onsite manager so 4 off-street parking spaces are required. The applicant has identified 4 available off-street parking spaces, meeting the off-street parking requirement.

Recommendation:

Because the Conditional Use Permit request is consistent with the Kerrville 2050 Comprehensive Plan, will meet all zoning regulations, and there are amenities in close proximity to this proposed Short Term Rental location, staff recommends approval with consideration and inclusion of the following Proposed CUP Conditions.

On November 3rd, the Planning and Zoning Commission recommended the case for approval with a 4-2 vote.

Proposed CUP Conditions for Short Term Rental:

A. Guest Notification: The owner or operator of the Property shall post "Guest Notification" in a conspicuous place within the rental unit on the Property. Guest Notification is shown on the following page.

B. Local Contact: The owner or operator of the Property shall provide the City with contact information for a local representative, within approximately two hours distance.

C. Occupancy Taxes: The owner or operator of the Property shall comply with the City's occupancy tax requirements as found within Ch. 94, Division III, of the City's Code of Ordinances.

D. Sign: The Property may not use more than one non-illuminated, on-site sign, in conjunction with its Short Term Rental unit. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii) freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceeding six square feet in size and three feet in height. Any such sign shall

comply with the City's Sign Code.

E. Minimum Off-Street Parking: One space per bedroom, plus parking required for the manager, if living off-site.

F. Maximum Occupancy: The maximum occupancy for any Short Term Rental is ten (10) guests. Short term rental owner / operator may set occupancy limits at less than ten (10) guests, however, in no case shall occupancy limits exceed ten (10) guests.

G. 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.

RECOMMENDED ACTION:

Approve Resolution No. 84-2022.

ATTACHMENTS:

[*20221213_Reso 84-2022 CUP 1924 Leslie.pdf*](#)

[*20221213_Letters opposed_Anderson Bierschwale Fields Hines Ivy Schwethelm 1924 Leslie.pdf*](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 84-2022**

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE PROPERTY CONSISTING OF LOT F, BLOCK 5, PUEBLO HILLS ADDITION; AND MORE COMMONLY KNOWN AS 1924 LESLIE; SAID PROPERTY IS LOCATED WITHIN A MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT (R-2); AND MAKING SAID PERMIT SUBJECT TO CONDITIONS AND RESTRICTIONS

WHEREAS, the owner of the property known as 1924 Leslie and depicted on the location map and site plan found at **Exhibit A** (the "Property"), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit ("CUP") to authorize a short-term rental unit on the Property, which is located within a Medium Density Residential Zoning District (R-2); 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 60, 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 December 13, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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 Medium Density Residential Zoning District (R-2), to be developed and used for a Short-Term Rental Unit ("STRU") as that term is defined in and pursuant to the Zoning Code, such use subject to the provisions of this Resolution and other City ordinances and regulations:

Legal Description: consisting of Lot F, of Block 5, out of the Pueblo Hills Addition, and being depicted on the location map and site plan found at **Exhibit A**.

Address: 1924 Leslie, Kerrville, TX 78028.

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. **Guest Notification:** The owner or operator of the Property shall post a “guest notification” in a conspicuous place within the STRU on the Property, said notification which is attached as **Exhibit B**.
- B. **Local Contact:** The owner or operator of the Property shall provide the City’s Director of Development Services (“Director”), with contact information for a local representative, which may include themselves. The local representative must be able to respond to a City employee or guest of the STRU within two hours after being notified of an emergency. Should a change occur to the contact information, the owner or operator of the Property shall update the Director in writing with the new information within three business days of any such change.
- C. **Occupancy Taxes:** The owner or operator of the Property shall comply with the City’s occupancy tax requirements as found within Ch. 94, Division III, of the City’s Code of Ordinances.
- D. **Sign:** The Property may not use more than one non-illuminated, on-site sign, in conjunction with the STRU. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii) freestanding and placed in the front yard but no closer than 20 feet to any property line and may not exceed six square feet in size and three feet in height. Any such sign shall comply with the City’s Sign Code.
- E. **Parking:** The Property must include at a minimum, one (1) off-street parking space per bedroom, plus an additional space for the manager, if living off-site.
- F. **Maximum Occupancy:** The Property is subject to a maximum occupancy of ten (10) guests, which may be lower per rules set by the owner or operator.
- G. **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 the CUP granted herein 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.

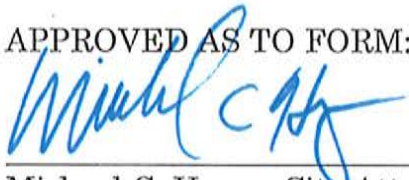
SECTION FIVE. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect 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., 2022.

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Location Map

Case # PZ-2022-067

Location:
1924 Leslie Dr N

Legend

200' Notification Area 
Subject Properties 



0 30 60 120

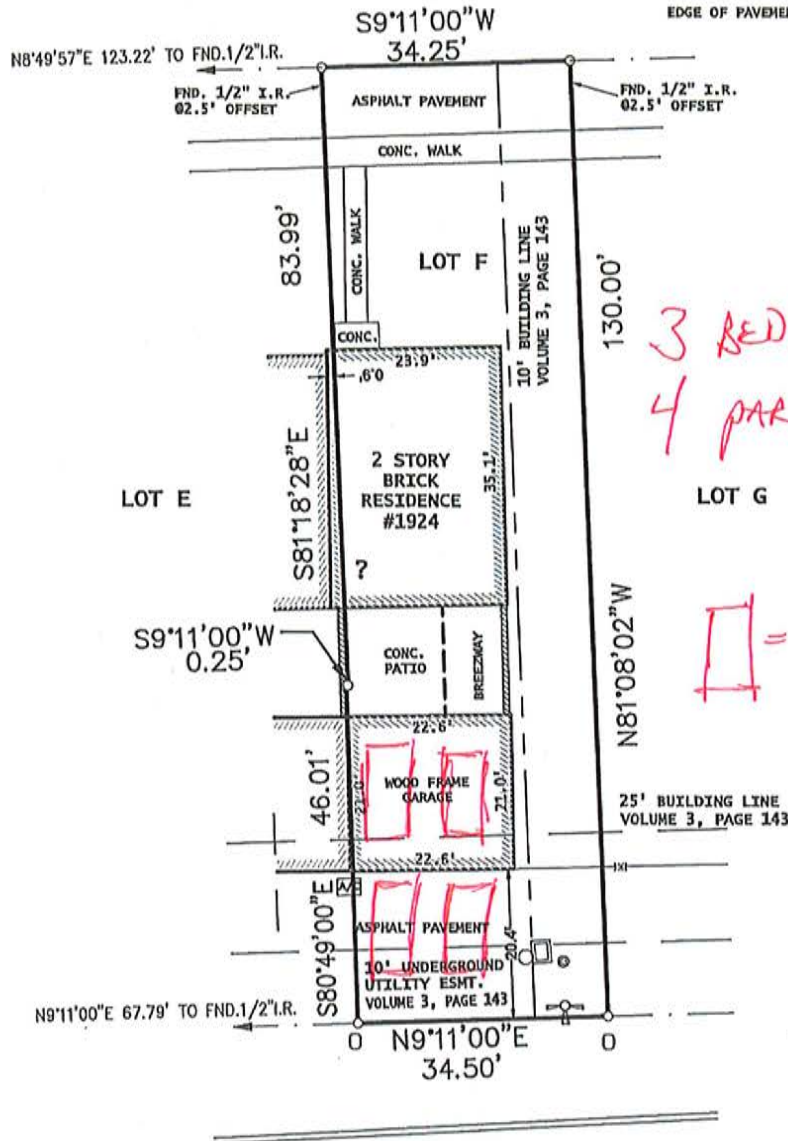
Scale In Feet

BEARINGS ARE BASED ON PLAT
RECORDED IN VOLUME 3, PAGE 143,
DEED AND PLAT RECORDS OF KERR
COUNTY, TEXAS.

0 10 20 40
Drawing Scale: 1"=20', Paper Size: 8.5"x 14"

LEGEND

PROPERTY CORNER	○
TELEPHONE PEDESTAL	○
WATER METER	○
CATV PEDESTAL	○
FIRE HYDRANT	⊕
TRANSFORMER	⊕
BRICK WALL	▨
EDGE OF PAVEMENT	— —



LESLIE DRIVE

70' WIDE R.O.W.

This survey was performed without
the benefit of a title commitment.

BUYER:

SURVEY PLAT OF

LOT F, BLOCK 5, PUEBLO HILLS, A
SUBDIVISION IN KERR COUNTY,
TEXAS, ACCORDING TO THE MAP
OR PLAT THEREOF RECORDED IN
VOLUME 3, PAGE 143, DEED AND
PLAT RECORDS OF KERR
COUNTY, TEXAS.

ADDRESS: LESLIE DRIVE
KERRVILLE, TEXAS 78028

C&W
Surveying

P.O. Box 692202
San Antonio, TX 78269
210-613-2097, 210-558-0386
210-690-8241 Fax, Firm #10052900



I, Kevin Ray Wilson, Registered Professional Land
Surveyor number 5787, do hereby certify that a
survey was made on the ground, under my
supervision, on date of September 19, 2021, of the
property hereon described, and I do declare there
are no conflicts known to me except as shown.



SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number 84-2022

This short term rental has been permitted by the City of Kerrville as a conditional use under the above referenced resolution within a residential neighborhood and requires all guests to be aware of the following:

Because this short term rental is located within a residential neighborhood, proper etiquette should be observed at all times. The conditional use permit was issued in an effort **“to preserve the health, safety, and general welfare of adjacent property and its occupants and to protect such property and occupants from excessive noise, vibration, dust, dirt smoke, fumes, gas, odor, traffic, explosion, glare, surface water drainage, offensive view, or other undesirable hazardous conditions....”**

As a guest, please be aware of the proximity of your neighbors and be respectful of their right to privacy, a quiet environment, and unobstructed access to their property. Loud music, loud parties and excessive noise should be avoided. Parking should be limited to onsite parking spaces provided by short term rental management. Place trash and recycling in the appropriate containers.

As per the Conditional Use Permit, the **maximum occupancy is ten (10) guests**. The Short Term Rental owner may have other occupancy restrictions for fewer guests, however, in no case shall guest occupancy exceed ten (10) guests.

If you should have any questions regarding this notification, please contact the short term rental management.

Name: _____

Contact Number: _____

Thank you!

This Guest Notification should be posted by short term rental management in a location clearly visible by all guests and provided with check-in information. Posting of duplicate copies of this Guest Notification within each guest room is highly encouraged to clearly communicate the importance of proper etiquette within a residential neighborhood. Thank you!

From: [Pat Anderson](#)
To: [Planning Division](#)
Subject: Hearing case PZ-2022-67
Date: Wednesday, November 2, 2022 1:16:08 PM

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I Patricia Anderson, vote NO on the Short term rental on Lot F Block 5 Pueblo Hills (1924 Leslie Dr. Kerrville TX.

Patricia Anderson
1936 Leslie Dr
Kerrville TX

Sent from my iPad

From: [Hart Simpson](#)
To: [Planning Division](#)
Subject: Case PZ-2022-67 & PZ-2022-68
Date: Wednesday, November 2, 2022 10:35:07 AM

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom it May Concern:

Bierschwale Properties LLC is the owner of 1928 Leslie Drive and within the 200' radius regarding Case PZ-2022-67 & PZ-2022-68. Bierschwale Properties LLC is opposed to the granting of a Conditional Use Permit for Short Term Rental in both of these cases.

Regards,

Hart Simpson, Property Manager
Bierschwale Properties, LLC



Virus-free. www.avg.com

- New message
- sis estate
 - Junk Email 607
 - Drafts 28
 - Sent Items
 - Century 3
 - Scheduled
 - Deleted Items 548
 - air tran
 - Sherpa
 - Archive
 - Notes 1
 - besttmers 4
 - BOGGS Wedding
 - CASA 2
 - Conversation His...
 - Hacked docs
 - PayPal 7
 - Spambox 303
 - Unwanted

Create new folder

Groups

New group

Send Attach Discard ...

Lot F, Block 5 Pueblo Hills; Commonly known as 1924 Leslie Driv...

In response to the application of the owner of the above captioned property to use the property for short term rental, I strongly object. I do not reside in the 200 feet range, however, I am an owner in residence of 1904 A Leslie Drive and all owners will be affected by the short term rental use of the property. First, and foremost, the Covenant and By-Laws of the Pueblo Hills Townhouse Association govern ALL properties of the association. These documents specifically set forth that no unit is to be used as/for a business and that each property is to be used as a single family residence.

Therefore I believe that without considering any other issues, this property should not be permitted to be a short term rental property. As a owner of 1924 Leslie Drive, the petitioning party should have read the Covenant and By-Laws and ask the Board before going to the City for permission to refuse to be governed by the Association Covenant and By-Laws. All of the current owners in residence and owners that rent their properties to single parties or single families are in compliance with the Covenant and By Laws.

On the practical side of this issue, allowing a short term rental will result in more traffic, both pedestrian and vehicular, and result in disturbance of the residents within the 200 feet of 1924. It will exacerbate an already existing parking problem. Long term residence tend to come and go in the normal fashion and my personal experience with short term rentals, there is a lot more coming and going on a daily basis by short term renters.

Accordingly, I respectfully request that tha Planning and Zoning Commission uphold the Covenant and By-Laws of the Pueblo Hills Townhouse Association and deny the owner's request for a permit for short term rental of the property.

Respec6tfully submitted: Janet e. Fields-Himes, 1904 A Leslie Drive, Kennell, TN 37080-0000 *Reverillo, TX 78028*

Callibri 12

Send

Discard



1:08 PM

From: [Helen Ivy](#)
To: [Planning Division](#)
Cc:
Subject: Case PZ-2022-67
Date: Sunday, October 23, 2022 6:30:09 PM

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

October 23, 2022

I oppose the proposal of permit for short term rental. Each owner received a copy of Pueblo Hills Townhouse Association Bylaws when they purchased this property. Bylaws clearly states "single family residence." That means no room mate rentals. HOA Bylaws also states the property cannot be used for business purposes. Short term rental is a business.

Case PZ-2022-67
Helen J Ivy
1901 Leslie drive, Unit J
Kerrville TX 78028
Opposed

Case PZ-2022-67 Case PZ-2022-68

I own four townhouses in
this area and I definitely
oppose this action.

George Anne Schwethelin

George Anne Schwethelin



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

SUBJECT:

Resolution No. 85-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 14, Block 2, Galleria Estates Addition; and more commonly known as 811 Lloyd; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to conditions and restrictions.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 23, 2022

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Proposal

A resolution to allow a Conditional Use Permit for a Short Term Rental on Lot 14, Block 2, Galleria Estates; and more commonly known as 811 Lloyd Dr N, Kerrville, TX 78028.

Procedural Requirements

The City, in accordance with state law, mailed 35 letters on 10/19/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 10/13/2022. In addition, an informational sign was posted at the front of the property on 10/25/2022. At the time of drafting this Agenda Bill, one comment had been received.

Staff Analysis and Recommendation

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-1 Single-Family Residential

Existing Land Use: Single-family residential

Direction: **North, South, West, East**

Current Zoning: R-1 Single-Family Residential

Existing Land Uses: Single-family residential

Consistency with the Kerrville 2050 Comprehensive Plan:

The subject property and surrounding residential areas are designated as Transitional Residential (TR). Since the underlying zoning is not changing for the subject property, the request is consistent with the Kerrville 2050 Comprehensive Plan.

Thoroughfare Plan:

The subject property is located on a residential street.

Traffic Impact:

No traffic impact is anticipated.

Parking:

A Short Term Rental requires one off-street parking space per bedroom and one additional off-street parking space for a manager, if the manager does not live onsite. This property has 4 bedrooms and no onsite manager so 5 off-street parking spaces are required. The applicant has identified 6 available off-street parking spaces, meeting the off-street parking requirement.

Recommendation:

Because the Conditional Use Permit request is consistent with the Kerrville 2050 Comprehensive Plan, will meet all zoning regulations, and there are amenities in close proximity to this proposed Short Term Rental location, staff recommends approval with consideration and inclusion of the following Proposed CUP Conditions.

On November 3rd, the Planning and Zoning Commission recommended the case for approval with a 4-2 vote.

Proposed CUP Conditions for Short Term Rental

A. Guest Notification: The owner or operator of the Property shall post "Guest Notification" in a conspicuous place within the rental unit on the Property. Guest Notification is shown on the following page.

B. Local Contact: The owner or operator of the Property shall provide the City with contact information for a local representative, within approximately two hours distance.

C. Occupancy Taxes: The owner or operator of the Property shall comply with the City's occupancy tax requirements as found within Ch. 94, Division III, of the City's Code of Ordinances.

D. Sign: The Property may not use more than one non-illuminated, on-site sign, in conjunction with its Short Term Rental unit. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii) freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceeding six square feet in size and three feet in height. Any such sign shall

comply with the City's Sign Code.

E. Minimum Off-Street Parking: One space per bedroom, plus parking required for the manager, if living off-site.

F. Maximum Occupancy: The maximum occupancy for any Short Term Rental is ten (10) guests. Short term rental owner / operator may set occupancy limits at less than ten (10) guests, however, in no case shall occupancy limits exceed ten (10) guests.

G. 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.

RECOMMENDED ACTION:

Approve Resolution No. 85-2022.

ATTACHMENTS:

[*20221213_Reso 85-2022 CUP 811 Lloyd.pdf*](#)

[*20221213_Letter in favor - Schwartzkopf - 811 Lloyd.pdf*](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 85-2022**

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE PROPERTY CONSISTING OF LOT 14, BLOCK 2, GALLERIA ESTATES ADDITION; AND MORE COMMONLY KNOWN AS 811 LLOYD; SAID PROPERTY IS LOCATED WITHIN A SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1); AND MAKING SAID PERMIT SUBJECT TO CONDITIONS AND RESTRICTIONS

WHEREAS, the owner of the property known as 811 Lloyd and depicted on the location map found at **Exhibit A** (the "Property"), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit ("CUP") to authorize a short-term rental unit on the Property, which is located within a Single-Family Residential Zoning District (R-1); 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 60, 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 December 13, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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 Single-Family Residential Zoning District (R-1), to be developed and used for a Short-Term Rental Unit ("STRU") as that term is defined in and pursuant to the Zoning Code, such use subject to the provisions of this Resolution and other City ordinances and regulations:

Legal Description: consisting of Lot 14, Block 2, out of the Galleria Estates Addition, and being depicted on the location map at **Exhibit A**.

Address: 811 Lloyd, Kerrville, TX 78028.

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. **Guest Notification:** The owner or operator of the Property shall post a “guest notification” in a conspicuous place within the STRU on the Property, said notification which is attached as **Exhibit B**.
- B. **Local Contact:** The owner or operator of the Property shall provide the City’s Director of Development Services (“Director”), with contact information for a local representative, which may include themselves. The local representative must be able to respond to a City employee or guest of the STRU within two hours after being notified of an emergency. Should a change occur to the contact information, the owner or operator of the Property shall update the Director in writing with the new information within three business days of any such change.
- C. **Occupancy Taxes:** The owner or operator of the Property shall comply with the City’s occupancy tax requirements as found within Ch. 94, Division III, of the City’s Code of Ordinances.
- D. **Sign:** The Property may not use more than one non-illuminated, on-site sign, in conjunction with the STRU. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii) freestanding and placed in the front yard but no closer than 20 feet to any property line and may not exceed six square feet in size and three feet in height. Any such sign shall comply with the City’s Sign Code.
- E. **Parking:** The Property must include at a minimum, one (1) off-street parking space per bedroom, plus an additional space for the manager, if living off-site.
- F. **Maximum Occupancy:** The Property is subject to a maximum occupancy of ten (10) guests, which may be lower per rules set by the owner or operator.
- G. **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 the CUP granted herein 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., 2022.

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Location Map

Case # PZ-2022-065

Location:
811 Lloyd Dr N

Legend

200' Notification Area -----
Subject Properties ———



0 30 60 120

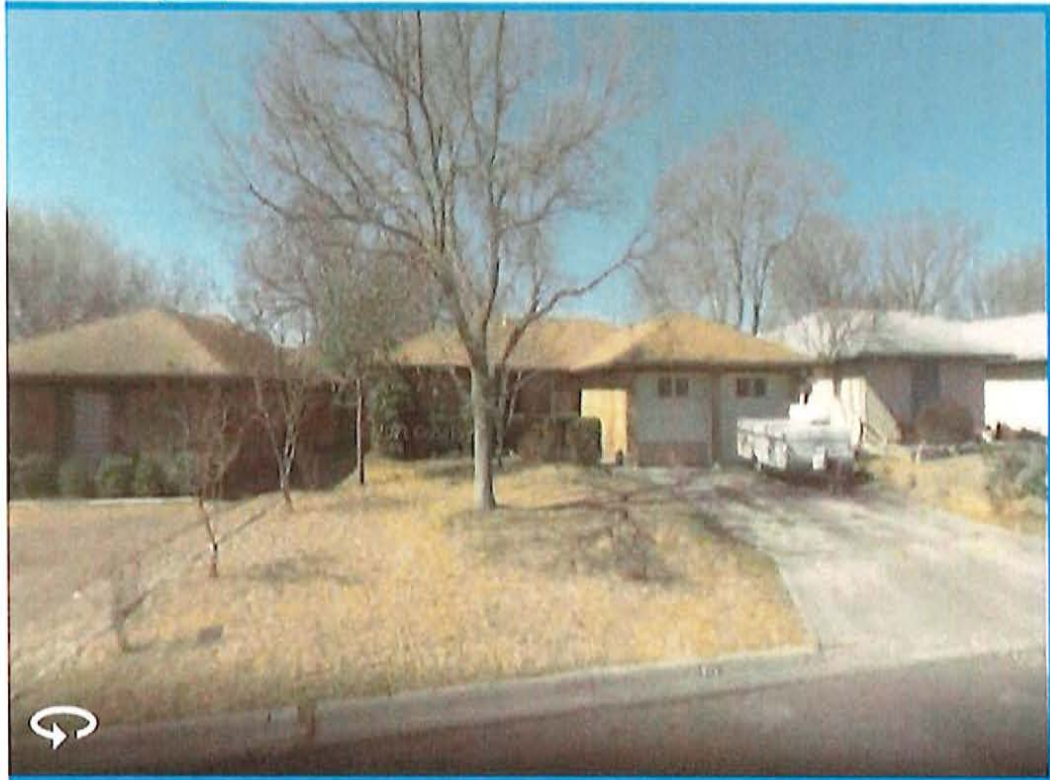
Scale In Feet



811 Lloyd Dr

All

Street View & 360°



This is from Google Maps. We have 4 Bedrooms, and parking for 6 cars. 2 in the garage, And 4 on the driveway. You can see by using the camper for reference that 4 cars will Fit on the driveway without using the apron.



SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number 85-2022

This short term rental has been permitted by the City of Kerrville as a conditional use under the above referenced resolution within a residential neighborhood and requires all guests to be aware of the following:

Because this short term rental is located within a residential neighborhood, proper etiquette should be observed at all times. The conditional use permit was issued in an effort **“to preserve the health, safety, and general welfare of adjacent property and its occupants and to protect such property and occupants from excessive noise, vibration, dust, dirt smoke, fumes, gas, odor, traffic, explosion, glare, surface water drainage, offensive view, or other undesirable hazardous conditions....”**

As a guest, please be aware of the proximity of your neighbors and be respectful of their right to privacy, a quiet environment, and unobstructed access to their property. Loud music, loud parties and excessive noise should be avoided. Parking should be limited to onsite parking spaces provided by short term rental management. Place trash and recycling in the appropriate containers.

As per the Conditional Use Permit, the **maximum occupancy is ten (10) guests**. The Short Term Rental owner may have other occupancy restrictions for fewer guests, however, in no case shall guest occupancy exceed ten (10) guests.

If you should have any questions regarding this notification, please contact the short term rental management.

Name: _____

Contact Number: _____

Thank you!

This Guest Notification should be posted by short term rental management in a location clearly visible by all guests and provided with check-in information. Posting of duplicate copies of this Guest Notification within each guest room is highly encouraged to clearly communicate the importance of proper etiquette within a residential neighborhood. Thank you!

Dear Planning and Zoning Members,

I have lived in the Galleria Estates since 1996 at 809 Lloyd Drive. It is a nice quiet neighborhood near Scott Schreiner golf course.

Pete and Karen Gerrity purchased the property next door at 811 Lloyd Drive and it has been a STR since April 2021. They have made many improvements to enhance the property. There has never been any issues with the guests. It is a family rental and pet friendly.

Any guest I happen to talk to is always very happy with the house and neighborhood. They are pleased to visit Kerrville and enjoy our neighborhood.

Sincerely,

Marc Schwartzkopf
809 Lloyd Drive
Kerrville TX 78028

Case Number 1Z-2022-65



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

SUBJECT:

Resolution No. 86-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lots 4, 5, & 6, Block 8 Hillcrest Addition; and more commonly known as 1001 Prescott; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to conditions and restrictions.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 23, 2022

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Proposal

A resolution to allow a Conditional Use Permit for a Short Term Rental on parts of Lots 4, 5, & 6, Block 8 Hillcrest, Kerrville; and more commonly known as 1001 Prescott St., Kerrville, TX 78028.

Procedural Requirements

The City, in accordance with state law, mailed 24 letters on 10/19/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 10/13/2022. In addition, an informational sign was posted at the front of the property on 10/25/2022. At the time of drafting this Agenda Bill, no comments had been received.

Staff Analysis and Recommendation

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-1 Single-Family Residential

Existing Land Use: Single-family residential

Direction: **North, South, West, East**

Current Zoning: R-1 Single-Family Residential

Existing Land Uses: Single-family residential

Consistency with the Kerrville 2050 Comprehensive Plan:

The subject property and surrounding residential areas are designated as Neighborhood Residential (NR). Since the underlying zoning is not changing for the subject property, the request is consistent with the Kerrville 2050 Comprehensive Plan.

Thoroughfare Plan:

The subject property is located on a residential street.

Traffic Impact:

No traffic impact is anticipated.

Parking:

A Short Term Rental requires one off-street parking space per bedroom and one additional off-street parking space for a manager, if the manager does not live onsite. This property has 2 bedrooms and no onsite manager so 3 off-street parking spaces are required. The applicant has identified 4 available off-street parking spaces, meeting the off-street parking requirement.

Recommendation:

Because the Conditional Use Permit request is consistent with the Kerrville 2050 Comprehensive Plan, will meet all zoning regulations, and there are amenities in close proximity to this proposed Short Term Rental location, staff recommends approval with consideration and inclusion of the following Proposed CUP Conditions.

On November 3rd, the Planning and Zoning Commission recommended the case for approval with a 4-2 vote.

Proposed CUP Conditions for Short Term Rental

A. Guest Notification: The owner or operator of the Property shall post "Guest Notification" in a conspicuous place within the rental unit on the Property. Guest Notification is shown on the following page.

B. Local Contact: The owner or operator of the Property shall provide the City with contact information for a local representative, within approximately two hours distance.

C. Occupancy Taxes: The owner or operator of the Property shall comply with the City's occupancy tax requirements as found within Ch. 94, Division III, of the City's Code of Ordinances.

D. Sign: The Property may not use more than one non-illuminated, on-site sign, in conjunction with its Short Term Rental unit. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii) freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceeding six square feet in size and three feet in height. Any such sign shall

comply with the City's Sign Code.

E. Minimum Off-Street Parking: One space per bedroom, plus parking required for the manager, if living off-site.

F. Maximum Occupancy: The maximum occupancy for any Short Term Rental is ten (10) guests. Short term rental owner / operator may set occupancy limits at less than ten (10) guests, however, in no case shall occupancy limits exceed ten (10) guests.

G. 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.

RECOMMENDED ACTION:

Approve Resolution No. 86-2022.

ATTACHMENTS:

[*20221213_Reso 86-2022 CUP 1001 Prescott.pdf*](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 86-2022**

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE PROPERTY CONSISTING OF LOTS 4, 5, AND 6, BLOCK 8, HILLCREST ADDITION; AND MORE COMMONLY KNOWN AS 1001 PRESCOTT; SAID PROPERTY IS LOCATED WITHIN A SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1); AND MAKING SAID PERMIT SUBJECT TO CONDITIONS AND RESTRICTIONS

WHEREAS, the owner of the property known as 1001 Prescott and depicted on the location map found at **Exhibit A** (the "Property"), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit ("CUP") to authorize a short-term rental unit on the Property, which is located within a Single-Family Residential Zoning District (R-1); 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 60, 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 December 13, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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 Single-Family Residential Zoning District (R-1), to be developed and used for a Short-Term Rental Unit ("STRU") as that term is defined in and pursuant to the Zoning Code, such use subject to the provisions of this Resolution and other City ordinances and regulations:

Legal Description: consisting of Lots 4, 5, and 6, Block 8, out of the Hillcrest Addition, and being depicted on the location map at **Exhibit A**.

Address: 1001 Prescott, Kerrville, TX 78028.

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. **Guest Notification:** The owner or operator of the Property shall post a “guest notification” in a conspicuous place within the STRU on the Property, said notification which is attached as **Exhibit B**.
- B. **Local Contact:** The owner or operator of the Property shall provide the City’s Director of Development Services (“Director”), with contact information for a local representative, which may include themselves. The local representative must be able to respond to a City employee or guest of the STRU within two hours after being notified of an emergency. Should a change occur to the contact information, the owner or operator of the Property shall update the Director in writing with the new information within three business days of any such change.
- C. **Occupancy Taxes:** The owner or operator of the Property shall comply with the City’s occupancy tax requirements as found within Ch. 94, Division III, of the City’s Code of Ordinances.
- D. **Sign:** The Property may not use more than one non-illuminated, on-site sign, in conjunction with the STRU. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii) freestanding and placed in the front yard but no closer than 20 feet to any property line and may not exceed six square feet in size and three feet in height. Any such sign shall comply with the City’s Sign Code.
- E. **Parking:** The Property must include at a minimum, one (1) off-street parking space per bedroom, plus an additional space for the manager, if living off-site.
- F. **Maximum Occupancy:** The Property is subject to a maximum occupancy of ten (10) guests, which may be lower per rules set by the owner or operator.
- G. **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 the CUP granted herein 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., 2022.

Judy Eychner, Mayor

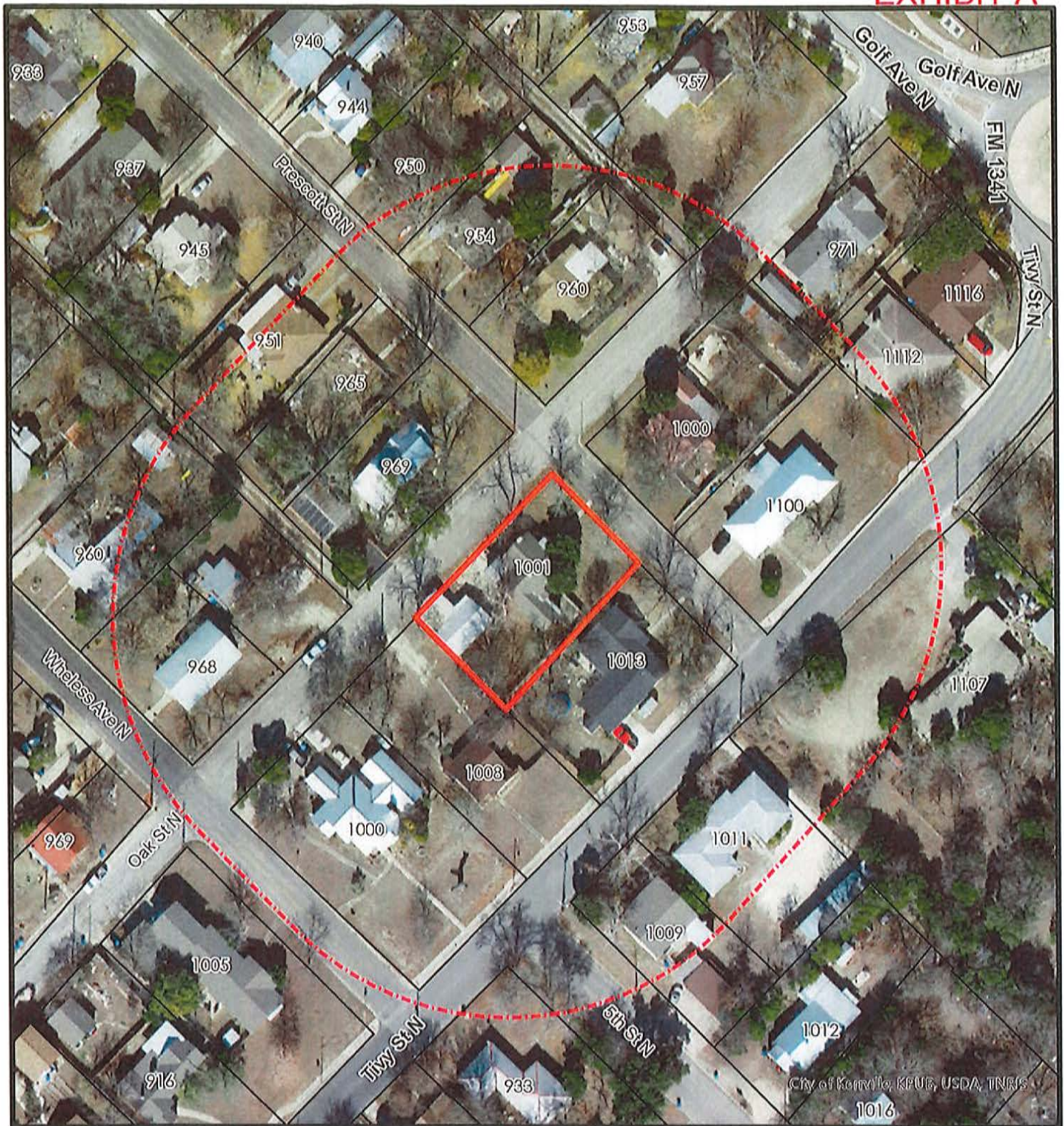
APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Location Map

Case # PZ-2022-066

Location:
1001 Prescott St

Legend

200' Notification Area
Subject Properties



0 30 60 120

Scale In Feet

Case PZ-2022-66

1001 Prescott Street - Requesting CUP for STR

2 bed with 4 off-street parking (two in garage and two in driveway)





SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number 86-2022

This short term rental has been permitted by the City of Kerrville as a conditional use under the above referenced resolution within a residential neighborhood and requires all guests to be aware of the following:

Because this short term rental is located within a residential neighborhood, proper etiquette should be observed at all times. The conditional use permit was issued in an effort **“to preserve the health, safety, and general welfare of adjacent property and its occupants and to protect such property and occupants from excessive noise, vibration, dust, dirt smoke, fumes, gas, odor, traffic, explosion, glare, surface water drainage, offensive view, or other undesirable hazardous conditions....”**

As a guest, please be aware of the proximity of your neighbors and be respectful of their right to privacy, a quiet environment, and unobstructed access to their property. Loud music, loud parties and excessive noise should be avoided. Parking should be limited to onsite parking spaces provided by short term rental management. Place trash and recycling in the appropriate containers.

As per the Conditional Use Permit, the **maximum occupancy is ten (10) guests**. The Short Term Rental owner may have other occupancy restrictions for fewer guests, however, in no case shall guest occupancy exceed ten (10) guests.

If you should have any questions regarding this notification, please contact the short term rental management.

Name: _____

Contact Number: _____

Thank you!

This Guest Notification should be posted by short term rental management in a location clearly visible by all guests and provided with check-in information. Posting of duplicate copies of this Guest Notification within each guest room is highly encouraged to clearly communicate the importance of proper etiquette within a residential neighborhood. Thank you!



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

SUBJECT:

Resolution No. 87-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 3, Block 1, Jenkins Addition; and more commonly known as 3410 Riverside; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to conditions and restrictions.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 23, 2022

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Proposal

A resolution to allow a Conditional Use Permit for a Short Term Rental on Lot 3, Block 1, Jenkins; and more commonly known as 3410 Riverside Dr E, Kerrville, TX 78028.

Procedural Requirements

The City, in accordance with state law, mailed 22 letters on 10/19/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 10/13/2022. In addition, an informational sign was posted at the front of the property on 10/25/2022. At the time of drafting this Agenda Bill, two comments had been received.

Staff Analysis and Recommendation:

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-1 Single-Family Residential

Existing Land Use: Single-family residential

Direction: **North, South, West, East**

Current Zoning: R-1 Single-Family Residential

Existing Land Uses: Single-family residential

Consistency with the Kerrville 2050 Comprehensive Plan:

The subject property and surrounding residential areas are designated as Community Commercial (CC). Since the underlying zoning is not changing for the subject property, the request is consistent with the Kerrville 2050 Comprehensive Plan.

Thoroughfare Plan:

The subject property is located on a residential street.

Traffic Impact:

No traffic impact is anticipated.

Parking:

A Short Term Rental requires one off-street parking space per bedroom and one additional off-street parking space for a manager, if the manager does not live onsite. This property has 4 bedrooms and no onsite manager so 5 off-street parking spaces are required. The applicant has identified 5 available off-street parking spaces, meeting the off-street parking requirement.

Recommendation:

Because the Conditional Use Permit request is consistent with the Kerrville 2050 Comprehensive Plan, will meet all zoning regulations, and there are amenities in close proximity to this proposed Short Term Rental location, staff recommends approval with consideration and inclusion of the following Proposed CUP Conditions.

On November 3rd, the Planning and Zoning Commission recommended the case for approval with a 4-2 vote.

Proposed CUP Conditions for Short Term Rental

- A. **Guest Notification:** The owner or operator of the Property shall post "Guest Notification" in a conspicuous place within the rental unit on the Property. Guest Notification is shown on the following page.
- B. **Local Contact:** The owner or operator of the Property shall provide the City with contact information for a local representative, within approximately two hours distance.
- C. **Occupancy Taxes:** The owner or operator of the Property shall comply with the City's occupancy tax requirements as found within Ch. 94, Division III, of the City's Code of Ordinances.
- D. **Sign:** The Property may not use more than one non-illuminated, on-site sign, in conjunction with its Short Term Rental unit. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii) freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceeding six square feet in size and three feet in height. Any such sign shall

comply with the City's Sign Code.

E. **Minimum Off-Street Parking:** One space per bedroom, plus parking required for the manager, if living off-site.

F. **Maximum Occupancy:** The maximum occupancy for any Short Term Rental is ten (10) guests. Short term rental owner / operator may set occupancy limits at less than ten (10) guests, however, in no case shall occupancy limits exceed ten (10) guests.

G. **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.

RECOMMENDED ACTION:

Approve Resolution No. 87-2022.

ATTACHMENTS:

[*20221213_Reso 87-2022 CUP 3410 Riverside.pdf*](#)

[*20221213_Letter in favor - Andrus - 3410 Riverside.pdf*](#)

[*20221213_Letter opposed - Arredondo - 3410 Riverside.pdf*](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 87-2022**

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE PROPERTY CONSISTING OF LOT 3, BLOCK 1, JENKINS ADDITION; AND MORE COMMONLY KNOWN AS 3410 RIVERSIDE; SAID PROPERTY IS LOCATED WITHIN A SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1); AND MAKING SAID PERMIT SUBJECT TO CONDITIONS AND RESTRICTIONS

WHEREAS, the owner of the property known as 3410 Riverside and depicted on the location map found at **Exhibit A** (the "Property"), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit ("CUP") to authorize a short-term rental unit on the Property, which is located within a Single-Family Residential Zoning District (R-1); 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 60, 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 December 13, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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 Single-Family Residential Zoning District (R-1), to be developed and used for a Short-Term Rental Unit ("STRU") as that term is defined in and pursuant to the Zoning Code, such use subject to the provisions of this Resolution and other City ordinances and regulations:

Legal Description: consisting of Lot 3, Block 1, out of the Jenkins Addition, and being depicted on the location map at **Exhibit A**.

Address: 3410 Riverside, Kerrville, TX 78028.

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. **Guest Notification:** The owner or operator of the Property shall post a "guest notification" in a conspicuous place within the STRU on the Property, said notification which is attached as **Exhibit B**.
- B. **Local Contact:** The owner or operator of the Property shall provide the City's Director of Development Services ("Director"), with contact information for a local representative, which may include themselves. The local representative must be able to respond to a City employee or guest of the STRU within two hours after being notified of an emergency. Should a change occur to the contact information, the owner or operator of the Property shall update the Director in writing with the new information within three business days of any such change.
- C. **Occupancy Taxes:** The owner or operator of the Property shall comply with the City's occupancy tax requirements as found within Ch. 94, Division III, of the City's Code of Ordinances.
- D. **Sign:** The Property may not use more than one non-illuminated, on-site sign, in conjunction with the STRU. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii) freestanding and placed in the front yard but no closer than 20 feet to any property line and may not exceed six square feet in size and three feet in height. Any such sign shall comply with the City's Sign Code.
- E. **Parking:** The Property must include at a minimum, one (1) off-street parking space per bedroom, plus an additional space for the manager, if living off-site.
- F. **Maximum Occupancy:** The Property is subject to a maximum occupancy of ten (10) guests, which may be lower per rules set by the owner or operator.
- G. **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 the CUP granted herein 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., 2022.

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Location Map

Case # PZ-2022-063

Location:
3410 Riverside Dr E

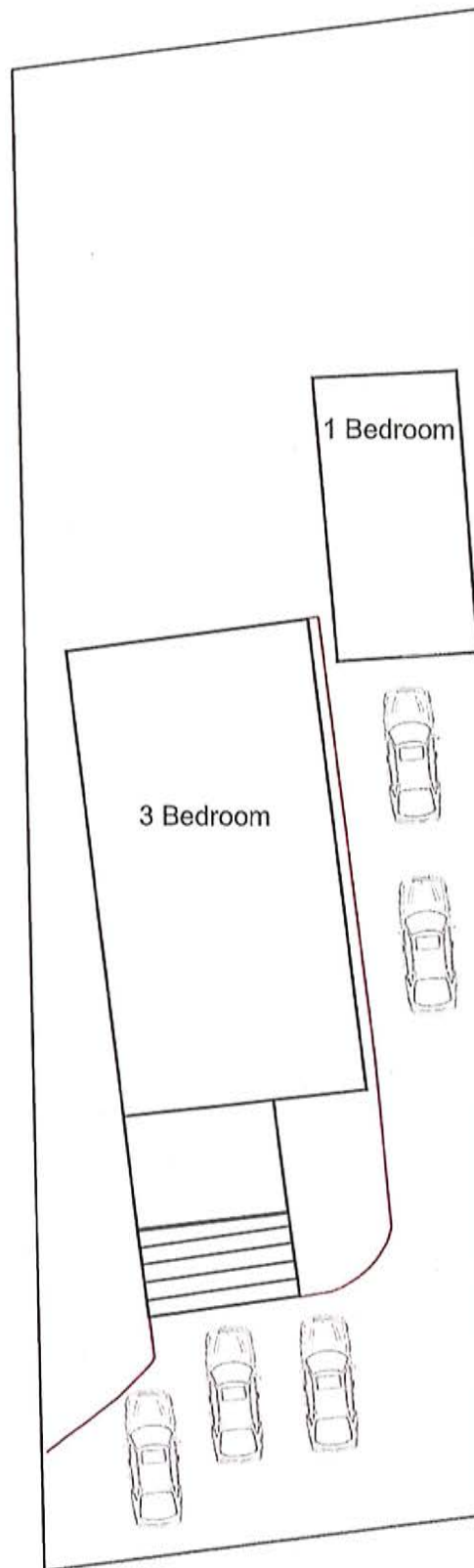
Legend

200' Notification Area ---
Subject Properties ---



0 25 50 100
Scale In Feet

3410 Riverside Drive
Kerrville, TX 78028



Riverside Drive



SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number 87-2022

This short term rental has been permitted by the City of Kerrville as a conditional use under the above referenced resolution within a residential neighborhood and requires all guests to be aware of the following:

Because this short term rental is located within a residential neighborhood, proper etiquette should be observed at all times. The conditional use permit was issued in an effort **“to preserve the health, safety, and general welfare of adjacent property and its occupants and to protect such property and occupants from excessive noise, vibration, dust, dirt smoke, fumes, gas, odor, traffic, explosion, glare, surface water drainage, offensive view, or other undesirable hazardous conditions....”**

As a guest, please be aware of the proximity of your neighbors and be respectful of their right to privacy, a quiet environment, and unobstructed access to their property. Loud music, loud parties and excessive noise should be avoided. Parking should be limited to onsite parking spaces provided by short term rental management. Place trash and recycling in the appropriate containers.

As per the Conditional Use Permit, the **maximum occupancy is ten (10) guests**. The Short Term Rental owner may have other occupancy restrictions for fewer guests, however, in no case shall guest occupancy exceed ten (10) guests.

If you should have any questions regarding this notification, please contact the short term rental management.

Name: _____

Contact Number: _____

Thank you!

This Guest Notification should be posted by short term rental management in a location clearly visible by all guests and provided with check-in information. Posting of duplicate copies of this Guest Notification within each guest room is highly encouraged to clearly communicate the importance of proper etiquette within a residential neighborhood. Thank you!

From: [Dorothy Miller](#)
To: [Drew Paxton](#); [Steve Melander](#)
Subject: Msg. re: PZ-2022-63
Date: Tuesday, October 25, 2022 9:52:53 AM
Attachments: [image001.png](#)
[image004.png](#)

Date: 10/25/2022, Time: 9:50 a.m.

From: Daniel Andrus

Address: 24904 Whitney Dr., Spicewood, TX 78669

Phone #: |

Owns Prop. ID 17299 within 200 ft. of the subject property. He has no objections to case PZ-2022-63.

Thank you and have a blessed day! ☺



Dorothy Miller | Administrative Assistant for Development Services | City of
Kerrville
200 Sidney Baker Street | Kerrville, Texas 78028 |
www.kerrvilletx.gov

We want to hear from you, please take a short survey by clicking here: [DS Survey](#)

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain information that is Protected Private Information, privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient be advised that any unauthorized use, disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you are not the intended recipient, please immediately contact the sender by reply e-mail and destroy all copies of the original message.

From: [Evelyn Arredondo](#)
To: [Drew Paxton](#)
Subject: case#pz2022-63
Date: Thursday, November 3, 2022 8:53:53 AM

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am a resident on Carmichael Street near Riverside where there is a zoning meeting today. my concerns are that it might become like a party house for weekends and I am not happy because my house is nearby and I can still hear things. we've always had trouble with this location due to other past renters not being very neighborly I am concerned that Air&B's will be no different . I will not make the meeting due to the fact that I work late. thank
Evelyn Arredondo



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

SUBJECT:

Ordinance No. 2023-01. An Ordinance annexing a track of land into the corporate limits of the City of Kerrville, Texas; such property making up approximately 4.45 acres and generally located adjacent to and South of Kerrville Schreiner Park; more commonly known as 2511 State Highway 173 (Bandera Highway); such property more specifically described in this ordinance and being located within the Extraterritorial Jurisdiction of and adjacent to the City Limits; adopting a Service Agreement; establishing the Zoning for the annexed property as a Mixed Use (MU) Zoning District; and providing other matters relating to this subject.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 25, 2022

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Proposal

An ordinance to annex into the City of Kerrville's incorporated limits with a zoning classification of MU Mixed Use on 4.45 acres of land out of the David Schauchard Survey No. 67, Abstract No. 299; and more commonly known as 2511 Bandera Hwy, Kerrville, TX 78028. (Case No. PZ-2022-60)

Procedural Requirements

The City, in accordance with state law, mailed 9 letters on 10/19/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 10/13/2022.

At the time of drafting this agenda bill, Development Services has received one comment, in opposition, from

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2023-01**

AN ORDINANCE ANNEXING A TRACT OF LAND INTO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS; SUCH PROPERTY MAKING UP APPROXIMATELY 4.45 ACRES AND GENERALLY LOCATED ADJACENT TO AND SOUTH OF KERRVILLE SCHREINER PARK; MORE COMMONLY KNOWN AS 2511 STATE HIGHWAY 173 (BANDERA HIGHWAY); SUCH PROPERTY MORE SPECIFICALLY DESCRIBED IN THIS ORDINANCE AND BEING LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF AND ADJACENT TO THE CITY LIMITS; ADOPTING A SERVICE AGREEMENT; ESTABLISHING THE ZONING FOR THE ANNEXED PROPERTY AS A MIXED USE (MU) ZONING DISTRICT; AND PROVIDING OTHER MATTERS RELATING TO THIS SUBJECT

WHEREAS, an owner of land has requested annexation by the City of Kerrville, Texas ("City"), pursuant to Local Government Code Section 43.0671; and

WHEREAS, the land to be annexed makes up a total of approximately 4.45 acres, as more specifically described below (the "Property"); and

WHEREAS, the Property lies within the extraterritorial jurisdiction of the City and adjacent to the City's limits; and

WHEREAS, in conjunction with the approval of this Ordinance, City Council also approves a service agreement for the Property in accordance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, Section 60-37 of the City's Zoning Code creates procedures for initial zoning of newly annexed areas; and

WHEREAS, having provided all required public notices, held all required public hearings at which persons with an interest in the matter were provided an opportunity to be heard, and complying with other requirements in Section 43.0673 of the Texas Local Government Code, City Council finds it to be in the public interest to adopt this Ordinance annexing the Property, to approve a service agreement as required by state law, and to establish zoning regulations for the Property;

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

SECTION ONE. FINDINGS. City Council finds and declares the facts and recitations contained in the preamble of this Ordinance true and correct.

SECTION TWO. ANNEXATION. The property described and depicted in **Exhibit A** (the "Property") is annexed and incorporated into the corporate limits of the City of Kerrville, Texas, for all legal purposes.

SECTION THREE. AMENDMENT TO CITY BOUNDARY. City Council authorizes and directs the City Manager to amend the City's official boundary map in accordance with this annexation.

SECTION FOUR. PETITION FOR ANNEXATION. The petition for annexation concerning the Property is attached as **Exhibit B** and incorporated herein by reference, said petition, which triggered the process specified in Subchapter C-3, Chapter 43, Texas Local Government Code, authorizing the annexation of the Property.

SECTION FIVE. AGREEMENT REGARDING SERVICES. Pursuant to Section 43.0672 of the Texas Local Government Code, the City has negotiated and hereby enters into a Service Agreement (the "Agreement") with the owner of land for the provision of services in the area. The Agreement is attached to this Ordinance as **Exhibit C** and by this reference is incorporated into it. Upon annexation of the Property, the City shall provide the Property with the municipal services set forth in the Agreement pursuant to the schedule set forth therein, such services making up the City's full municipal services. The City shall have no obligation to provide services to the Property not listed in the Agreement.

SECTION SIX. ZONING. Upon the adoption of this Ordinance, and in accordance with Section 60-37 of the City's Zoning Code, the Property will be zoned as a Mixed Use (MU) Zoning District, which will authorize such property to be used in ways consistent with those land uses specified in that district.

SECTION SEVEN. CUMULATIVE CLAUSE. The provisions of this Ordinance are to be cumulative of all 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 hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION EIGHT. SEVERABILITY CLAUSE. 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 hereby 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 NINE. PENALTY. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Article 1-1-7 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

SECTION TEN. PUBLICATION OF ORDINANCE. In accordance with Section 3.07 of the City Charter and Texas Local Government Code §52.013(a), 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 ELEVEN. POST ANNEXATION ACTIONS. The City Manager shall provide a certified copy of this Ordinance to the Texas Secretary of State, Kerr County, and Kerr Central Appraisal District and any other entity as may be required.

PASSED AND APPROVED ON FIRST READING, this the ____ day of _____ A.D., 2022.

PASSED AND APPROVED ON SECOND READING, this the ____ day of _____ A.D., 2023.

Judy Eychner, Mayor

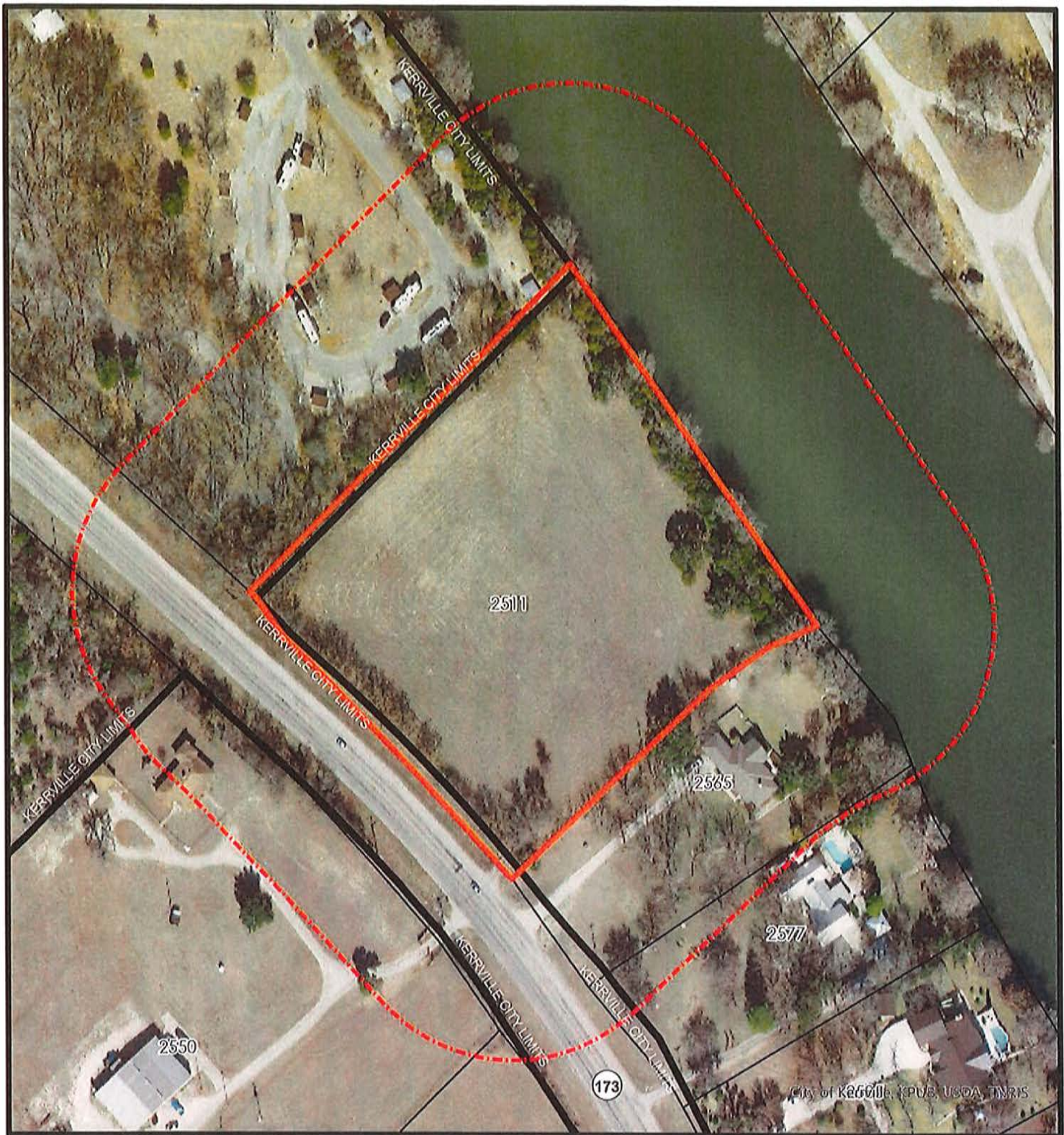
APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Location Map

Case # PZ-2022-060

Location:
2511 Bandera Highway

Legend

200' Notification Area
Subject Properties



0 55 110 220

Scale In Feet

VOL. 1546 PAGE 0346

EXHIBIT "A"I. PROPERTY:

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, and being 4.45 acres, more or less, and being more particularly described as:

Being all of a certain tract or parcel of land out of David Schuchard Survey No. 67, Abstract No. 299, in Kerr County, Texas; the same land conveyed as Tract No. 2 to the GMU Family Partnership, Ltd. from the George Milton Underwood IV Income Trust Two, et al, by a Special Warranty Deed executed the 7th day of July, 1998 and recorded in Volume 962 at Page 679 of the Real Property Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows (record calls shown in parentheses):

BEGINNING at a 3/8" iron stake found for the west corner of the herein described tract and said Tract No. 2, 3.4 ft. N:59°24'04"W. from a three-way fence cornerpost in the northeast right-of-way line of State Highway No. 173, in the southeast line of 500 acres conveyed to the State of Texas from the City of Kerrville by a Warranty Deed executed the 10th day of December, 1934 and recorded in Volume 58 at Page 116 of the Deed Records of Kerr County, Texas; which point bears, approximately, 7332 ft. N.45°E. from the west corner of said Survey No. 67;

THENCE, with the common line between said Tract No. 2 and said 500 acres, north of and diverging from a fence, N.44°43'18"E., at 483.7 ft. passing 17.0 ft. northwest of a fence endpost for reference, then continuing for a total distance of 504.20 ft. (N.44°44'E. 504.2 ft.) to an unmarked point on the southwest bank of the Guadalupe River for the north corner of the herein described tract, the northeasterly common corner of said Tract No. 2 and said 500 acres;

THENCE, with the northeast line of said Tract No. 2, along the southwest bank of said Guadalupe River, S.33°32'04"E. 435.76 ft. (S.33°30'E. 436.5 ft.) to an unmarked point for the east corner of the herein described tract and said Tract No. 2, which point bears 53.7 ft. N.67°34'49"W. from the north corner of 1.75 acres conveyed to Norman G. Sherman, et ux, from William Henry Ray, et al, by a Warranty Deed executed the 6th day of August, 1984 and recorded in Volume 301 at Page 420 of the Deed Records of Kerr County, Texas;

THENCE, with the southeast line of said Tract No. 2, northwest of and converging with the northwest line of said 1.75 acres, S.45°01'14"W., at 73.08 ft. (73.3 ft.) passing a 3/8" iron stake found for reference, then continuing for a total distance of 418.30 ft. (S.45°06'W. 418.3 ft.) to a 3/8" iron stake found at a fence cornerpost for the south corner of the herein described tract and said Tract No. 2, in the northeast right-of-way line of said State Highway No. 173, in a 02°54'35" curve concave to the southwest having a radius of 1969.26 ft. (1970.08 ft.);

THENCE, along a fence with the southwest line of said Tract No. 2, the northeast right-of-way line of said State Highway No. 173: 307.39 ft. (311.3 ft.) along an arc of said 02°54'35" curve subtended by a central angle of 08°56'36" [long chord = N.43°39'50"W. 307.07 ft.] to a concrete right-of-way marker found at its end; and N.48°08'08"W. 117.65 ft. (N.48°04'W. 114.7 ft.) to the PLACE OF BEGINNING containing 4.45 acres of land, more or less, within these metes and bounds.

II. EXCEPTIONS:

1. Standby fees, taxes and assessments by any taxing authority for the year 2006, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, TEXAS TAX CODE, or because of improvements not assessed for a previous tax year.
2. Visible and/or apparent utility easements.
4. Easements to Lower Colorado River Authority recorded in Volume 5, Page 609, Easement Records of Kerr County, Texas.
5. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporation, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable to perennial rivers and streams, lakes, bays, gulf or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
6. Fence encroachment on north boundary line as shown on survey dated January 12, 2000, prepared by Don Voelkel, RPLS.

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law, THE STATE OF TEXAS }
 COUNTY OF KERR
 I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Kerr County, Texas on

AUG 21 2006



James R. Rieper
 COUNTY CLERK, KERR COUNTY, TEXAS

A
EXHIBIT

GUADALUPE (FLAT ROCK RIVER LAKE)

Plat of Boundary and Topographic Survey of 4.45 Acres situated in the D. Schuchard Survey No. 67, Abstract No. 299, and being the same property of record in Volume 1546, Page 344, Official Public Records of Kerr County, Texas.

CURVE	RADIUS	ARC	DELTA	TANGENT	BEARING	WORE DIST
1	1868.28'	207.21°	87.8736°	154.00'	N43°30'37"W	307.67'

CURVE	RADIUS	ARC	DELTA	TANGENT
57	1000.00'	207.28°	87.5536°	154.00'

CURVE	RADIUS	ARC	DEG
C1	1663.26	207.28	0.50

26

JOHN A. SOUTHWAY
SURVEY NO. 148
ABSTRACT NO. 288

LEGEND OF ABBREVIATIONS

[illegible]

configured in ways that identify the relevant parties

[illegible]DAVID SCHAUCHARD
SURVEY NO. 67
ABSTRACT NO. 299

4.45 Acres
PROPERTY IS NOT WITH

4.43 ACIES
THIS PROPERTY IS NOT WITHIN THE

I, Charles Cooper, a Registered Professional Land Surveyor, hereby state that the preceding information was obtained from a survey made on the ground under my supervision on July 17, 2007.

All dimensions in boundary lines, projections, and easements reported on the above are shown here. Only plans containing my seal in 2007, 2014 and my signature in blue ink are to be considered original and authorized for use.

GUADALUPE SURVEY COMPANY
217-A West Water Kerrville, Texas 78028 Ph# (830)895-1808 Fax# (830)896-3534

Charles Duggan, M.P.L.S.
Kearns Foundation, N.Y. 4001

**PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS
TO THE MAYOR OF THE GOVERNING BODY OF KERRVILLE, TEXAS**

The undersigned owners of the hereinafter described tract of land, which in vacant and without residents, or on which fewer than three qualified voters reside, hereby waive the requirement to be offered a development agreement pursuant to Section 43.016 of the Texas Local Government Code (where applicable); and petition your honorable body to extend the present City limits so as to include as part of the City of Kerrville, Texas, the following described territory, to wit:

See Exhibit A

We certify that the above described tract of land is contiguous and adjacent to the City of Kerrville, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed:

Jamelle D. Duke

THE STATE OF TEXAS

COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared Pamela Duke, known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 16 day of September, 2022.



J. K. Hines
Notary Public in and for
Kerr County, Texas

EXHIBIT C
ANNEXATION SERVICE PLAN

- I. **INTRODUCTION:** This Service Plan for the extension of municipal services to the area to be annexed was developed in accordance with state law. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Kerrville, Texas ("City") at the levels and schedule specified below.
- II. **UNIFORM LEVEL OF SERVICES:** The City shall provide services by any of the methods by which it extends the services to any other area of the municipality, based upon differing characteristics of topography, land use, and population density, which may be considered a sufficient basis for providing differing levels of service.
- III. **SPECIFIC FINDINGS:** City Council finds and determines that this Service Plan, as provided below, will provide full municipal services to the annexed area both adequate to serve the annexed area and commensurate with the levels of services provided in other parts of the City with the same or similar topography, land use, and population density, and it will not provide a lower level of service in the annexed area than were in existence at the time immediately preceding the effective date of annexation.

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Code Enforcement	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City shall be made immediately to the area upon annexation. The adoption of zoning plan shall be in accordance with the procedures of the City's Zoning Code.	Immediately following annexation, zoning to be concurrent with annexation
Fire Protection and Emergency Medical Services (EMS)	Fire protection and emergency medical services will be provided to the annexed area. The City will serve the annexed area from existing fire stations closest to the area of annexation. Emergency dispatch assignment of Fire Services resources to the annexed area would be the same as currently provided in areas of similar land use and population within the City.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Fire Prevention	The services of the City's Fire Marshall shall be provided to the area.	Immediately following annexation.
Library	Residents of the area, if any, will continue to be entitled to utilize the City's Library facilities.	Immediately following annexation.
Parks and Recreation Facilities	The City will maintain park and recreation facilities located within the annexed area, if any, on the effective date of annexation on the same basis and at the same level as similar facilities are maintained throughout the City.	Immediately following annexation
Police Protection	Police Services will provide protection and law enforcement services to the annexed area. The level of service will be at the same level as currently provided in areas of similar land use and population within the City. These services include the following: 1) regular patrol of the area, 2) handling of complaints and incidents, 3) traffic enforcement, and 4) special units, such as criminal investigations, narcotics, crime prevention, neighborhood services, and special weapons and tactics.	Immediately following annexation
Maintenance of Existing Roads & Streets	The City's Public Works Department will maintain existing roads and streets, drainage, and regulatory signs on the effective date of annexation. The same basis and level of services currently provided throughout the City will be adhered to as follows: 1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
	2. Routine maintenance of public streets and rights-of-way performed within the City. 3. Street sweeping services may occur based upon need and funding. 4. Installation and maintenance of traffic signs, street markings, and other traffic control devices as the need is established by appropriate study and traffic standards. Private streets, including ingress/egress easements, access easements, common areas, common driveways and anything else which has not been specifically dedicated and accepted as public right-of-way, will not be maintained by the City. Public streets will be included in the City's preventive maintenance program. Preventive maintenance projects are prioritized and scheduled based on a variety of factors, including surface condition, transversibility, age, traffic volume, density of dwellings per block, adjacent street conditions and available funding. Any necessary rehabilitation or reconstruction will be considered on a citywide priority basis.	
Solid Waste Collection	Solid Waste collection to the annexed area will be provided on the same basis and at the same level as provided throughout the City, in accordance with applicable law.	Immediately following annexation
Traffic Engineering	Traffic control devices and street markers shall be installed where deemed necessary by the City street department, except as provided by the Texas Department of Transportation.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Water Service	The City will provide for the maintenance of City-owned public water lines within the annexed area provided that the area is within the City's Certificate of Convenience and Necessity area as determined by the Public Utility Commission (PUC) beginning on the effective date of the annexation. Water service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that water extensions are the responsibility of the developer of property will be applied in this area.	As the property develops
Wastewater Service	The City will provide for the maintenance of sanitary sewer lines within the annexed area provided that the area is within the City's Certificate of Convenience and Necessity area as determined by the Public Utility Commission (PUC) beginning on the effective date of the annexation. Sanitary sewer service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that sanitary sewer extensions are the responsibility of the developer of property will be applied to this area. Maintenance of all parts of the sewer system will begin as those parts are put into service. The sewer system will be maintained with the same frequency and level of effort as comparable parts of the system in other parts of the City.	As the property develops

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Provision for Other City Services	Other City services that may be provided by the City such as planning, inspection, animal control, municipal court, and general administration will be made available on the same basis and at the same level as provided throughout the City.	Immediately following annexation



City of Kerrville

701 MAIN STREET • KERRVILLE, TEXAS 78028 • 830.257.8000 • KERRVILLETX.GOV

December 1, 2022

To Whom It May Concern,

Please allow this letter to serve as permission to release the City's Confidential Sales Tax Report, Hotel Occupancy Tax Reports, and any other financial or statistical report for the purpose of economic analysis, financial forecasting, and budgeting.

Requests for the report will be made using the Comptroller's Open Records Portal. Please release the report when requested to:

Julie Behrens
Director of Finance
julie.behrens@kerrvilletx.gov

Trina Rodriguez
Assistant Director of Finance
trina.rodriguez@kerrvilletx.gov

Thank you,

E.A. Hoppe
City Manager
City of Kerrville

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS
TO THE MAYOR OF THE GOVERNING BODY OF KERRVILLE, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive the requirement to be offered a development agreement pursuant to Section 43.016 of the Texas Local Government Code (where applicable); and petition your honorable Body to extend the present City limits so as to include as part of the City of Kerrville, Texas, the following described territory, to wit:

See Exhibit A

We certify that the above described tract of land is contiguous and adjacent to the City of Kerrville, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: *Pamela Duke*

THE STATE OF TEXAS

COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared Pamela Duke, known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 16 day of September, 2022.



S. Kerrner
Notary Public in and for
Kerr County, Texas

CURVE	RADIUS	ARC	DELTA	TANGENT	BEARING	HORIZ DIST
C1	1900.26'	307.38°	8°56'36"	154.00'	N43°38'34"W	307.07'

[illegible]

APPROX. 100 YEAR FLOOD LINE PER
SCALING SHADED AREA ON

NOTE:
This survey is based on the 1990 American Dental Association State Panel Composite Survey, State Composite Time Series, and the 1990 American Dental Association Survey of Dental Sealings, fillings and inlays and crowns placed.

EXHIBIT

A

GUADALUPE (FLAT ROCK RIVER LAKE)

4.45 Acres
THIS PROPERTY IS NOT WITHIN THE

DAVID SCHAUCHARD
SURVEY NO. 67
ABSTRACT NO. 209

Mr. Charles Dugas, a Registered Professional Land Surveyor, hereby states that this plat correctly represents a survey made on the ground under my supervision on July 17, 2007.

All encroachments in boundary lines, easements, and reservations apparent on the plat are shown hereon. Only plat containing my seal in block ink and my signature in blue ink are to be considered original and admissible for use.

Plat of Boundary and Topographic Survey of 4.45 Acres situated in the D. Schuchard Survey No. 67, Abstract No. 299, and being the same property of record in Volume 1546, Page 344, Official Public Records of Kerr County, Texas.

217-A West Water
GUADALUPE SURVEY COMPANY
Kerrville, Texas 78028 Ph# (830)895-1808 Fax# (830)896-3534

Charles Digges, R.P.I.S.
Texas Registration No. 4061

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

WARRANTY DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR §

THAT TUSCANY LAND, LTD., a Texas limited partnership, hereinafter referred to as "GRANTOR", for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash, and other good and valuable consideration, in hand paid by PAMELA A. DUKE, hereinafter referred to as "GRANTEE", receipt of which is hereby acknowledged, and for which no lien, expressed, or implied, is retained or shall exist, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto GRANTEE, as her sole and separate property and estate, the property, lying and being situated in Kerr County, Texas, together with all rights, benefits, privileges, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto and together with any and all improvements thereon (collectively, the "Property") described as follows:

4.45 acres, more or less, lying and being situated in Kerr County, Texas, more particularly described in and subject to the exceptions stated in Exhibit "A" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject as aforesaid, unto GRANTEE, and GRANTEE's heirs, legal representatives and assigns, forever; and GRANTOR does hereby bind GRANTOR, and GRANTOR's successors, to WARRANT AND FOREVER DEFEND all and singular the Property, subject as aforesaid, unto GRANTEE, and GRANTEE's heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 18 day of August, 2006.

TUSCANY LAND, LTD.

BY: TL LLC, General Partner

By: Robert Keeble
Robert Keeble, President

Grantee's name and address:

RETURN TO:
Pamela A. Duke
119-B Aspen Airport Business Center
Aspen, CO 81611

FILED FOR RECORD
at...9:10...o'clock.....10...M

AUG 18 2006

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Chela Thompson Deputy

17

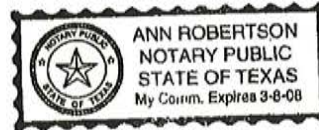
THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 18 day of August, 2006, by ROBERT KEEBLE, President of TL LLC, a Texas limited liability company, General Partner of TUSCANY LAND, LTD., a Texas limited partnership, on behalf of said limited partnership.



Notary Public, State of Texas



FILED BY
KERRVILLE TITLE COMPANY

EXHIBIT "A"I. PROPERTY:

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, and being 4.45 acres, more or less, and being more particularly described as:

Being all of a certain tract or parcel of land out of David Schuchard Survey No. 67, Abstract No. 299, in Kerr County, Texas; the same land conveyed as Tract No. 2 to the GMU Family Partnership, Ltd. from the George Milton Underwood IV Income Trust Two, et al, by a Special Warranty Deed executed the 7th day of July, 1998 and recorded in Volume 962 at Page 679 of the Real Property Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows (record calls shown in parentheses):

BEGINNING at a 3/8" iron stake found for the west corner of the herein described tract and said Tract No. 2, 3.4 ft. N:59°24'04"W. from a three-way fence cornerpost in the northeast right-of-way line of State Highway No. 173, in the southeast line of 500 acres conveyed to the State of Texas from the City of Kerrville by a Warranty Deed executed the 10th day of December, 1934 and recorded in Volume 58 at Page 116 of the Deed Records of Kerr County, Texas; which point bears, approximately, 7332 ft. N.45°E. from the west corner of said Survey No. 67;

THENCE, with the common line between said Tract No. 2 and said 500 acres, north of and diverging from a fence, N.44°43'18"E., at 483.7 ft. passing 17.0 ft. northwest of a fence endpost for reference, then continuing for a total distance of 504.20 ft. (N.44°44'E. 504.2 ft.) to an unmarked point on the southwest bank of the Guadalupe River for the north corner of the herein described tract, the northeasterly common corner of said Tract No. 2 and said 500 acres;

THENCE, with the northeast line of said Tract No. 2, along the southwest bank of said Guadalupe River, S.33°32'04"E. 435.76 ft. (S.33°30'E. 436.5 ft.) to an unmarked point for the east corner of the herein described tract and said Tract No. 2, which point bears 53.7 ft. N.67°34'49"W. from the north corner of 1.75 acres conveyed to Norman G. Sherman, et ux, from William Henry Ray, et al, by a Warranty Deed executed the 6th day of August, 1984 and recorded in Volume 301 at Page 420 of the Deed Records of Kerr County, Texas;

THENCE, with the southeast line of said Tract No. 2, northwest of and converging with the northwest line of said 1.75 acres, S.45°01'14"W., at 73.08 ft. (73.3 ft.) passing a 3/8" iron stake found for reference, then continuing for a total distance of 418.30 ft. (S.45°06'W. 418.3 ft.) to a 3/8" iron stake found at a fence cornerpost for the south corner of the herein described tract and said Tract No. 2, in the northeast right-of-way line of said State Highway No. 173, in a 02°54'35" curve concave to the southwest having a radius of 1969.26 ft. (1970.08 ft.);

THENCE, along a fence with the southwest line of said Tract No. 2, the northeast right-of-way line of said State Highway No. 173: 307.39 ft. (311.3 ft.) along an arc of said 02°54'35" curve subtended by a central angle of 08°56'36" [long chord = N.43°39'50"W. 307.07 ft.] to a concrete right-of-way marker found at its end; and N.48°08'08"W. 117.65 ft. (N.48°04'W. 114.7 ft.) to the PLACE OF BEGINNING containing 4.45 acres of land, more or less, within these metes and bounds.

II. EXCEPTIONS:

1. Standby fees, taxes and assessments by any taxing authority for the year 2006, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, TEXAS TAX CODE, or because of improvements not assessed for a previous tax year.
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 - a. to tidelands, or lands comprising the shores or beds of navigable to perennial rivers and streams, lakes, bays, gulf or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
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Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
 THE STATE OF TEXAS
 COUNTY OF KERR
 I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Kerr County, Texas on

AUG 21 2006



James R. Roper
 COUNTY CLERK, KERR COUNTY, TEXAS



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

SUBJECT:

Ordinance No. 2023-02. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas; by changing the Zoning of an approximate 0.63 acre property known as 226 and 228 W. Main; from a Planned Development Zoning District (PDD) to a Light Commercial Zoning District (C-2); and providing other matters relating to the subject.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 25, 2022

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Proposal

An ordinance to change the zoning from PDD Planned Development District to C-2 Light commercial on 0.63 acre of land out of John Young Survey No. 118, Abstract No. 375; and more commonly known as 226 & 228 W Main St N, Kerrville, TX 78028. (Case No. PZ-2022-62)

Procedural Requirements

The City, in accordance with state law, mailed 24 letters on 10/19/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 10/13/2022.

Staff Analysis and Recommendation

Consistency with the Kerrville 2050 Comprehensive Plan: The property and surrounding area are designated Community Commercial. The request for C-2 is consistent with the objectives and description of Community Commercial place type.

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: PDD

Existing Land Uses: automobile dealership

Direction: North

Current Zoning: R-1A

Existing Land Uses: Single family residential

Direction: South

Current Zoning: C-2 Light Commercial

Existing Land Uses: commercial

Direction: East

Current Zoning: R-1A

Existing Land Uses: single family residential

Direction: West

Current Zoning: C-1 and C-2

Existing Land Uses: commercial and offices

Thoroughfare Plan:

This property fronts on West Main Street near Junction Highway

Traffic Impact: To be determined

Parking: To be determined

Recommendation: Based on the consistency with the Kerrville 2050 Comprehensive Plan, staff recommends the case for approval.

On November 3rd, the Planning and Zoning Commission recommended the case for approval with a unanimous vote.

RECOMMENDED ACTION:

Approve Ordinance No. 2023-02 on first reading. (Case No. PZ-2022-62)

ATTACHMENTS:

[*20221213_Ord 2023-02 Zone Change 226 and 228 W Main.pdf*](#)

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2023-02

AN ORDINANCE AMENDING CHAPTER 60 OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS; BY CHANGING THE ZONING OF AN APPROXIMATE 0.63 ACRE PROPERTY KNOWN AS 226 AND 228 W. MAIN; FROM A PLANNED DEVELOPMENT ZONING DISTRICT (PDD) TO A LIGHT COMMERCIAL ZONING DISTRICT (C-2); AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, pursuant to 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 for the City of Kerrville, Texas ("City"), and otherwise, of a hearing held before the City Council on December 13, 2022, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on this Ordinance, the adoption of which will result in the change of a zoning district for the property known as 226 and 228 W. Main and comprising approximately 0.63 acres; such change to result in the removal of the property from a Planned Development (Zoning) District (PDD) to placement within a Light Commercial Zoning District (C-2); and

WHEREAS, on December 13, 2022, City Council held a public hearing on this zoning change 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. The Zoning Code for the City of Kerrville, Texas, Chapter 60 of the Code of Ordinances of the City of Kerrville, Texas (the "Zoning Code"), and the *Official Zoning Map* are amended to designate the following described property as zoned within a Light Commercial Zoning District (C-2):

Legal Description: Being a 0.63 acre tract, consisting of two tracts, both being out of the John Young Survey No. 118, Abstract 375; said property depicted at **Exhibit A**, attached hereto and made a part hereof for all purposes, and hereafter referred to as the "Property."

Address: 226 and 228 W. Main, Kerrville, Texas 78028.

SECTION TWO. The City Manager is authorized and directed to amend the City's *Official Zoning Map* to reflect the change in districts adopted herein and to take other actions contemplated by and in accordance with the Zoning Code.

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. This Ordinance repeals Ordinance No. 2002-21, as adopted on November 26, 2002, and which created the Planned Development (Zoning) District (PDD) on the Property.

SECTION FOUR. 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 FIVE. 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 SIX. 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., 2022.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ of _____, A.D., 2023.

ATTEST:

Judy Eychner, Mayor

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

T:\Legal\DEVELOPMENT SERVICES (Planning)\Zoning\ORD\226 & 228 W Main_112022.docx

Scale In Feet

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.



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

SUBJECT: Ordinance No. 2022-32, second reading. An Ordinance annexing a tract of land into the corporate limits of the City of Kerrville, Texas; such property making up approximately 11.93 acres and generally located south of the intersection of State Highway 27 and Colvin Ranch Rd.; more commonly known as 5269 State Highway 27; such property more specifically described in this Ordinance and being located within the extraterritorial jurisdiction of and adjacent to the City Limits; adopting a service agreement; establishing the zoning for the annexed property as an Industrial and Manufacturing (IM) Zoning District; and providing other matters relating to this subject.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 17, 2022

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Proposal: An ordinance to annex into the City of Kerrville's incorporated limits with a zoning classification of IM Industrial and Manufacturing on an 11.93 acre parcel comprised of approximately 8.93 acres out of the F. Rodriguez Survey No. 72, Abstract No. 280, and 2.99 acres out of the O.V. Robinson Survey No. 44, Abstract No. 282, part of a certain 172.58 acre tract described in Special Warranty Deed with Vendor's Lien, File No. 20-06214, Deed of Records of Kerr County, Texas; and more commonly known as 5269 HWY 27, Kerrville, TX 78028. (Case No. PZ-2022-34)

Procedural Requirements: The City, in accordance with state law, mailed 11 letters on 7/21/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 7/14/2022.

At the time of drafting this agenda bill, Development Services has received one comment, in opposition, from adjacent property owners.

Staff Analysis and Recommendation:

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: N/A County/ETJ

Existing Land Use: Vacant Land

Direction: North

Current Zoning: IM Industrial and Manufacturing

Existing Land Uses: industrial manufacturing

Direction: South

Current Zoning: N/A County/ETJ

Existing Land Uses: aggregate production facility

Direction: East

Current Zoning: PDD for the Airport Commerce Park

Existing Land Uses: industrial, commercial, and vacant land

Direction: West

Current Zoning: N/A County/ETJ

Existing Land Uses: vacant land

Consistency with the Kerrville 2050 Comprehensive Plan ("Comp Plan"): The subject property is within the Strategic Catalyst Area #11, surrounding the airport and Highway 27 corridor. Strategic Catalyst Area 11 lies on the southeastern fringe of the city. It is characterized by its most obvious and unique asset: the Kerrville Municipal Airport. Future growth will capitalize on the airport and its industrial space while keeping a careful eye on the effect of these activities on nearby neighborhoods. Heavy Commercial and light industrial are allowable place types within this catalyst area. Agriculture and Outdoor Tourism place types are most appropriate south of SH27, near the Guadalupe River. Heavy Commercial - Light Industrial uses are best adjacent to the airport. Developments should be sensitive to their proximity to the Guadalupe River; additional buffering may be required.

This location is south of Highway 27, surrounded by existing industrial uses. Although the catalyst area description recommends Ag and tourism uses on the south side of the river, this was written before two major TCEQ permits were issued for industrial uses outside the city limits. This property has already received the TCEQ permit for the concrete batch plant. One of the adjacent properties has received its permit from TCEQ for aggregate production operations. Taking into account the existing industrial uses, this property should also be used as industrial.

Thoroughfare Plan: The subject property is located on Highway 27.

Traffic Impact: Future traffic impacts of the future development will be reviewed through TxDOT.

Parking: All off-street parking requirements will be met through final project design and approval.

Case Summary: The applicant is requesting that the City annex the property with a zoning of IM, Industrial and Manufacturing. Consistent with the Future Land Use Plan, this use is near the airport with direct access to highway 27. The applicant had previously requested a subdivision code waiver related to the extension of utilities. The applicant has worked with City staff for approval of the updated infrastructure plans, therefore the waiver request has been withdrawn.

Recommendation: Because the request is consistent with the adjacent development and the objectives of the Kerrville 2050 Plan, staff recommends annexation and the zoning request.

On August 4th, the Planning and Zoning Commission recommended the annexation and zoning for approval with a unanimous vote.

Action November 08, 2022: City Council unanimously approved Ordinance No. 2022-32 on first reading.

RECOMMENDED ACTION:

Approve Ordinance No. 2022-32.

ATTACHMENTS:

[*20221213_Ord 2022-32 Annex Zone 5269 State Hwy 27 second reading.pdf*](#)

[*20221213_Ingram_Subdivision_Waiver withdrawal_120922.pdf*](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2022-32**

AN ORDINANCE ANNEXING A TRACT OF LAND INTO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS; SUCH PROPERTY MAKING UP APPROXIMATELY 11.93 ACRES AND GENERALLY LOCATED SOUTH OF THE INTERSECTION OF STATE HIGHWAY 27 AND COLVIN RANCH RD.; MORE COMMONLY KNOWN AS 5269 STATE HIGHWAY 27; SUCH PROPERTY MORE SPECIFICALLY DESCRIBED IN THIS ORDINANCE AND BEING LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF AND ADJACENT TO THE CITY LIMITS; ADOPTING A SERVICE AGREEMENT; ESTABLISHING THE ZONING FOR THE ANNEXED PROPERTY AS AN INDUSTRIAL AND MANUFACTURING (IM) ZONING DISTRICT; AND PROVIDING OTHER MATTERS RELATING TO THIS SUBJECT

WHEREAS, an owner of land has requested annexation by the City of Kerrville, Texas ("City"), pursuant to Local Government Code Section 43.0671; and

WHEREAS, the land to be annexed makes up a total of approximately 11.93 acres, as more specifically described below (the "Property"); and

WHEREAS, the Property lies within the extraterritorial jurisdiction of the City and adjacent to the City's limits; and

WHEREAS, in conjunction with the approval of this Ordinance, City Council also approves a service agreement for the Property in accordance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, Section 60-37 of the City's Zoning Code creates procedures for initial zoning of newly annexed areas; and

WHEREAS, having provided all required public notices, held all required public hearings at which persons with an interest in the matter were provided an opportunity to be heard, and complying with other requirements in Section 43.0673 of the Texas Local Government Code, City Council finds it to be in the public interest to adopt this Ordinance annexing the Property, to approve a service agreement as required by state law, and to establish zoning regulations for the Property;

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

SECTION ONE. FINDINGS. City Council finds and declares the facts and recitations contained in the preamble of this Ordinance true and correct.

SECTION TWO. ANNEXATION. The property described and depicted in **Exhibit A** (the "Property") is annexed and incorporated into the corporate limits of the City of Kerrville, Texas, for all legal purposes.

SECTION THREE. AMENDMENT TO CITY BOUNDARY. City Council authorizes and directs the City Manager, or designee, to amend the City's official boundary map in accordance with the annexation taken in Section Two.

SECTION FOUR. PETITION FOR ANNEXATION. The petition for annexation concerning the Property is attached as **Exhibit B** and incorporated herein by reference, said petition, which triggered the process specified in Subchapter C-3, Chapter 43, Texas Local Government Code, authorizing the annexation of the Property.

SECTION FIVE. AGREEMENT REGARDING SERVICES. Pursuant to Section 43.0672 of the Texas Local Government Code, the City has negotiated and hereby enters into a Service Agreement (the "Agreement") with the owner of land for the provision of services in the area. The Agreement is attached to this Ordinance as **Exhibit C** and by this reference is incorporated into it. Upon annexation of the Property, the City shall provide the Property with the municipal services set forth in the Agreement pursuant to the schedule set forth therein, such services making up the City's full municipal services. The City shall have no obligation to provide services to the Property not listed in the Agreement.

SECTION SIX. ZONING. Upon the adoption of this Ordinance, and in accordance with Section 60-37 of the City's Zoning Code, the Property will be zoned as an Industrial and Manufacturing (IM) Zoning District, which will authorize such property to be used in ways consistent with those land uses specified in that district.

SECTION SEVEN. CUMULATIVE CLAUSE. The provisions of this Ordinance are to be cumulative of all 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 hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION EIGHT. SEVERABILITY CLAUSE. 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 hereby 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 NINE. PENALTY. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Article 1-1-7 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

SECTION EIGHT. PUBLICATION OF ORDINANCE. In accordance with Section 3.07 of the City Charter and Texas Local Government Code §52.013(a), 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.

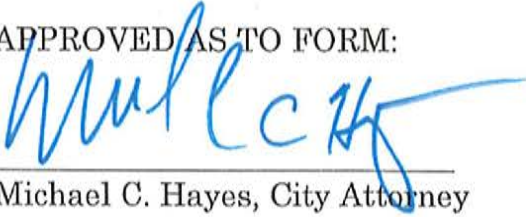
SECTION NINE. POST ANNEXATION ACTIONS. The City Manager or designee shall provide a certified copy of this Ordinance to the Texas Secretary of State, Kerr County, and Kerr Central Appraisal District and any other entity as may be required.

PASSED AND APPROVED ON FIRST READING, this the 08
day of November A.D., 2022.

PASSED AND APPROVED ON SECOND READING, this the
____ day of _____ A.D., 2022.

Judy Eychner, Mayor

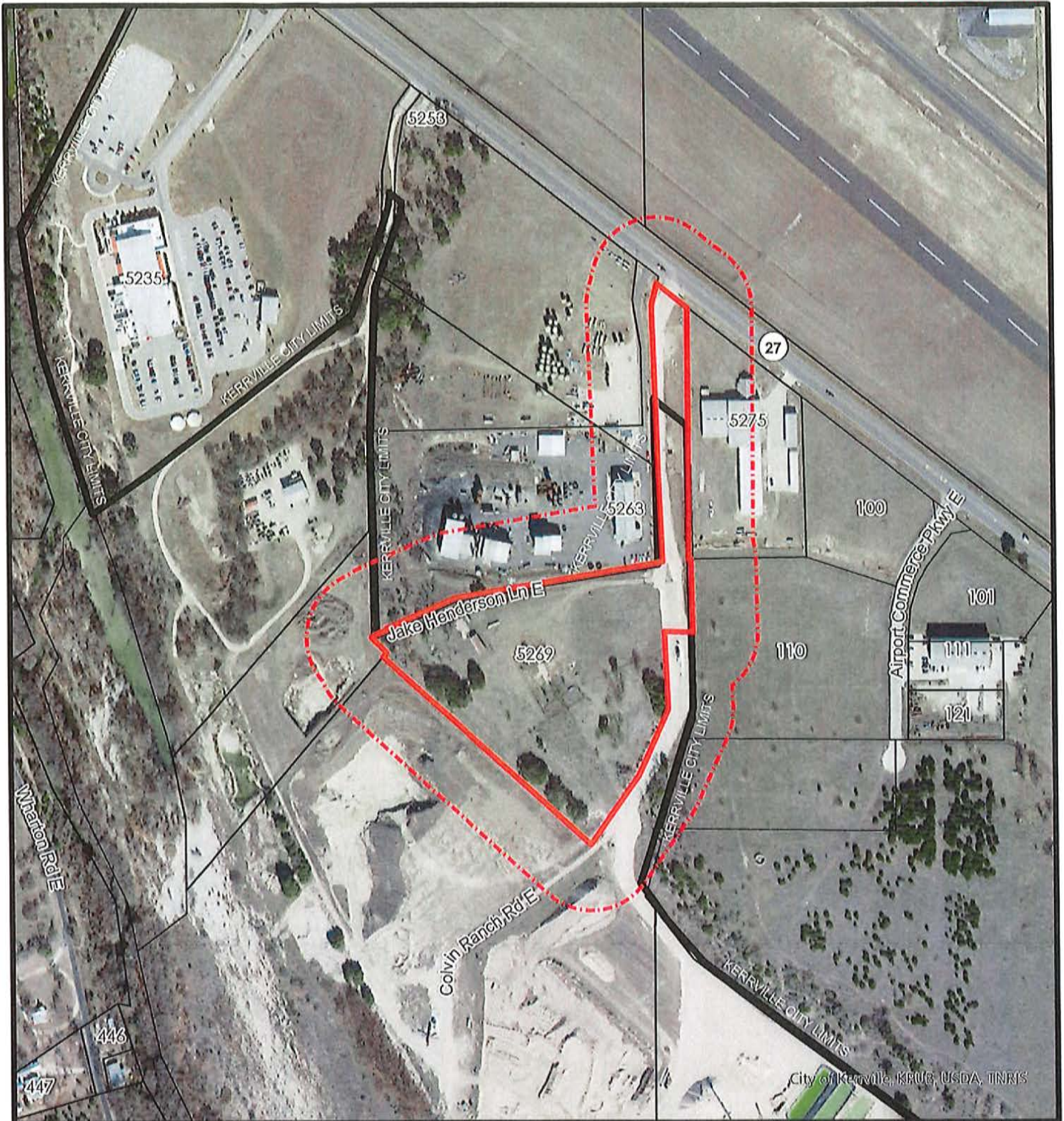
APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Location Map

Case # PZ-2022-034

Location:
5269 Highway 27

Legend

200' Notification Area
Subject Properties



0 150 300 600

Scale In Feet

EXHIBIT "A"

FIELD NOTE DESCRIPTION OF A 11.93 ACRE TRACT
BEING A PORTION OF A 172.58 ACRE TRACT
WITHIN THE F. RODRIGUEZ SURVEY No. 72, ABSTRACT No. 280
AND THE O.V. ROBINSON SURVEY No. 44, ABSTRACT No. 282
KERR COUNTY, TEXAS

Being an 11.93 acre portion of that certain 172.58 acre tract out of original survey number 44, abstract number 282 and original survey number 72, abstract number 280 according to the Special Warranty Deed with Vendor's Lien filed as Document Number 20-06214, Deed Records of Kerr County, Texas; more particularly described by its metes and bounds as follows:

(NOTE: The following courses are based on a RTK/GNSS survey conducted on the ground, N.A.D.83 datum, Texas State Plane Coordinates, South Central Zone reduced to horizontal ground distances expressed in U.S. Survey feet. Where record or deed courses differ from the surveyed values, the record value is shown in parenthesis)

BEGINNING at a ½ inch diameter steel rod found on the southwesterly Right-of-Way of Texas State Highway No. 27 marking the northerly most corner of that certain 5.0 acre tract or parcel of S. Chapman as conveyed by the deed filed in Volume 1189, Page 80, Official Public Records of Kerr County, Texas being the northeasterly most corner of the herein described tract;

THENCE southerly along and with a barbed wire fence along the westerly line of said 5.0 acre tract, S00°54'18"E at 760.85 feet (S00°53'59"E, 760.99 feet) to a ½ inch diameter steel rod with plastic cap marked "Voelkel" found marking the southwest corner of said 5.0 acre tract identical to the northwest corner of Lot 2R, Block 1, "Kerrville Airport Commerce Park Phase I" according to the document filed in Volume 1427, Page 481, Official Public Records of Kerr County, Texas for an angle in the east line of the herein described tract;

THENCE continuing southerly with said wire fence along the west line of said Lot 2R, S00°54'09"E, (S00°53'59"E) 240.24 feet to a 5/8 inch diameter steel rod with cap stamped "WES RPLS 5907" set in the fence marking the southeast corner of the herein described tract;

THENCE westerly across open ground, S89°05'51"W, at 99.26 feet pass a 5/8 inch diameter steel rod with cap stamped "WES RPLS 5907" set marking the southwest corner of a variable width easement, continuing in total 109.18 feet to a 5/8 inch diameter steel rod with cap stamped "WES RPLS 5907" marking a reentrant corner in the herein described tract;

THENCE southerly along the west side of a wire fence more or less parallel, S01°28'12"E, 220.64 feet to a 5/8 inch diameter steel rod with cap stamped "WES RPLS 5907" set marking an angle point in the east line of the herein described tract;

THENCE southwesterly continuing more or less along the west side of said fence, S17°44'50"W, 202.67 feet to a 5/8 inch diameter steel rod with cap stamped "WES RPLS 5907" set marking an angle point in the southeast line of the herein described tract;

THENCE continuing southwesterly more or less along the west side of said fence, S29°47'59"W, 109.09 feet to a 5/8 inch diameter steel rod with cap stamped "WES RPLS 5907" set marking an angle point in the southeast line of the herein described tract;

WELLBORN ENGINEERING & SURVEYING	TBPLS FIRM NO. 10194410	631 WATER STREET
	PHONE: 830.217.7100	KERRVILLE, TX 78028
	WWW.WELLBORNENGINEERING.COM	

THENCE southwesterly continuing more or less along the said fence, converging with said fence line, S34°42'07"W, 149.93 feet to a 5/8 inch diameter steel rod with cap stamped "WES RPLS 5907" set marking the southerly most corner of the herein described tract;

THENCE northwesterly along a barbed wire fence, N48°25'48"W, 841.18 feet to a 1/2 inch diameter steel rod with plastic cap marked "Voelkel" found at a point of intersection with the southeast line of that certain 6.21 acre tract or parcel of J. Roundtree Identified as "Tract II" according to the deed filed in Volume 1742, Page 856, Official Public Records of Kerr County, Texas identical to the south-southwest corner of the herein described tract;

THENCE northeasterly between said "Tract II" and the herein described tract, N41°42'39"E, 18.53 feet to a 1/2 inch diameter steel rod with plastic cap marked "Voelkel" found marking the northeast corner of said "Tract II" for an angle point in the common boundary line;

THENCE with a barbed wire fence, N48°20'50"W, 47.96 feet (N48°33'33"W, 47.76 feet) to a 2 inch diameter steel fence post marking an angle point in said common boundary;

THENCE continuing with the said fence, N36°19'23"W, 16.84 feet (N36°00'24"W, 16.73 feet) to a 3 inch diameter steel fence post marking an angle point in said "Tract II" identical to the southwesterly corner of that certain 10.43 acre tract of Fox Tank according to the deed filed as Document Number 12-2266, Official Public Records of Kerr County, Texas being the southwesterly most corner of the herein described tract;

THENCE northeasterly along a barbed wire fence between said 10.43 acre tract and the herein described tract, N65°50'56"E, 266.25 feet (N65°51'11"E, 266.34 feet) to a 3 inch diameter steel fence post marking an angle point in the common boundary between said tracts;

THENCE continuing along the said fence between said tracts, N79°41'38"E, 80.61 feet (N79°49'06"E, 80.75 feet) to a 3 inch diameter steel fence post marking an angle point in the common boundary between said tracts;

THENCE continuing along the said fence between said tracts, N80°29'03"E, 549.56 feet (N80°30'24"E, 549.70 feet) to a 3 inch diameter steel fence post marking the southeasterly corner of said 10.43 acre tract for an angle point in the west boundary of the herein described tract;

THENCE continuing northerly along and with said barbed wire fence on the east line of said 10.43 acre tract, N01°11'19"W, 748.77 feet (N01°14'33"W, 749.19 feet) to a 1/2 inch diameter steel rod with plastic cap marked "Voelkel" found in said fence marking an angle point in the common line between said 172.58 acre tract and said 10.43 acre tract for an angle point in the herein described tract;

THENCE leaving said fence between said 10.43 acre tract and said 172.58 acre tract, N36°37'13"E, 45.54 feet, (N36°14'16"E, 45.65 feet) to a 1/2 inch diameter steel rod with plastic cap marked "Voelkel" found marking an angle point in the said common boundary for an angle point in the herein described tract;

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KERRVILLE, TX 78028

THENCE northeasterly continuing between said parcels, N23°54'33"E, 62.09 feet, (N23°57'41"E, 62.09 feet) to a ½ inch diameter steel rod with plastic cap marked "Voelkel" found on the said southwest Right-of-Way of Texas State Highway 27 marking the northeasterly most corner of said 10.43 acre tract identical to the northerly most corner of said 172.58 acre tract for the northerly most corner of the herein described tract;

THENCE southeasterly along the said southwest Right-of-Way of Texas State Highway 27, S52°14'18"E, 64.26 feet, (S52°15'24"E, 64.26 feet) to the POINT of BEGINNING, the whole of which contains 11.93 acres more or less.

Based upon a survey conducted on the ground
Under my direction and supervision October 9, 2020



Dated: 12/29/2021

R. Scott McClintock, Sr.
Registered Professional Land Surveyor
State of Texas
Registration No. 5907



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KERRVILLE, TX 78028

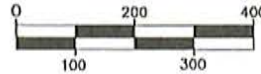
FIELD NOTES 11.93 ACRE PART OF A 172.58 ACRE TRACT KERR CO.

* LEGEND *

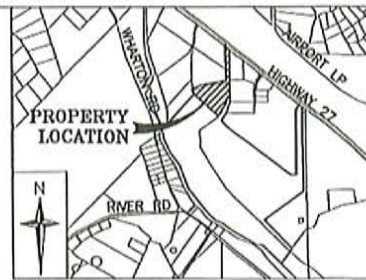
- FOUND 1/2" STEEL ROD W/CAP "VOELKEL"
 ● FOUND FENCE CORNER AS NOTED
 ⊙ SET 5/8" STEEL ROD W/CAP "WES RPLS 5907"
 ○ UTILITY POLE
 (COURSE VALUE PER DEED FILE NO. 16-6027 O.P.R.K.C.T.)
 PROPERTY LINE
 ADJOINER LOT LINE
 EASEMENT LINE
 ORIGINAL SURVEY LINE



GRID



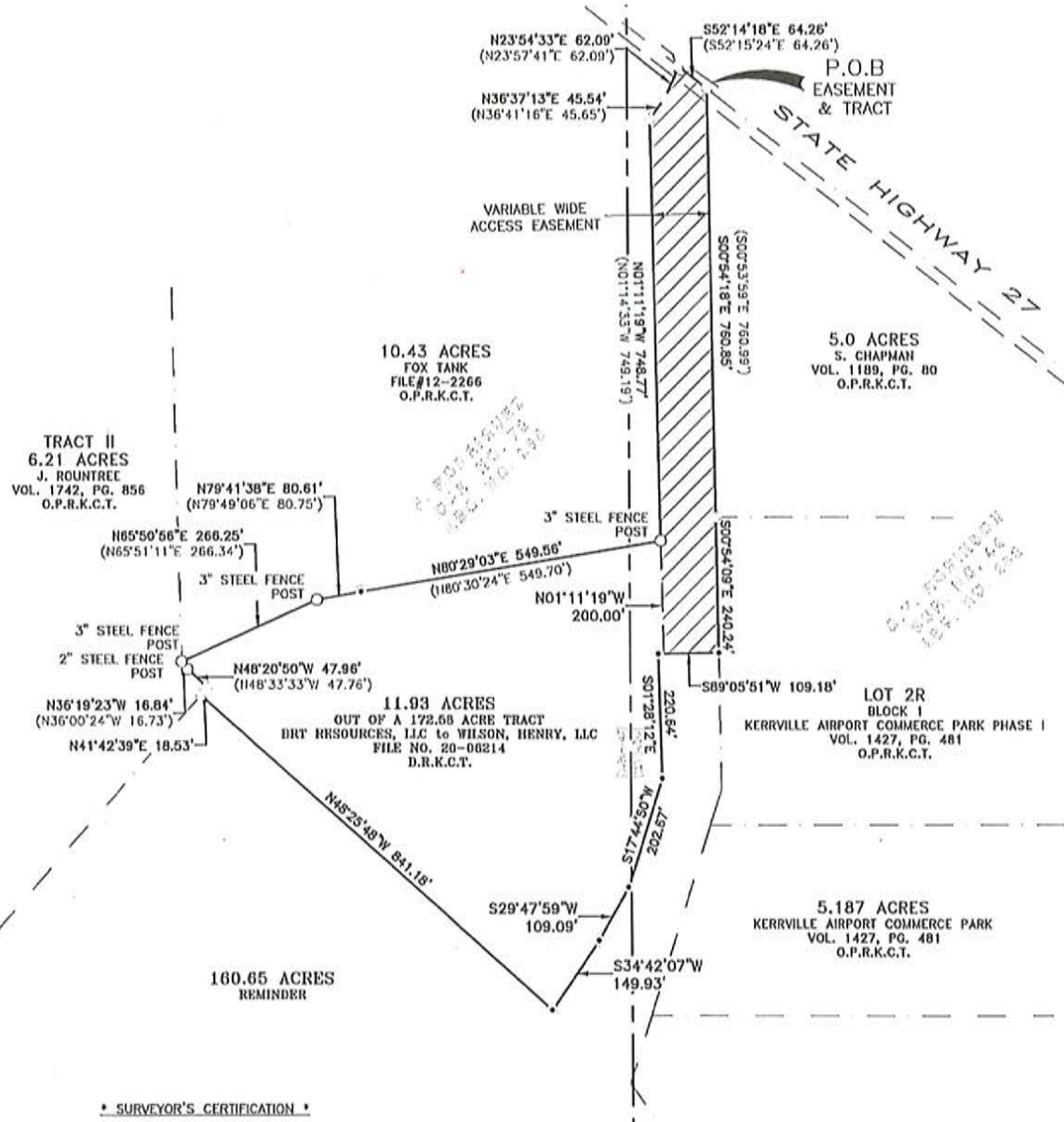
SCALE: 1"=200'



VICINITY MAP

1"=3000'

SOURCE: KERRVILLE GIS



* SURVEYOR'S CERTIFICATION *

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED AND REGISTERED IN THE STATE OF TEXAS, AND THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT ALL DIMENSIONAL DETAILS AND RELATIVE BEARINGS ARE CORRECT AS SHOWN, ALL EASEMENTS AND RIGHTS OF WAY OF RECORD ARE AS SHOWN, AND THERE ARE NO ENCROACHMENTS OR OVERLAPS OF IMPROVEMENTS, EXCEPT AS NOTED HEREON.

DATED: DECEMBER 28, 2021

R.Scott McClintock, Sr., R.P.L.S.
 Registration No. 5907



BOUNDARY SURVEY

A 11.93 ACRE PARCEL
 COMPRISED OF APPROXIMATELY 8.93 ACRES OUT OF THE F. RODRIGUEZ SURVEY NO. 72, ABSTRACT NO. 280, AND 2.99 ACRES OUT OF THE O.V. ROBINSON SURVEY NO. 44, ABSTRACT 282, PART OF A CERTAIN 172.58 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FILE NO. 20-06214, DEED RECORDS OF KERR COUNTY, TEXAS

631 WATER STREET wellbornengineering.com
 KERRVILLE, TX 78028 FIRM# 10194410
 830-217-7100 T.D.P.E.L.S.

PROJECT:	SCALE:	FIELD:	DRAFTING:	CHECKED:
WES: 20-139	1" = 200'	JSM	JSM	RSM
LAST FIELD VISIT: 04.27.2021				
LAST DRAFT REVISION: 12.28.2021				
SHEET NO.				1 of 1

WELLBORN
 ENGINEERING &
 SURVEYING

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF KERRVILLE, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive the requirement to be offered a development agreement pursuant to Section 43.016 of the Texas Local Government Code (where applicable); and petition your honorable Body to extend the present City limits so as to include as part of the City of Kerrville, Texas, the following described territory, to wit:

See Exhibit A

We certify that the above described tract of land is contiguous and adjacent to the City of Kerrville, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

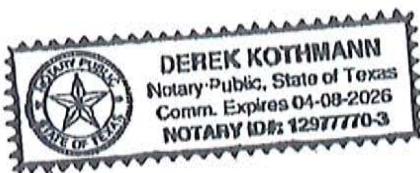
Signed: 

THE STATE OF TEXAS

COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared Earl Ingram, known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 24 day of June, 2022.



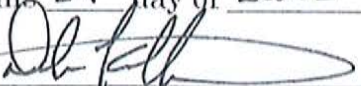

Notary Public in and for
Kerr County, Texas

EXHIBIT C
ANNEXATION SERVICE PLAN

- I. INTRODUCTION:** This Service Plan for the extension of municipal services to the area to be annexed was developed in accordance with state law. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Kerrville, Texas ("City") at the levels and schedule specified below.
- II. UNIFORM LEVEL OF SERVICES:** The City shall provide services by any of the methods by which it extends the services to any other area of the municipality, based upon differing characteristics of topography, land use, and population density, which may be considered a sufficient basis for providing differing levels of service.
- III. SPECIFIC FINDINGS:** City Council finds and determines that this Service Plan, as provided below, will provide full municipal services to the annexed area both adequate to serve the annexed area and commensurate with the levels of services provided in other parts of the City with the same or similar topography, land use, and population density, and it will not provide a lower level of service in the annexed area than were in existence at the time immediately preceding the effective date of annexation.

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Code Enforcement	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City shall be made immediately to the area upon annexation. The adoption of zoning plan shall be in accordance with the procedures of the City's Zoning Code.	Immediately following annexation, zoning to be concurrent with annexation.
Fire Protection and Emergency Medical Services (EMS)	Fire protection and emergency medical services will be provided to the annexed area. The City will serve the annexed area from existing fire stations closest to the area of annexation. Emergency dispatch assignment of Fire Services resources to the annexed area would be the same as currently provided in areas of similar land use and population within the City.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Fire Prevention	The services of the City's Fire Marshall shall be provided to the area.	Immediately following annexation.
Library	Residents of the area, if any, will continue to be entitled to utilize the City's Library facilities.	Immediately following annexation.
Parks and Recreation Facilities	The City will maintain park and recreation facilities located within the annexed area, if any, on the effective date of annexation on the same basis and at the same level as similar facilities are maintained throughout the City.	Immediately following annexation
Police Protection	Police Services will provide protection and law enforcement services to the annexed area. The level of service will be at the same level as currently provided in areas of similar land use and population within the City. These services include the following: 1) regular patrol of the area, 2) handling of complaints and incidents, 3) traffic enforcement, and 4) special units, such as criminal investigations, narcotics, crime prevention, neighborhood services, and special weapons and tactics.	Immediately following annexation
Maintenance of Existing Roads & Streets	The City's Public Works Department will maintain existing roads and streets, drainage, and regulatory signs on the effective date of annexation. The same basis and level of services currently provided throughout the City will be adhered to as follows: 1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
	2. Routine maintenance of public streets and rights-of-way performed within the City. 3. Street sweeping services may occur based upon need and funding. 4. Installation and maintenance of traffic signs, street markings, and other traffic control devices as the need is established by appropriate study and traffic standards. Private streets, including ingress/egress easements, access easements, common areas, common driveways and anything else which has not been specifically dedicated and accepted as public right-of-way, will not be maintained by the City. Public streets will be included in the City's preventive maintenance program. Preventive maintenance projects are prioritized and scheduled based on a variety of factors, including surface condition, transversibility, age, traffic volume, density of dwellings per block, adjacent street conditions and available funding. Any necessary rehabilitation or reconstruction will be considered on a citywide priority basis.	
Solid Waste Collection	Solid Waste collection to the annexed area will be provided on the same basis and at the same level as provided throughout the City, in accordance with applicable law.	Immediately following annexation
Traffic Engineering	Traffic control devices and street markers shall be installed where deemed necessary by the City street department, except as provided by the Texas Department of Transportation.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Water Service	The City will provide for the maintenance of City-owned public water lines within the annexed area provided that the area is within the City's Certificate of Convenience and Necessity area as determined by the Public Utility Commission (PUC) beginning on the effective date of the annexation. Water service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that water extensions are the responsibility of the developer of property will be applied in this area.	As the property develops
Wastewater Service	The City will provide for the maintenance of sanitary sewer lines within the annexed area provided that the area is within the City's Certificate of Convenience and Necessity area as determined by the Public Utility Commission (PUC) beginning on the effective date of the annexation. Sanitary sewer service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that sanitary sewer extensions are the responsibility of the developer of property will be applied to this area. Maintenance of all parts of the sewer system will begin as those parts are put into service. The sewer system will be maintained with the same frequency and level of effort as comparable parts of the system in other parts of the City.	As the property develops

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Provision for Other City Services	Other City services that may be provided by the City such as planning, inspection, animal control, municipal court, and general administration will be made available on the same basis and at the same level as provided throughout the City.	Immediately following annexation

KENNETH W. BROWN, AICP
DANIEL ORTIZ
JAMES MCKNIGHT

BROWN & ORTIZ, P.C.
ATTORNEYS AT LAW

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CAROLINE McDONALD
KEVIN DEANDA
MATTHEW T. GILBERT
LINDSAY K. YOUNG
PAUL M. JUAREZ
OF COUNSEL

December 9, 2022

Subdivision Regulation Waiver
Development Services Department
c/o Drew Paxton, Planning Director
City of Kerrville
701 Main St.
Kerrville, TX 78028

Re: Ingram Readymix
Subdivision Plat for Ingram Readymix No. 10 (the "Readymix Plat")
Withdrawal of Subdivision Platting Waiver Request

Dear Mr. Paxton,

The purpose of this correspondence is to formally withdraw our previous submittal dated October 6, 2022, requesting a waiver to Section 82-50(e)(1) of the City of Kerrville Subdivision Code. Our team has been working with yours and have reached an agreement on how utilities and utility easements are being handled for the proposed development on the Subject Property. More specifically that the improvements and easements we are proposing for the Subject Property meet the standards of the City's Subdivision Code. Based upon the most recent set of comments from the City concerning our submitted civil plans (dated December 9, 2022), and based on our engineer's response to these comments, the only outstanding items therein have to do with development provisions not connected with the purpose for our waiver request. For that reason, and in reliance on that most recent plan, we are no longer seeking a waiver to City's subdivision requirements for the Property.

Sincerely,



James McKnight
Brown & Ortiz, PC
Representative for Owner, Ingram Readymix

City Representative



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

SUBJECT: Ordinance No. 2022-30, second reading. An Ordinance creating a new Chapter 80 "Short-Term Rental Units"; requiring permitting for Short-Term Rental Units; containing a cumulative clause; containing a savings and severability clause; providing for penalties not to exceed \$2,000.00; ordering publication; providing an effective date; and providing an effective date; and providing other matters related to the subject.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 16, 2022

SUBMITTED BY: Guillermo Garcia

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$0	\$0	\$0	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Along with the Zoning Code Amendment, City Council, with a recommendation from the Planning and Zoning Commission, requested a Short Term Rental Permit (STR Permit). Short term rentals are permitted in limited residential districts (including downtown and mixed use).

The current zoning code includes the following definition:

Short-term rental unit means a facility, located in a residential zoning district, used for the purpose of providing short-term lodging for compensation, architecturally designed to look like a single-family dwelling, which may also be occupied concurrently as the residence for the owner, operator, or manager of the property, or providing separate lodging units such as cabins, guest homes, or similar residential-scale structures but in any instance, may not lodge more than ten occupants.

This ordinance adds a permitting requirement for all STRs within the City limits. As with other operational permits, this ordinance sets out the application process for issuance and potential denial of a permit. It includes several operational requirements, including those captured from previous CUP resolutions. The adoption of this permit requirement is a result

of the discussions and recommendations from two Joint City Council and P&Z Workshops, the STR Townhall meeting, and the work of the STR Committee.

This draft is a result of the work and recommendations of the STR Committee this fall.

On 11-08-22, City Council approved Ordinance No. 2022-30 unanimously on first reading with three amendments, and to set a time for future review of the Ordinance by December 2023.

Amendments:

- Create a new Chapter dedicated to Short-Term Rentals
- If a structure has an occupancy sleeping over ten individuals, then the structure requires a sprinkled fire system
- Strike the #2 *Whereas* clause and strike #4 *Whereas* clause.

RECOMMENDED ACTION:

Approve Ordinance No. 2022-30, on second reading.

ATTACHMENTS:

[*20221213_Ord 2022-30 Creating new chapter 80 STR.pdf*](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2022-30**

AN ORDINANCE CREATING A NEW CHAPTER 80 "SHORT-TERM RENTAL UNITS"; REQUIRING PERMITTING FOR SHORT-TERM RENTAL UNITS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PENALTIES NOT TO EXCEED \$2,000.00; ORDERING PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, the increase in the number of persons or entities desiring to rent their residential properties has led to an increase in vacation rental uses within neighborhoods; and

WHEREAS, the regulation of the use and operation of such "short-term rental" properties is intended to limit any impact of such uses on other properties and uses, and further advance the City's objective of promoting and preserving great neighborhoods, as cited within the City's Comprehensive Plan (*Kerrville 2050*); and

WHEREAS, based upon community input at a "town hall" style meeting, input from the Planning and Zoning Commission, as well previous Council discussion, staff has drafted regulations to address concerns while also continuing for the City to authorize such use; and

WHEREAS, based upon input from citizens, operators, and the Short-Term Rental Committee, City Council believes that a stand-alone ordinance is needed to provide clear rules for such rentals and to register with the City currently operating short-term rental units based upon their right to use their property for this purpose pursuant to the City's Zoning Code (Ch. 60, City's Code of Ordinances) or because they were operating as a pre-existing (grandfathered) use prior to the adoption of the current Zoning Code; and

WHEREAS, the requirement of an annual short-term rental permit that can be suspended or revoked in the event of repeated nuisance violations incentivizes operators of short-term rental properties to assure their renters' compliance with the law and City ordinances, and provides a means for the City to protect the welfare of its citizens living in proximity of properties not being responsibly managed; and

WHEREAS, City Council desires to establish rules and regulations relating to the operation of short-term rentals; and

WHEREAS, City Council finds that regulating the short-term rental of residential property is necessary for the health, safety, and welfare of the general public, the promotion of consistent land uses and development, and the protection of landowners and residents of the City;

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

SECTION ONE. A new Chapter 80 "Short-Term Rental Units" of the Code of Ordinance of the City of Kerrville, Texas, is created to add the language that is underlined (added) as follows:

"Chapter 80 - SHORT-TERM RENTAL UNITS

Sec. 80-1. - Purpose of Chapter.

The purpose of the regulations set forth in this chapter is to provide a procedure to allow the rental of private residences to visitors on a short-term basis, while ensuring that such use does not create adverse impacts to residential neighborhoods. Additionally, this chapter is intended to ensure that the number of occupants within such rental units does not exceed the design capacity of a structure to cause health and safety concerns, and that minimum health and safety standards are maintained in such units to protect visitors from unsafe or unsanitary conditions.

Sec. 80-2. - Definitions. As used in this chapter, the following definitions apply:

Department means the department(s) designated by the City Manager to enforce and administer this chapter.

Designated operator means the operator of a short-term rental unit who must be able to respond to a City employee or guest of a short-term rental unit within a reasonable amount of time from such contact.

Director means the director of the department(s) designated by the City Manager to enforce and administer this chapter and includes representatives, agents, or department employees designated by the director(s).

Permittee means a person or legal entity issued a short-term rental unit permit.

Owner means an individual person, proprietorship, partnership, corporation, association, or other legal entity.

Short-term rental unit means a facility used for the purpose of providing short-term lodging for compensation (i.e., less than 30 days), which may also be occupied concurrently as the residence for the owner, operator, or manager of the property, or providing separate lodging units such as cabins, guest homes, or similar residential-scale structures.

Zoning Code means the City's Zoning Code, as found within Chapter 60 of the City's Code of Ordinances.

Sec. 80-3. - Permit required.

It is unlawful to operate a short-term rental unit:

- (1) Without a short-term rental unit permit;
- (2) In violation of this chapter or any other applicable City ordinance or law;
or
- (3) Without having a valid conditional use permit, if required by the Zoning Code.

Sec. 80-4. - Permit application and review.

(a) To obtain an annual permit to operate a short-term rental unit, a person must submit an application to the director on a form provided for that purpose and pay the nonrefundable permit fee. The applicant must be the owner or designated operator of the short-term rental unit. If the owner or designated operator is not an individual, an authorized officer or agent of the owner or operator must submit the form. The application must contain the following information before it is considered complete and subject to review:

- (1) The name, street address, mailing address, email address, and telephone number of the owner and the designated operator of the short-term rental unit. Where the applicant is the owner, the owner must assign a "Designated Operator" who may be the owner. The designated operator must be able to respond to the director or guest of a short-term rental unit within a reasonable time of such contact. The owner and designated operator may be the same or separate persons or entities.
- (2) If the owner or designated operator is a legal entity, the application shall list the names of all partners, directors, members, and officers, as applicable.

(3) A scaled site plan which includes property lines, parking spaces, and fences.

(4) Applicant agrees to pay all ad valorem taxes and occupancy taxes, including fees, fines, and penalties owed to the City in connection with real property used to operate the short-term rental unit.

(5) The maximum number of guests that will stay at the short-term rental unit pursuant to section 80-11.

(6) Completion of a form provided by the City wherein the applicant swears and affirms that the short-term rental unit includes the following, in working condition and in accordance with this chapter and the City's fire code: smoke detectors, fire extinguisher, and adequate exits to an exterior area in each bedroom. Attached to the form, the applicant shall include the sketch referred to in section 80-9.

(7) A statement that, by filing this application, the applicant swears and affirms under penalty of perjury that, to the best of the applicant's knowledge, all information contained in the application is true and correct and that the application is complete and includes all information required to be disclosed under this section.

(b) When a conditional use permit is required, such permit must be issued prior to the issuance of a short-term rental unit permit.

Sec. 80-5. - Length of permit; renewal.

(a) A short-term rental unit permit is intended as an annual permit, to begin on January 1 and to terminate at 11:59 pm on December 31. An initial permit may be issued for a lesser amount of time so as to eventually align with the standard permit dates. A permit may be renewed by applying in accordance with section 80-14.

(b) Short-term rental units with a valid conditional use permit or that are allowed by right per the Zoning Code, as of October 15, 2022 are required to obtain a permit under the provisions of this chapter on or before June 1, 2023.

Sec. 80-6. - Permit Fees.

(a) The annual fee for a permit to operate a short-term rental unit is as determined from time to time by City Council.

(b) The City will not refund a permit fee.

Sec. 80-7. - Issuance or denial of permit.

Upon payment of the fee and the submission of a complete application, the director shall issue an annual permit to operate a short-term rental unit to the applicant, to include the number of authorized guests, if the director determines that:

(1) The applicant has complied with all requirements within this chapter;

(2) The owner of the short-term rental unit does not own or operate another permitted unit in the City for which the permit is currently suspended or has been revoked; and

(3) The applicant has not knowingly made a false statement as to a material matter in the application for a permit.

Sec. 80-8. - Notification of Change of Information.

The permittee shall notify the department within 10 days after any material change in the contact information contained in the application for a permit.

Sec. 80-9. - Operational Standards.

Each permittee shall ensure guests' health, safety, comfort, and protection from hazards and shall comply with the following:

(1) City zoning and building codes; federal, state, and City adopted fire codes and applicable standards; federal, state, and city health and safety codes;

(2) Smoke alarms must be installed and operational in compliance with the City's fire code to include installation within each sleeping room, immediately outside of each sleeping area, and on each story of the building, including any basement or attic;

(3) Pathways and stairways must remain unobstructed;

(4) Post, in a conspicuous place within the short-term rental unit, a sketch of the floor plan, which identifies sleeping areas, maximum number of guests, evacuation route(s), and location of fire extinguisher(s).

(5) Maintain the property and its premises in a clean and sanitary condition;

(6) The permittee shall comply with the City's occupancy tax requirements as found within the City's Code of Ordinances;

(7) The designated operator shall provide guests via a posted "guest notification" form within the short-term rental unit and/or email such form with the following information: the name and contact information of the owner and/or designated operator; emergency information, to include phone numbers for police and fire; and the occupancy limits; and

(8) The occupancy limit shall be included in all marketing materials, advertisements, and online listings for the short-term rental unit.

Sec. 80-10. - Emergency precautions.

The permittee shall provide fire escapes and exits that are maintained in good repair and accessible at all times in accordance with applicable fire codes, as amended.

Sec. 80-11. - Additional requirements and restrictions for Short-Term Rental Units.

(a) Parking.

(1) The requirements of this subsection do not apply to properties: (a) located within the Downtown Arts and Cultural Zoning District; or (b) whose designated operator provides evidence to the City that their property was in use as a short-term rental unit prior to October 1, 2019.

(2) A minimum of one (1) off-street parking space is required per bedroom.

(3) Required parking spaces must be improved in accordance with the City's design standards prior to issuance of a permit, such standards found within the City's Design Standards.

(b) Signs.

(1) In R-E, R-1, R-1A, R-2, and RT zoning districts, no sign shall be permitted on the premises except a non-illuminated nameplate not to exceed three total

square feet in size and attached to the structure or fence or free-standing, but where free-standing, not to exceed three feet (3.0') in height.

(2) In commercial zoning districts, signage shall comply with the requirements of Chapter 92 (sign code) of the City's Code of Ordinances unless operating prior to October 1, 2019.

(c) *Lighting.* If the property is residentially zoned, all lighting must be directed toward the establishment and not at adjacent properties.

(d) *Occupancy.* The maximum number of persons allowed to sleep within any short-term rental unit shall be as provided by the City's building codes, as amended (Ch. 26, Code of Ordinances). Such building codes limit the occupancy for short-term rental units as the occupancies include sleeping accommodations where the occupants are primarily transient in nature; that is, the length of stay is less than 30 days and as such, occupants are not as familiar with the building to recognize potential hazards or to be able to use the means of egress effectively. Maximum occupancy under this section is only applicable to the number of persons that are renting the short-term rental unit for a specified period of occupancy, and excludes any other person visiting the occupants at the location.

Sec. 80-12. - Warning, suspension, revocation, or denial of a permit.

(a) The director, who believes the public interest will be adequately served under the circumstances, may issue a written warning to the permittee if it is found that:

(1) The permittee or guest has violated or failed to meet any of the provisions of this chapter or conditions of the permit which does not pose a serious threat to public health, safety, or welfare; or

(2) The permittee or guest has violated any federal, state, or City law, or regulation pertaining to the use of the property as a short-term rental unit;

Where the director issues a warning, the warning shall provide notice to the permittee that he or she has no less than ten (10) days to come into compliance with this chapter.

(b) The director may immediately revoke or suspend the permit, or deny either the issuance or renewal thereof, if it is found that:

(1) The police chief or fire chief, or designees, has determined that the short-term rental unit would pose a serious threat to public health, safety, or welfare; or

(2) The applicant has knowingly made a false statement of material fact on an application for a short-term rental unit permit.

(c) A short-term rental unit for which the permit has been suspended or revoked may not admit any new guests during the time the permit is suspended or revoked.

(d) In lieu of suspending a permit for a short-term rental unit permit, the director, at his or her sole discretion, may enter into a compliance agreement with a permittee if the director determines that the compliance agreement would eliminate the noncompliance that would otherwise justify a suspension or revocation, result in prompt future inspections, and elevate one or more conditions at the short-term rental unit permit to the standards of this chapter.

(e) The director shall send a written statement of the reasons for the denial, suspension, or revocation, to include the date such suspension or revocation is to begin, the duration of the suspension, and the permittee's right to appeal by certified mail, return receipt requested, to the permittee.

(f) A permittee whose permit is suspended may not be granted a new permit or renewal of an existing permit to operate any existing or additional short-term rental unit permit during the suspension period.

(g) A permittee commits an offense if he or she operates or owns a short-term rental unit permit that admits guests during the time that the suspension of the permit is in effect.

Sec. 80-13. - Notice to applicant/permittee; appeals.

(a) A permittee may appeal a decision to deny, revoke, or suspend a permit to the City Council. Appeals shall be submitted to the City Secretary in writing within 45 days following the date the applicant or permittee receives the decision. A hearing on the denial, suspension, or revocation will be scheduled for the next regular meeting of the City Council following the expiration of 10 days. Council will render a decision on the appeal within thirty days of the hearing. A permittee shall not operate the short-term rental unit during the appeal process.

(b) At the appeal hearing on a denial of an initial permit application, the appealing party must present evidence clearly indicating that the director was incorrect in determining that the stated grounds for the permit denial existed.

(c) At the appeal hearing on a permit suspension, revocation, or refusal to renew, the director must present evidence clearly indicating that the stated grounds for such action existed.

Sec. 80-14. - Expiration and renewal of permit.

(a) All annual permits to operate a short-term rental unit expire at 11:59 pm on December 31. Permits issued within the calendar year will likewise expire on this date.

(b) A permittee must apply for renewal at least 15 days before the expiration of the annual permit on a form provided by the director. The permittee must update the information contained in the original permit application required under this chapter if any of the information has changed. The permittee shall sign a statement affirming that there is either no change in the information contained on the original permit application and any subsequent renewal applications or that any information that has been updated is accurate and complete and pay the annual fee.

(c) The director shall follow the procedures set forth in this chapter when determining whether to renew a permit.

Sec. 80-15. - Violations; penalty.

(a) A permittee or any other person who violates any provision of this chapter, or who fails to perform a duty required by this chapter, commits an offense.

(b) An offense under this chapter is punishable by a fine not to exceed \$2,000.00.

(c) A separate offense occurs each day or part of a day that the violation is committed, continued, or permitted.

(d) The remedies and procedures in this section and in other laws are cumulative law, and the use of any particular remedy or procedure does not prevent the application or enforcement of any other law."

SECTION TWO. The City Secretary is authorized and directed to send this Ordinance to the publisher of the City's Code of Ordinances and the publisher is authorized to amend said Code to reflect the new Chapter 80 as adopted herein, to correct any typographical errors, and to index, format, number, and letter the 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. 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. The Council of the City of Kerrville, Texas, 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 FIVE. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-7, or its successor section, of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

SECTION SIX. 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 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., 2022.

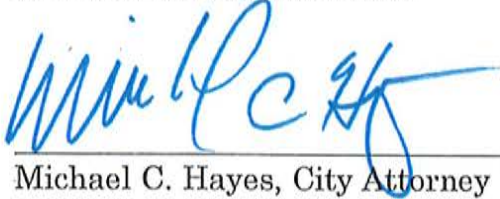
PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ day of _____, A.D., 2022.

Judy Eychner, Mayor

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



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

SUBJECT:

Ordinance No. 2022-33, second reading. An Ordinance amending Chapter 102 "Traffic and Vehicles," Section 102-1 "Definitions" of the Code of Ordinances of the City of Kerrville, Texas by revising the definitions of "Excessive or Unusual Noise" and "Noisemakers" in their entirety; containing a savings and severability clause; providing an effective date; ordering publication; and providing other matters relating to this subject.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 17, 2022

SUBMITTED BY: William Tatsch, Assistant City Attorney

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Section 102-3 of the Kerrville Code of Ordinances prohibits a person or vehicle from emitting excessive or unusual noise on the streets of Kerrville. However, enforcement of Section 102-3 depends on the definition of "Excessive or Unusual Noise." The definition of "Excessive or Unusual Noise" within chapter 102 (Traffic and Vehicles) of Kerrville's Code of Ordinances is impermissibly vague such that people are unable to determine what constitutes excessive or unusual noise. Consequently, Section 102-3 is unenforceable at this time.

This proposed amendment replaces the current definition of "Excessive or Unusual Noise" with a definition that mirrors language Texas courts have considered and decided is sufficiently specific to survive a legal challenge for vagueness. We are also amending the definition of "Noisemakers" to make clear that it includes both the vehicle itself as well as

devices installed on the vehicle. These amendments will permit the police department to enforce vehicle noise violations under Section 102-3 of Kerrville's Code of Ordinances again. **Action November 08, 2022:** City Council unanimously approved Ordinance No. 2022-33 on first reading.

RECOMMENDED ACTION:

Approve Ordinance No. 2022-33.

ATTACHMENTS:

[*20221213_Ord 2022-33 Excessive or Unusual Noise -vehicles second reading.pdf*](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2022-33**

AN ORDINANCE AMENDING CHAPTER 102 "TRAFFIC AND VEHICLES", SECTION 102-1 "DEFINITIONS" OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS BY REVISING THE DEFINITIONS OF "EXCESSIVE OR UNUSUAL NOISE" AND "NOISEMAKERS" IN THEIR ENTIRETY; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THIS SUBJECT

WHEREAS, the City of Kerrville regulates certain traffic offenses through Chapter 102 "Traffic and Vehicles" of the Code of Ordinances of the City of Kerrville; and

WHEREAS, definitions of some of these offenses are unreasonably vague in light of court rulings, which limits the police department's ability to enforce Chapter 102; and

WHEREAS, City Council has determined that it is in the best interest of the citizens of Kerrville to ensure effective and efficient enforcement of traffic related regulations, and therefore Chapter 102, "Traffic and Vehicles," Section 102-1, "Definitions", of the City's Code of Ordinances should be amended as set forth below;

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

SECTION ONE. Chapter 102, "Traffic and Vehicles," of the Code of Ordinances of the City of Kerrville, Texas, is amended by repealing the definitions of "Excessive or unusual noise" and "Noisemakers" as defined by Section 102-1 and replacing them in their entirety with new language as indicated by underlining (added) as follows:

"Chapter 102 – TRAFFIC AND VEHICLES

ARTICLE I. – IN GENERAL

Sec. 102-1 – Definitions.

Excessive or unusual noise means any noise caused by a motor vehicle that unreasonably exceeds the noise made by the average vehicle of that make and model in good mechanical condition, or any noise made by any person, devices, or mechanisms, either in or on a vehicle that unreasonably disturbs or interferes with the peace, comfort and repose of neighboring persons of ordinary sensibilities. A noise

is presumed to be excessive and unusual if vibration accompanies the sound and causes a person in another motor vehicle or structure to become aware of the vibration accompanying the sound.

Noisemakers means any device or mechanism temporarily or permanently installed on or in a vehicle that causes or may cause excessive or unusual noise. This definition also includes the omission or removal of any device or part from a vehicle that causes or may cause the vehicle to emit excessive or unusual noise.

SECTION TWO. The City Secretary is authorized and directed to submit this amendment to the publisher of the City's Code of Ordinances and the publisher is authorized to amend said Code to reflect the amendment adopted herein and 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 to be 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 hereby expressly repealed by the extent of any such inconsistency or conflict.

SECTION FOUR. 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. The Council of the City of Kerrville, Texas hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. In accordance with Section 3.07 of the City Charter and Texas Local Government Code §52.013(a), 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 SIX. 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 08 day of November, A.D., 2022.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ day of _____, A.D., 2022.

Judy Eychner, Mayor

APPROVED AS TO FORM:

ATTEST:



William L. Tatsch, Asst. City Attorney

Shelley McElhannon, City Secretary



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

SUBJECT: Construction Agreement with D&D Contractors, Inc. for the Westminster Street Reconstruction project in the amount of \$1,846,158.40.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 17, 2022

SUBMITTED BY: Kyle Burow, Director Engineering

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$1,846,158.40	0	\$2,166,849.00 (estimated)	Project #70-19011

PAYMENT TO BE MADE TO: D&D Contractors, Inc.

Kerrville 2050 Item?	Yes
Key Priority Area	M - Mobility / Transportation
Guiding Principle	N/A
Action Item	M4.2 - Continue implementing the plan for street repairs, including a timeline and funding, based on the road conditions data collection and evaluation completed in 2016

SUMMARY STATEMENT:

In 2019, 6S Engineering, Inc. completed an update to the Pavement Master Plan and reassessed the current street conditions and maintenance practices. The 6S Engineering, Inc. team evaluated the current street condition assessment gathered for each street segment to analyze the deterioration estimates based on the effectiveness of the current street repair methods and degradation of street segments compared to the initial report, combined multiple street segments to minimize construction costs, and reevaluated the prioritization of streets. The prioritization of all streets were based on pavement condition (PCI), Ride Condition, and roadway classification. Additionally, the streets with anticipated full reconstruction needs were further prioritized based on vehicular usage, utility conflicts, and other known upcoming construction conflicts. Upon completion of the analysis, 6S Engineering, Inc. developed a 10-year maintenance plan and in August 2019, City Council authorized the issuance of \$10.5 million in Certificates of Obligation for street and drainage improvements based on identified full depth reconstruction streets. The initial list of reconstruction streets was presented and confirmed by City Council in October 2019.

Throughout the planning process, Westminster was analyzed and identified as a potential

reconstruction street due to the existing conditions. It was removed from the initial reconstruction list to allow for Atmos Gas to relocate the existing underground gas lines. In April 2021, the City consulted 6S Engineering, Inc. to provide engineered construction documents for the project. The limits of the project consists of full depth reconstruction from Lang to First Street. The project is funded by the remaining 2019 Bond Funding as well as other General Fund Capital Project street funds, and is anticipated to take 8-10 months for construction with an estimated completion in Fall 2023.

The project was placed for advertisement, the bid opening was held November 30, 2022 and four bids were received, with D&D Contractors, Inc. as the apparent low bid. Staff evaluated the bid and recommend awarding the base bid with the alternate bid for a total contract amount of \$1,846,158.40.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute a construction contract with D&D Contractors, Inc. for the Westminster Street Reconstruction project.

ATTACHMENTS:

[*20221213_Bid summary revised Westminster.pdf*](#)

[*20221213_Westminster BID Recommendation.pdf*](#)

APPARENT LOW BIDDERS**Westminster Street Reconstruction Project**

ID: 21-015

Bid Summary	
Engineers Estimate	No Estimate
Total Bids	4
AMLT \$	\$621,843.55
AMLT %	29.15%
Average Bid	\$2,924,061.86

	Bidder	BASE BID	ALTERNATE 1
1	D&D Contractors, Inc.	\$2,133,393.45	\$1,846,158.40
2	J3 <i>Submitted: 11/30/2022 12:45:07 PM</i>	\$2,755,237.00	\$2,551,692.00
3	M & C FONSECA CONSTRUCTION CO.INC <i>Submitted: 11/30/2022 11:42:31 AM</i>	\$3,088,762.00	\$2,842,904.25
4	Cox Commercial Construction <i>Submitted: 11/30/2022 2:01:35 PM</i>	\$3,718,855.00	\$3,750,970.00

Bids opened at: 11/30/2022 3:06:20 PM



ENGINEERING, INC
TBPE F-18435

December 8, 2022

Mr. Kyle Burow, P.E., CFM
City of Kerrville
701 Main Street
Kerrville, TX 78028

Reference: 2021-004-03 Westminster Street Reconstruction

Dear Mr. Burow:

6S Engineering, Inc. has reviewed the bid proposals for the above referenced project. There were four (4) bidders for the project. It is recommended that D&D Contractors, Inc. be awarded the contract for the Alternate Bid amount of \$1,846,158.40. If there are any questions or concerns, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Jess W. Swaim".

Jess Swaim, P.E.
Vice President



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

SUBJECT: Authorization to negotiate a Design-Build contract for the Heart of the Hills Heritage Center.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** December 2, 2022

SUBMITTED BY: Kyle Burow, Director Engineering

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
TBD	\$3,591,946.89	\$3,600,000.00	Project #15-22002

PAYMENT TO BE MADE TO: TBD

Kerrville 2050 Item? Yes

Key Priority Area D - Downtown Revitalization

Guiding Principle N/A

Action Item D1.6 - Support new anchors in the Downtown, such as the A. C. Schreiner Mansion or the Arcadia, to increase public and visitor traffic

SUMMARY STATEMENT:

The City of Kerrville and the Heart of the Hills Heritage Center, Inc. (HHHC) entered into a Development and Management Agreement in January 2021 to redevelop, renovate, and improve the building located at 529 Water Street, known as the A.C. Schreiner House, owned by the City; to provide financing for such improvements; and to provide for the lease to furnishing, management, maintenance, and operation of the building by HHHC upon completion of the project to be used as a museum and public venue that reflects and displays the culture and heritage of Kerr County and the surrounding Texas Hill Country. Since that time, contractual fundraising milestones by the City and HHHC have been reached, the City Council authorized the Design-Build process to be utilized for the renovation and improvements, and the City received five qualification statements from Design-Build teams. The five teams were deemed qualified to proceed to the proposal phase and submitted proposals based on the design criteria outlined in the Request for Proposals (RFP). Proposals from the Design-Build teams were received on November 15, 2022 and a review committee rated the proposals based on the scoring criteria contained in the RFP packet.

The next step is to negotiate a Design-Build contract based on the review committee's rankings. Staff is requesting confirmation from the City Council for the City Manager to

proceed with negotiating and finalizing a Design-Build contract with the highest ranked Design-Build team. If negotiations fail with the highest ranked team, staff will cease negotiations in writing and proceed to the next highest Design-Build team until an agreement has been finalized. Ultimately, once fully negotiated, the final contract authorization will be back before the City Council for review.

RECOMMENDED ACTION:

Authorize City Manager to negotiate and finalize contract for the Heart of the Hills Heritage Center.



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

SUBJECT: Project funding agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas; for the development and construction of an extension to the City's River Trail from the Tranquility Island bridge to the scenic downtown overlook (pavilion).

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 16, 2022

SUBMITTED BY: Ashlea Boyle, Director Parks & Recreation

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$1,025,280.00	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes
Key Priority Area	P - Parks / Open Space / River Corridor
Guiding Principle	N/A
Action Item	P6.5 - Continue developing a vision/plan and identify funding options to extend the River Trail

SUMMARY STATEMENT:

Attached is a quality-of-life project funding agreement between the Economic Improvement Corporation (EIC) and the City of Kerrville for \$1,025,280 for a downtown extension of the Kerrville River Trail. This extension will be on the north side of the river from the Tranquility Island bridge / ramp area to below the downtown pavilion footbridge area in Louise Hays Park, approximately 1,600 linear feet. This agreement is for Phase 1 of 2 and includes the environmental permitting for both phases. The Phase 2 extension would continue on the north side to G Street and would be funded separately for construction, approximately 3,500 linear feet. Both phases would result in an additional approximate one mile of trail.

Extending the River Trail in this area will connect Tranquility Island, the Library, the soon to be rehabilitated Heart of the Hills Heritage Center, along with this part of downtown, and the Kerrville Urban Trail System (KUTS), which will increase the accessibility of the River Trail to additional neighborhoods.

The downtown River Trail is a priority project identified by the City Council, and is the number one extension priority identified in the Parks and Recreation Master Plan Update 2022 by the community. Extending the Kerrville River Trail is consistent with several

community plans, such as the Kerrville 2050 Comprehensive Plan, the Parks and Recreation Master Plan, the River Trail Master Plan, and the Parks and Recreation Department's goal to encourage the Kerrville community to "Get Outdoors. Be Active. Play."

The final step in the approval process is consideration and approval by the Kerrville City Council.

Project History

- June 26, 2018 - Kerrville 2050 was adopted by Ordinance 2018-13 with strong support of the Kerrville River Trail.
- July 23, 2019 - The Kerrville River Trail Master Plan update was adopted by Resolution No. 27-2019, and includes a downtown extension.
- December 14, 2020 - The EIC held a public hearing and funded a conceptual study to extend the Downtown River Trail along the north side of the Guadalupe River from the Tranquility Island Bridge to G Street.
- May 17, 2021 - Hewitt Engineering presented the finalized concept study report to the EIC. The proposal recommended this Downtown River Trail project be separated into two phases. Initial cost estimates for Phase 1 were originally estimated at \$800,538, based on early 2021 cost estimates.
- August 2022 - Current construction estimates received show this phase now estimated at \$995,280 with an additional \$25,000-\$30,000 for environmental permitting, for a total of \$1,025,280.
- September 13, 2022 - The Kerrville City Council authorized staff to present a quality-of-life project funding application for \$1,030,000 to the EIC for Phase 1 of the Downtown River Trail extension, from the Tranquility Island Bridge to the Scenic Downtown Overlook Pavilion, along with environmental permitting for all phases of the Downtown River Trail to the G Street Bridge.
- September 19, 2022 - Staff presented the application to the EIC and was directed to prepare a funding agreement and hold a public hearing at their next meeting.
- October 17, 2022 - The EIC held a public hearing and considered the funding agreement. The consensus was to bring the agreement back at the November meeting for further discussion and consideration.
- November 14, 2022 - The EIC considered and approved the funding agreement.
- December 13, 2022 - City Council consideration.

Kerrville 2050 Support Relating to the River Trail

Key Priority Area:

- D – Downtown Revitalization
- E – Economic Development
- F – Public Facilities and Services Facilities
- P – Parks, Open Space, and River Corridor

Guiding Principles:

- D2 – Foster a Downtown that tells the community's history / story / lore by preserving and enhancing historic features and a sense of place, celebrating and connecting Downtown to the Guadalupe River and developing a brand and a unified identity for Downtown.
- D4 – Encourage and program Downtown public events and create more gathering places that promote and enhance Downtown as an arts, culture and music center.
- D5 – Promote a walkable, useable, uniform and pedestrian-oriented public space

linking Downtown to the surrounding neighborhoods through streetscape elements, access, connections and crossings.

- E3 – Continue to focus on quality of life attributes and enhancements as a high priority, balancing growth with community and individual well-being and the need to preserve a healthy / beautiful environment unique to Kerrville.
- F7 – Be thoughtful when considering land uses and provide facilities and services that promote and enhance local parks, green spaces, and the River Trail.
- P5 – Focus on enhancing / investing in existing parks, their purpose or repurpose and improving accessibility before acquiring land for new parks.
- P6 – Focus on connecting businesses, neighborhoods, major destinations and other amenities with parks, open spaces and the River corridor.
- P8 – Provide recreational opportunities for people of all ages and abilities, both residents and tourists.

Action Items

- D2.10 – Encourage businesses to focus on the river by building back patios with access to the River Trail and the potential boardwalk.
- D4.14 – Pursue a lighted display along the River Trail, focusing on Tranquility Island first.
- D5.2 – Improve pedestrian and bicycle connections to and across the river, including access to the River Trail from Downtown and to surrounding neighborhoods.
- D5.20 – Consider direct pedestrian access from the River Trail to the sidewalk on Lemos Street.
- D5.16 – Develop a plan to extend the River Trail beyond its current limits.
- E3.2 – Put in place a mid to long range plan to extend the River Trail and add additional segments.
- E3.3 – Seek EIC funding to extend the River Trail further west to the Thompson Drive bridge.
- F7.1 – Establish a long-term plan for each public facility / site to promote and enhance nearby parks, green spaces or trails.
- P5.2 – Explore a variety of options, including bonds, to fund park facility needs and to enhance River Trail connections.
- P6.2 – Add bike and pedestrian safe routes for better access to the River Trail.
- P6.3 – Create a pedestrian / bike connection from SU to the River Trail.
- P6.5 – Continue developing a vision / plan and identify funding options to extend the River Trail.
- P8.6 Establish lighted Christmas walk along the River Trail.

Parks and Recreation Master Plan -Trails Section

1. Expand the River Trail from G Street to downtown / Library on the northside of the River.
2. Expand the River Trail to the west of Louise Hays Park on the southside of the river.
3. Improve pedestrian access from downtown to LHP by way of Sidney Baker Bridge.
4. Create hike / bike trail along Town Creek - connect to the River Trail; add a North-South hike / bike trail.
5. Add more dog waste stations near trailheads / along trails.

6. Update master plan for the River Trail and identify funding options to extend.

RECOMMENDED ACTION:

Approval of the agreement as presented.

ATTACHMENTS:

[20221213 EIC Funding Agreement River Trail ext - map estimate.pdf](#)

PROJECT FUNDING AGREEMENT BETWEEN THE CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION AND THE CITY OF KERRVILLE, TEXAS; FOR THE DEVELOPMENT AND CONSTRUCTION OF AN EXTENSION TO THE CITY'S RIVER TRAIL FROM THE TRANQUILITY ISLAND BRIDGE TO THE SCENIC DOWNTOWN OVERLOOK (PAVILION)

THIS PROJECT FUNDING AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2022 ("Effective Date"), by and between the **City of Kerrville, Texas Economic Improvement Corporation ("EIC")**, a Texas non-profit corporation established by City pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code; otherwise known as the Development Corporation Act of 1979 ("the Act"); and the **City of Kerrville, Texas ("City")**, a Texas home-rule municipality. EIC and City may sometimes be collectively referred to herein as "Parties" and individually as "Party".

WITNESSETH:

WHEREAS, pursuant to the Act, EIC is authorized to provide funding relating to the construction of projects which EIC finds to be encompassed within the definitions of "Projects", as that word is defined by Chapters 501 and 505 of the Act; and

WHEREAS, in May 1995, the citizens of Kerrville, Texas, voted to form the EIC to administer a sales and use tax collected for "Projects", as defined by the Act, including:

land, buildings, equipment, *facilities, and improvements* found by the EIC to be required or suitable for use for *professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events*, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, *parks and park facilities, open space improvements*, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, *and other related improvements* that enhance any of the items described by Section 505.152 of the Act (emphasis supplied); and

WHEREAS, the City, as documented within its *Kerrville 2050 Comprehensive Plan*, continues focusing on ways to connect businesses, neighborhoods, major destinations, and other amenities with parks, open spaces, and the River corridor; and

WHEREAS, the Parties believe that one way to accomplish such integration is to connect Tranquility Island within Louise Hays Park to the Kerrville River Trail, through an extension into downtown Kerrville, which will then eventually connect to the existing trail at G Street and onto Schreiner University; and

WHEREAS, in addition, such extension also aligns with the City's *Parks and Recreation Master Plan*, the Parks and Recreation Department's goal to encourage the Kerrville community to "get outdoors, be active, and play", and the *River Trail Master Plan*; and

WHEREAS, the Parties have previously partnered to construct and open six miles of existing River Trail throughout the City, to include the most recent extension from G Street to Schreiner University; and

WHEREAS, extending the River Trail in this area will connect Tranquility Island, the Butt Holdsworth Memorial Library, the soon to be rehabilitated Heart of the Hills Heritage Center (HHHC), along with this part of downtown and the Kerrville Urban Trail System (KUTS), which will increase the accessibility of the River Trail to additional neighborhoods; and

WHEREAS, City will design and construct the extension of the River Trail (the "Project"); and

WHEREAS, the Project is estimated to cost \$1,020,280.00; and

WHEREAS, the City seeks grant funding from the EIC in this amount for the City to use in designing, bidding, managing, and constructing the Project; and

WHEREAS, EIC finds that the Project as described generally above constitutes a "project" as defined by the Act; and

WHEREAS, more specifically, EIC finds that the Project includes equipment, facilities, and improvements to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, and tourist purposes and events, and other related improvements that enhance any of the items described here; and

WHEREAS, EIC finds that it will be in the public interest to enter into this Agreement with City to provide sales tax revenues collected pursuant to the Act ("4B Revenues") to City for costs related to the Project; and

WHEREAS, on October 17, 2022, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, the EIC held a public hearing pursuant to Section 501.072 of the Act related to the proposed expenditure of 4B Revenues for the

Project; the EIC followed up this meeting with another meeting on November 14, 2022, wherein it considered additional information before voting to authorize this Agreement;

NOW THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, the EIC and City agree as follows:

1. **“Project” Defined:** When used in this Agreement, the phrase “Project” means the project description; approximate cost itemization, to date; and segment map attached as **Exhibit A**, and included herein for all purposes. City will manage the funding it receives from EIC and the design, acquisition of property interests, environmental permitting, bidding, management, and construction of the Project. City shall not substantively alter the description of the Project in any respect without the prior approval of the EIC. In addition, City shall provide periodic reports to the EIC with respect to the Project, timing, and costs.
2. **Agreement to Fund Project:** EIC agrees to provide City an amount up to and not to exceed \$1,025,280.00 in 4B Revenues for the Project (“Grant Funding”).
3. **Payments Authorized:** City is authorized to make payments for the Project directly from the EIC’s General Capital Projects Fund.
4. **Eligible Costs:** Payments made by City from 4B Revenues as authorized by Section 3, above, are limited to the payment of “costs” as defined in the Act.
5. **City’s Acquisition of Property:** Prior to bidding, City must receive the necessary property interests (e.g., recreation trail easements) from intervening owners to authorize its construction, management, and the public’s use of the River Trail. Should City fail to accomplish any such acquisition(s), City shall report this event to EIC.
6. **Project’s Timeline:** City shall begin design work on the Project on or before January 1, 2023. Thereafter, construction activities will conclude on or before December 31, 2024. Should such activities not occur by these dates, EIC may elect to terminate this Agreement.
7. **Severability:** The provisions of this Agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
8. **Amendment:** This Agreement may be amended only by written amendment signed by the Parties.

9. **Notices:** All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the fifth business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

For EIC

President

City of Kerrville, Texas, Economic Improvement Corporation

City Hall, 701 Main Street

Kerrville, Texas 78028

Facsimile: (830) 792-3850

For City

City Manager, City of Kerrville

City Hall, 701 Main Street

Kerrville, Texas 78028

Facsimile: (830) 792-3850

10. **Applicable Law:** This Agreement is governed by and construed in accordance with the laws of the State of Texas. The Agreement is entered into and fully performable within Kerr County, Texas. Accordingly, venue for any cause of action arising pursuant to this Agreement is proper only in Kerr County, Texas.
11. **Interpretation:** Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the Parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.
12. **No Joint Venture:** Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties.

13. **Parties in Interest:** Nothing in this Agreement shall entitle any party other than EIC or City to any claim, cause of action, remedy, or right of any term of this Agreement.
14. **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and shall terminate on the earlier of: (i) May 1, 2024, or when the requirements set forth in this Agreement are completed; (ii) when terminated by mutual agreement of the Parties; or, (iii) at City's discretion, upon City returning all Grant Funding to EIC that it has received under this Agreement. Upon termination of this Agreement as specified herein, all rights, duties, and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.
15. **Entire Agreement:** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

CITY OF KERRVILLE, TEXAS

CITY OF KERRVILLE, TEXAS ECONOMIC
IMPROVEMENT CORPORATION

By: _____
Judy Eychner, Mayor

By: _____
Greg Richards, President

ATTEST:

ATTEST:

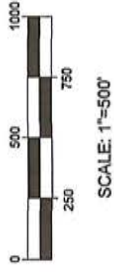
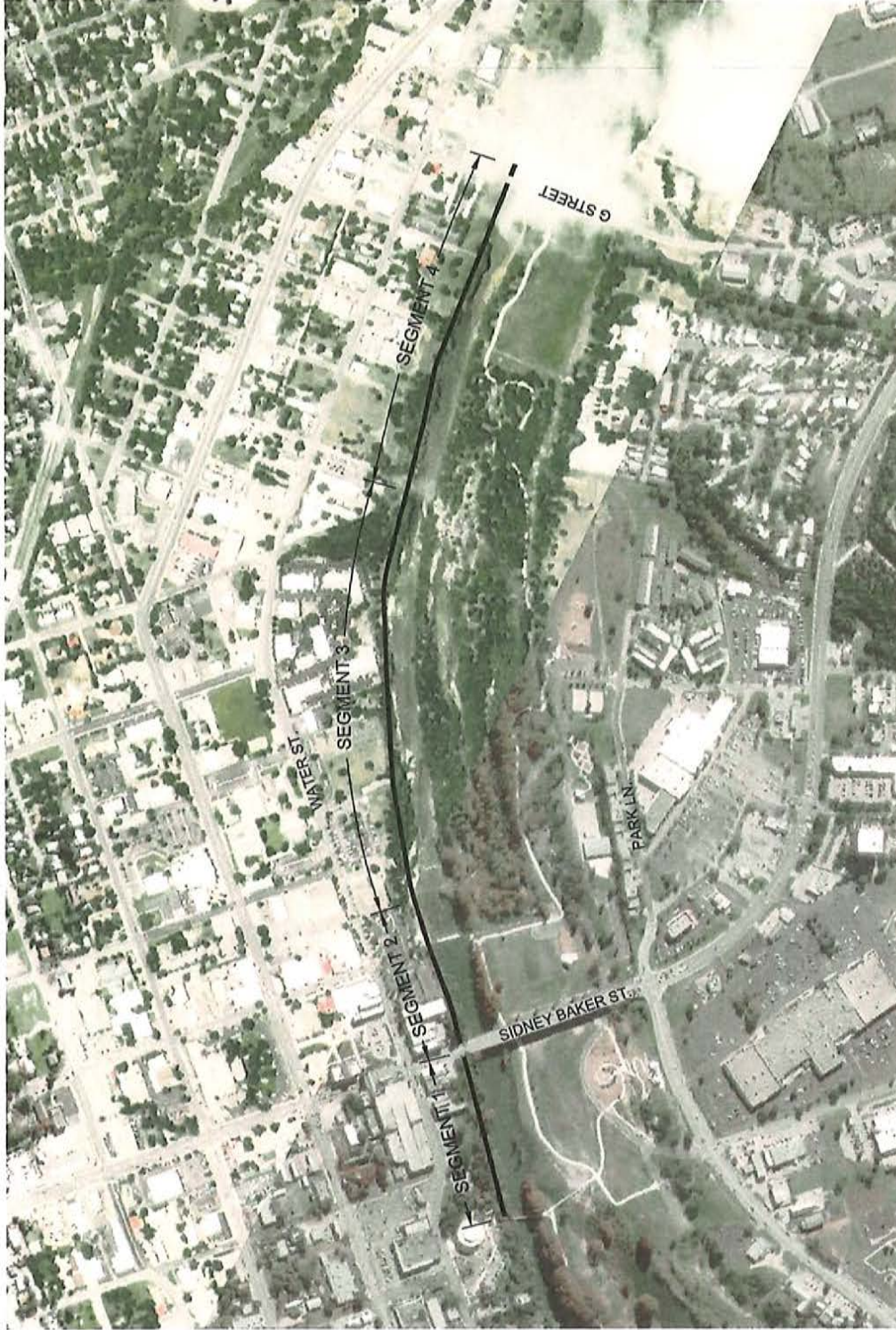
Shelley McElhannon, City Secretary

Kesha Franchina, Secretary for the EIC

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

T:\Legal\EIC\Contract\City Projects\Oliver Trail\EIC Project Funding Agreement_Downtown River Trail Est. Phase 1_111922.docx



DOWNTOWN RIVER TRAIL SEGMENT MAP

EXHIBIT 1

Hewitt Engineering Inc.

Consulting Engineering Services

716 Barnett Street • Kerville, Texas 78028 • 830.315.8800
 TBPE Registration No. F-10739 • www.hewitt-inc.com



River Trail Downtown Improvements-Sections 1 and 2

Preliminary Engineer's Estimate

September 2022

Item No.	Description	Quantity	Unit	UNIT COST	TOTAL COST
1	Mobilization and Demobilization as necessary for the Contract Documents (5%)	1	LS	\$40,000.00	\$40,000.00
2	Brush Clearing/Pruning , along new trail alignment, complete in place as specified and indicated in the plans.	1	LS	\$45,000.00	\$45,000.00
3	Earthwork for Site , to include all rough grading and fine grading for entire site including any importing or removal of excess fill as needed, topsoil placement, complete in place as specified and indicated in the plans.	1	LS	\$90,000.00	\$90,000.00
4	10' Wide Concrete Trail w/30" Toedown , to include all trail paving, complete in place as specified and indicated in the plans	1400	LF	\$240.00	\$336,000.00
5	Elevated Concrete Trail , including excavation, concrete headwalls, concrete paving on top of culverts, and all necessary construction as detailed in drawings and specifications, complete in place as specified and indicated in the plans	100	LF	\$450.00	\$45,000.00
6	Limestone Block Retaining Walls , complete in place as specified and indicated on plans.	60	EA	\$350.00	\$21,000.00
7	Rock Rip Rap as required, complete in place as specified and indicated in the plans.	55	CY	\$380.00	\$20,900.00
8	Turf Reinforcement Mat with Seed , to include erosion control mat and Rye grass seed including fine grading, raking, fertilization, and temporary irrigation as necessary to cover disturbed areas, complete in place as specified and indicated in the plans.	400	SY	\$32.00	\$12,800.00
9	Seeding , includes fine grading, raking, fertilization, and temporary irrigation as necessary to cover disturbed areas, complete in place as specified and indicated in the plans.	1	LS	\$22,300.00	\$22,300.00
10	Bridge over Clay Street Drainage Outfall (Box Culverts)	1	LS	\$42,000.00	\$42,000.00
11	SWPPP , design and provide Storm Water Pollution Prevention Plan, as required for construction of Trail Improvements project, complete as specified and indicated on plans.	1	LS	\$40,000.00	\$40,000.00
ESTIMATED CONSTRUCTION COST					\$715,000.00
20% CONTINGENCY					\$143,000.00
TOTAL ESTIMATED CONSTRUCTION COST					\$858,000.00

10% ENGINEERING DESIGN FEE	\$85,800.00
3% CONSTRUCTION PHASE SERVICES AND TESTING FEE	\$25,740.00
3% ADDITIONAL SERVICES FEE (SURVEY/GEOTECH)	\$25,740.00
ENVIRONMENTAL STUDIES, CULTURAL RESOURCES, JURISDICTIONAL AND HABITAT PERMITS (ENTIRE RIVERTRAIL PROJECT)	\$25,000.00
TOTAL ESTIMATED SECTION 1 COST	\$1,020,280.00



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

SUBJECT: Funding application to the City of Kerrville, Texas, Economic Improvement Corporation, for the creation of a concept feasibility study for extensions of the Kerrville River Trail around Nimitz Lake in the amount of \$182,800.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 16, 2022

SUBMITTED BY: Ashlea Boyle, Director Parks & Recreation

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? Yes

Key Priority Area E - Economic Development

Guiding Principle N/A

Action Item E3.3 - Seek EIC funding to extend the River Trail further west to the Thompson Drive bridge

SUMMARY STATEMENT:

On November 14, 2022, the Economic Improvement Corporation (EIC) considered and discussed a potential westward extension of the Kerrville River Trail around Nimitz Lake. Pursuant to the River Trail Master Plan, this extension would extend from near the Dietert Center and proceed along the northwest side of the river to the Spur 98 Bridge, around the lake, and eventually connect back to the Francisco Lemos / Louise Hays Park area on the southwest side of the river. It is anticipated that this extension would result in multiple phases due to the length, cost, construction and environmental challenges, private properties and easements. A study is necessary to identify the feasibility of this potential project. The estimated cost is \$182,800 is attached.

The EIC is expected to have further discussion on this item at their December 12th meeting. An update will be provided to the Council during this agenda item.

Extending the Kerrville River Trail is consistent with several community plans, such as the Kerrville 2050 Comprehensive Plan, the Parks and Recreation Master Plan, the River Trail Master Plan, and the Parks and Recreation Department's goal to encourage the Kerrville community to "Get Outdoors. Be Active. Play."

An extension west of Louise Hays Park is the second River Trail priority in the Parks Master Plan.

Kerrville 2050 Support Relating to the River Trail

Key Priority Area:

- D – Downtown Revitalization
- E – Economic Development
- F – Public Facilities and Services Facilities
- P – Parks, Open Space, and River Corridor

Guiding Principles:

- D2 – Foster a Downtown that tells the community's history / story / lore by preserving and enhancing historic features and a sense of place, celebrating and connecting Downtown to the Guadalupe River and developing a brand and a unified identity for Downtown.
- D4 – Encourage and program Downtown public events and create more gathering places that promote and enhance Downtown as an arts, culture and music center.
- D5 – Promote a walkable, useable, uniform and pedestrian-oriented public space linking Downtown to the surrounding neighborhoods through streetscape elements, access, connections and crossings.
- E3 – Continue to focus on quality of life attributes and enhancements as a high priority, balancing growth with community and individual well-being and the need to preserve a healthy / beautiful environment unique to Kerrville.
- F7 – Be thoughtful when considering land uses and provide facilities and services that promote and enhance local parks, green spaces, and the River Trail.
- P5 – Focus on enhancing / investing in existing parks, their purpose or repurpose and improving accessibility before acquiring land for new parks.
- P6 – Focus on connecting businesses, neighborhoods, major destinations and other amenities with parks, open spaces and the River corridor.
- P8 – Provide recreational opportunities for people of all ages and abilities, both residents and tourists.

Action Items

- D2.10 – Encourage businesses to focus on the river by building back patios with access to the River Trail and the potential boardwalk.
- D4.14 – Pursue a lighted display along the River Trail, focusing on Tranquility Island first.
- D5.2 – Improve pedestrian and bicycle connections to and across the river, including access to the River Trail from Downtown and to surrounding neighborhoods.
- D5.20 – Consider direct pedestrian access from the River Trail to the sidewalk on Lemos Street.
- D5.16 – Develop a plan to extend the River Trail beyond its current limits.
- E3.2 – Put in place a mid to long range plan to extend the River Trail and add additional segments.
- E3.3 – Seek EIC funding to extend the River Trail further west to the Thompson Drive bridge.
- F7.1 – Establish a long-term plan for each public facility / site to promote and enhance

nearby parks, green spaces or trails.

- P5.2 – Explore a variety of options, including bonds, to fund park facility needs and to enhance River Trail connections.
- P6.2 – Add bike and pedestrian safe routes for better access to the River Trail.
- P6.3 – Create a pedestrian / bike connection from SU to the River Trail.
- P6.5 – Continue developing a vision / plan and identify funding options to extend the River Trail.
- P8.6 Establish lighted Christmas walk along the River Trail.

Parks and Recreation Master Plan - Trails Section Priorities

1. Expand the River Trail from G Street to downtown / Library on the northside of the River.
2. Expand the River Trail to the west of Louise Hays Park on the southside of the river.
3. Improve pedestrian access from downtown to LHP by way of Sidney Baker Bridge.
4. Create hike / bike trail along Town Creek - connect to the River Trail; add a North-South hike / bike trail.
5. Add more dog waste stations near trailheads / along trails.
6. Update master plan for the River Trail and identify funding options to extend.

RECOMMENDED ACTION:

Authorize staff to continue with funding application discussion with EIC as presented.

ATTACHMENTS:

[*20221213_River Trail West Concept Proposal.pdf*](#)



Hewitt Engineering, Inc.

Consulting Engineering Services

December 5, 2022

Mr. Michael Hornes
Deputy City Manager
City of Kerrville
701 Main Street
Kerrville, TX 78028

Re: River Trail West Segment Improvements–Concept Study Fee Estimate

Dear Michael,

Per your request, I have prepared a scope and fee schedule for the preparation of a Concept Study for the River Trail West Segment Improvements Project. The project will consist of approximately 12,800 linear feet of 10-foot-wide concrete trail located generally along the northeast side of the Guadalupe River from the Palacios del Guadalupe Condominiums extending northwest to the Spur 98 Bridge, then approximately 13,600 linear feet back along the southeast side of the Guadalupe River to the Francisco Lemos Bridge. The scope of the Concept Study will include the following:

- Kickoff meeting with City staff to finalize scope and schedule
- Site Visit and Data Collection
- Identify ownership along the trail and property easement requirements for this trail segment
- Evaluate trail alignment alternatives that comply with all building code and TDLR/ADA requirements.
- Evaluate feasibility of cantilevered trail sections required along a portion of this segment in the limited construction areas including width, height, framework, guardrail design, pier spacing and ramp access
- Determine the locations where site drainage needs to pass under the trail and evaluate bridge and/or elevated trail sections to allow for drainage across the trail.
- Identify constructability and access issues for the construction contractor
- Perform a natural resources constraints review including wetlands/jurisdictional waters determination and listing state and federal threatened and endangered species
- Perform a cursory cultural resources evaluation including archaeological literature and records research
- Review and summary of regulatory issues that will be applicable to this project
- Lead a Public Input Meeting with local residents to identify concerns and desires for the trail
- Evaluate and recommend project phasing
- Determine anticipated design and construction schedule and estimated costs
- Prepare final Concept Study Report

There are several locations along this segment of the river trail that have limited buildable area for the trail between the steep river bank and the river channel. Sparks Engineering Inc. has been added to the project team in order to provide their expertise on possible cantilevered trail sections or other alternatives in these areas. The structural analysis will include evaluation of alternatives such as supports for a possible boardwalk or the construction of a retaining wall along the steep bank of the

river. The structural scope of work will also include the development of estimated construction costs and a discussion of construction methods in the difficult section of this river trail segment.

SWCA Environmental Consultants will be a part of the project team to provide environmental, cultural resources, and regulatory analysis for this section of the river trail. Their scope of work will include a review of available data and desktop analysis of potential natural and cultural resources constraints in the project review area. SWCA recently completed the environmental, cultural and regulatory studies for the Rivertrail Schreiner University and Downtown Segments for the City.

The final result of this project will be a signed and sealed Concept Study Report that summarizes the results of the evaluation, provides alignment recommendations, construction phasing and estimated total project costs for each phase. The total lump sum fee to perform these tasks including subconsultant fees and all expenses is \$182,800.

FEE SCHEDULE Palacios del Guadalupe Condominiums along the northeast side of the river west to the Spur 98 (Thompson Drive) Bridge:

Hewitt Engineering Inc.....	\$74,500.00
Sparks Engineering Inc.....	\$7,500.00
SWCA Environmental Consultants	\$3,500.00
 Total Services Fee.....	 \$85,500.00

FEE SCHEDULE Spur 98 (Thompson Drive) Bridge back along the southwest side of the river to Francisco Lemos:

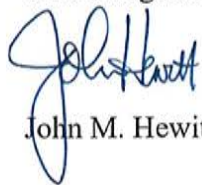
Hewitt Engineering Inc.....	\$84,800.00
Sparks Engineering Inc.....	\$8,500.00
SWCA Environmental Consultants	\$4,000.00
 Total Services Fee.....	 \$97,300.00

Please feel free to contact me at 830-315-8800 or by email at jmhewitt@hewitt-inc.com if you would like to discuss this proposal in detail or have any questions.

Sincerely,

HEWITT ENGINEERING INC.

Texas Registered Engineering Firm F-10739



John M. Hewitt, P.E., CFM



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

SUBJECT: Resolution No. 88-2022. A Resolution amending The City of Kerrville Fee Schedule by adopting fees to be charged for each initial application and renewal application for Short-Term Rental Units.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** December 2, 2022

SUBMITTED BY: Guillermo Garcia

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

The City of Kerrville has adopted a FY2022-2023 fee schedule through the annual budgeting process. The current fee schedule was adopted by ordinance on September 13, 2022. The fee schedule can be amended throughout the year via a Resolution adopted by the City Council. The proposed amendments will allow the City of Kerrville to administer fees for the initial application and renewal application of Short-Term Rentals within the City of Kerrville. The proposed fee is in alignment with the policy direction of the City Council's adopted ordinance (also on the Dec. 13th City Council Agenda) for the permitting and regulation of Short-Term Rentals within the City of Kerrville.

The proposed fees are as follows:

- Initial Short-Term Rental Registration: \$100 per property
- Renewal Short-Term Rental Registration: \$50 per property

RECOMMENDED ACTION:

Approve Resolution No. 88-2022.

ATTACHMENTS:

[20221213_Reso 88-2022 Amending COK Fee Schedule STR.pdf](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 88-2022**

**A RESOLUTION AMENDING THE CITY OF KERRVILLE FEE
SCHEDULE BY ADOPTING FEES TO BE CHARGED FOR EACH
INITIAL APPLICATION AND RENEWAL APPLICATION FOR
SHORT-TERM RENTAL UNITS**

WHEREAS, City Council, through its adoption of the budget for fiscal year 2023 (the "Budget"), adopted fees for various services provided by the City; and

WHEREAS, the City's fees are contained within the City's Fee Schedule, which is included as an appendix to the Budget; and

WHEREAS, pursuant to Ordinance No. 2022-25, which adopted the Budget, City Council may revise the Fee Schedule by the adoption of a resolution indicating the revisions; and

WHEREAS, as part of City Council's consideration of an ordinance which will require permits for the operation of short-term rental units and the application of other regulations, the Development Services Department recommends amending the City's Fee Schedule to adopt fees for the City to apply for each initial application and renewal application of short-term rental units; and

WHEREAS, processing and issuing each permit requires time and resources by City staff to review the application and City staff has studied the time and resources necessary and believes that the recommended fees bear a reasonable relationship to the City's cost of providing this service; and

WHEREAS, City Council has determined it is in the public interest of the citizens of Kerrville to adopt the fees as provided herein;

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

City Council amends the Fee Schedule of the City of Kerrville, Texas, as set forth in **Exhibit A**, and attached and incorporated herein by reference, such changes to be effective immediately.

**PASSED AND APPROVED ON this the ____ day of _____ A.D.,
2022.**

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

Exhibit A.

DEVELOPMENT SERVICES DEPARTMENT		
BUILDING SERVICES		
PROFESSIONAL & OCCUPATIONAL LICENSES		
DEVELOPMENT SERVICES DEPARTMENT, CONTINUED		
CODE COMPLIANCE		
PERMITS/LICENSE		
Short-Term Rental Registration Fees		
Short-Term Rental Registration Fee		\$100.00 per property
Renewal Short-Term Rental Registration Fee		\$50.00 per property



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

SUBJECT: Fiscal Year 2022 -Year End Financial Report, and FY2023 Financial Report 10-31-2022.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 16, 2022

SUBMITTED BY: Julie Behrens , Chief Finance Officer

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

RECOMMENDED ACTION:

None

ATTACHMENTS:

[20221213_Presentation financial.pdf](#)



Financial Update

City Council Meeting

December 13, 2022

1



FY2022 Year-End

- In the past year:
 - COVID-19 Pandemic
 - Winter Storm Landon
 - Extreme inflationary factors
 - Special attention to personnel matters – especially in Public Safety
 - Cost-of-Living Increases to all employees
 - Drought Conditions
 - Better than budget Sales Tax, EMS, Water & Sewer, and Interest Revenue
 - Multiple Grants Awarded
 - Police
 - Body Cameras
 - Police Communications Grant (Department of Justice)
 - Community Development Block Grant
 - FEMA Reimbursement Grant (Winter Storm Uri)
 - EMS STRAC Grant
 - Notice of Award of FEMA Hazard Mitigation Grant for generators (\$4.6M)
 - Kerrville Sports Complex Grants
 - Fitness Pad Grant
 - Donations to Fund Police K9 Unit
 - ...and more

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FY2022 General Fund Year-End Estimates

GENERAL FUND - BUDGET SUMMARY

	FY2022 Budget	FY2022 Current Budget	FY2022 Estimated	Better/Worse Than Original Budget	Better/Worse Than Current Budget
REVENUES					
Property Tax	10,720,382	10,720,382	10,891,138	170,756	170,756
Sales Tax	8,614,787	9,339,787	9,760,511	1,145,724	420,724
Franchise Fees	1,959,200	1,959,200	2,093,445	134,245	134,245
Permits and Fees	40,495	40,495	111,154	70,659	70,659
Intergovernmental Revenue	1,489,052	1,489,052	1,475,812	(13,240)	(13,240)
Service Revenue	3,997,854	4,636,512	4,524,820	526,966	(111,692)
Recreation Revenue	656,975	656,975	743,537	86,562	86,562
Fines and Forfeitures	476,550	476,550	398,162	(78,388)	(78,388)
Grant & Donation Revenue	29,500	29,500	54,538	25,038	25,038
Interest and Miscellaneous	223,961	370,303	389,492	165,531	19,189
Operating Transfer In	2,276,115	2,276,115	2,276,115	-	-
TOTAL REVENUES	30,484,871	31,994,871	32,718,723	2,233,853	723,852
EXPENDITURES					
Personnel	21,504,043	22,335,107	22,804,207	(1,300,164)	(469,100)
Supplies	1,476,757	1,547,876	1,562,337	(85,580)	(14,461)
Maintenance	3,627,633	3,611,457	3,094,618	533,015	516,839
Services	2,489,581	2,423,629	2,388,542	101,039	35,087
Other Expenses	569,258	524,313	286,120	283,139	238,193
Capital Outlay	67,600	95,139	71,865	(4,265)	23,274
Operating Transfers Out	750,000	2,204,114	2,134,114	(1,384,114)	70,000
TOTAL EXPENDITURES	30,484,871	32,741,635	32,341,803	(1,856,931)	399,832
CHANGE IN NET POSITION	-	(746,764)	376,921		
ENDING FUND BALANCE	\$ 11,738,186	\$ 10,991,422	\$ 12,115,106		
Reserve %	37.2%	32.5%	36.3%		

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FY2022 General Fund Year-End Estimates

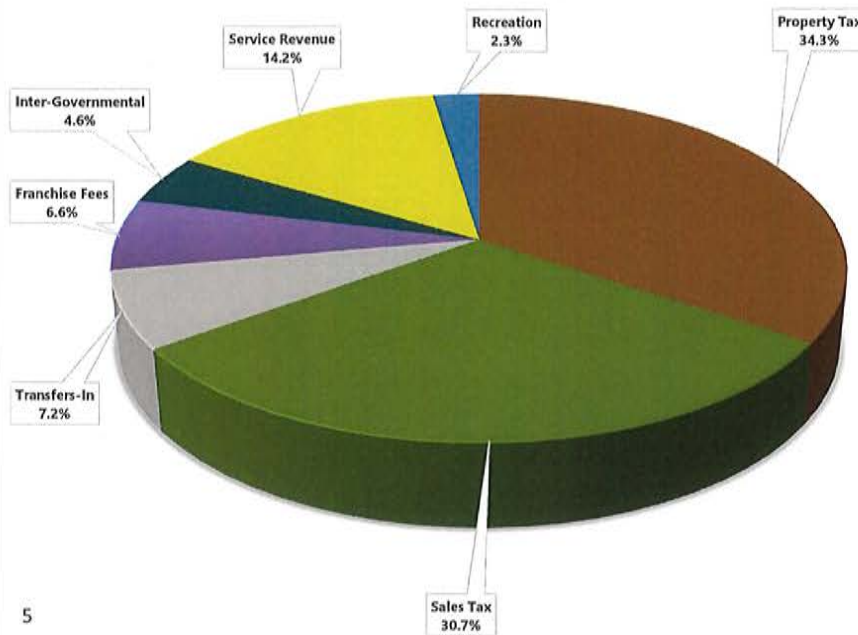
Notables

- Sales Tax \$1.14M better than original budget
 - Provided ability to fund COLA & Market Adjustments
- EMS Revenues better than budget
 - Offset increased personnel costs related to Public Safety staff shortages
- Interest & Misc.
 - Better than budget due to interest rates & FEMA funding
- Maintenance better than budget
 - Some street paving projects in progress
- Services & Other Expenses better than budget
 - Supply shortages & reductions to help offset other inflationary pieces
 - Mid-year adjustment required to move funds to FY2023 for remaining streets projects and supply shortages

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FY2022 General Fund Year-End Estimates Revenues

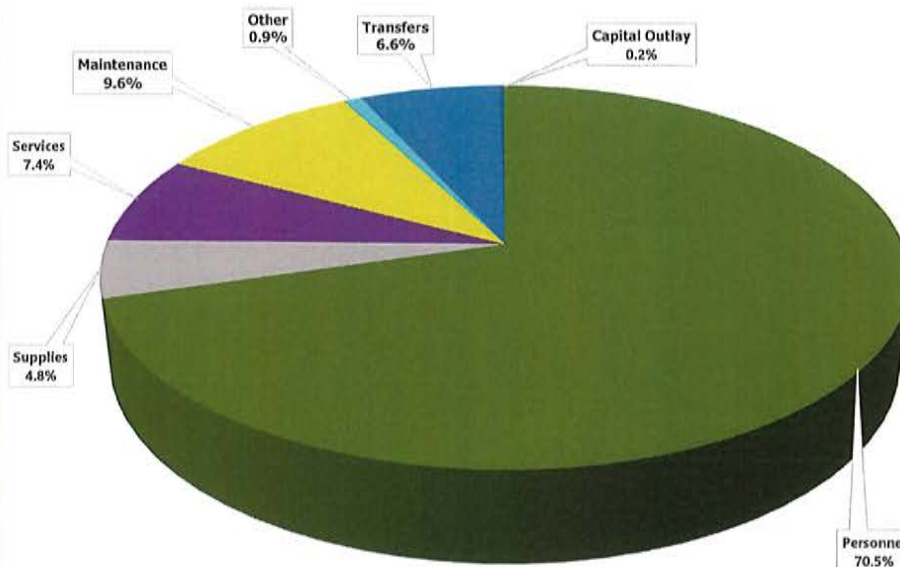


FY2022 Budget %

- Property Tax 35.2%
- Sales Tax 28.3%
- Services 15.6%
- Intergovernmental 4.9%
- Franchise Fees 6.4%



FY2022 General Fund Year-End Estimates Expenses



FY2022 Budget %

- Personnel 70.5%
- Maintenance 11.9%
 - Streets included – due to timing of paving, some projects will carryover to FY2023
- Services 8.2%
 - Reduced to offset gas & other increases
- Supplies 4.8%
- Transfers 2.5%
 - Increase due to mid-year budget adjustment to transfer some FY2021 excess funds



FY2022 Water Fund Year-End Estimates

WATER FUND - BUDGET SUMMARY

	FY2022 Original Budget	FY2022 Current Budget	FY2022 Estimated	Better/Worse Than Original Budget	Better/Worse Than Current Budget
REVENUES					
Service Revenues	13,688,761	13,688,761	14,069,963	381,202	381,202
Grant Revenue	-	-	199	199	199
Interest and Miscellaneous	17,000	47,201	73,629	56,629	26,428
TOTAL REVENUES	\$ 13,705,761	\$ 13,735,962	\$ 14,143,790	\$ 438,029	\$ 407,828
EXPENDITURES					
Personnel	3,533,787	3,729,640	3,673,917	(140,130)	55,723
Supplies	824,367	815,336	789,376	34,991	25,960
Maintenance	972,356	1,098,314	901,724	70,633	196,591
Services	1,088,446	1,101,970	1,088,573	(127)	13,397
Other Expenses	314,371	97,519	84,361	230,010	13,158
Capital	125,200	135,965	136,493	(11,293)	(528)
Operating Transfers Out	6,847,233	6,948,733	6,947,531	(100,298)	1,202
TOTAL EXPENDITURES	\$ 13,705,760	\$ 13,927,477	\$ 13,621,974	\$ 83,787	\$ 305,503
CHANGE IN NET POSITION	-	(191,514)	\$ 521,816		
RESERVE %	26.0%	30.0%	30.7%		



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FY2022 Water Fund Year-End Estimates

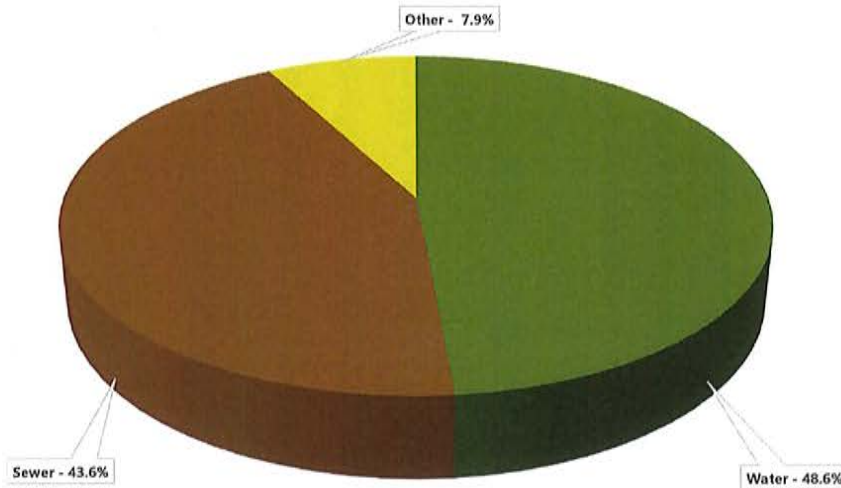
Notables

- Water Revenues \$200K better than budget
- Sewer Revenues \$170K better than budget
- Other Revenues better than budget
 - Interest & Misc – interest rates & FEMA Reimbursement Grant
 - Sale of new meters & taps better than budget
 - Waste Disposal Fees worse than budget \$68K
- Personnel slightly better than amended budget
 - COLA / Market Adjustments covered by better than budget revenues
- Transfers Out – increased due to mid-year budget amendment
- Overall Fund – change in net position of \$520K
 - Carbon (\$186K) budgeted for FY2022 received in FY2023 will require mid-year budget amendment to move funds to FY2023



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FY2022 Water Fund Year-End Estimates Revenues

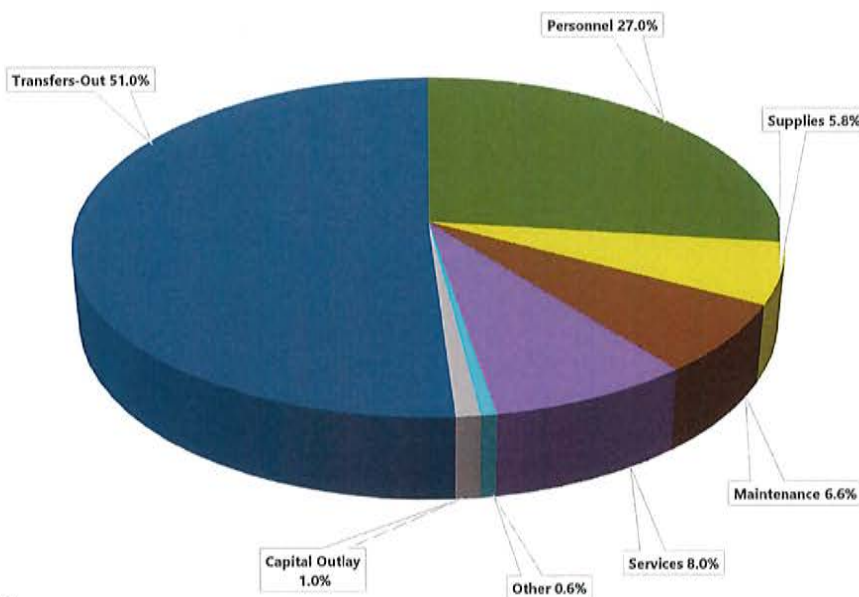


- FY2022 Budget %
 - Water 49.8%
 - Sewer 43.7%
 - Other 6.4%
 - Reuse
 - Waste Disposal
 - Meter, Taps, Misc.



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FY2022 Water Fund Year-End Estimates Expenses



- FY2022 Budget %
 - Personnel 25.8%
 - Transfers – Out 45.9%
 - Increase due to mid-year budget amendment
 - Supplies 6.0%
 - Services 7.9%
 - Maintenance 7.1%



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FY2022 Other Funds Year-End Estimates

PROGRAM FUNDS						
#	Fund Name	FY2022 Beginning Fund Balance	FY2022 Estimated Revenue	FY2022 Estimated Expenditures	FY2022 Estimated Change in Net Position	FY2022 Estimated Ending Fund Balance
1	General	\$ 11,738,186	\$ 32,718,723	\$ 32,341,803	376,920	\$ 12,115,106
2	Water	3,632,554	14,143,790	13,621,974	521,816	4,154,370
3	Garage	9,846	418,467	400,704	17,763	27,609
5	Employee Benefit Trust	350,090	3,716,576	3,733,554	(16,978)	333,112
8	Parkland Dedication	128,717	34,128	77,425	(43,297)	85,420
13	Police - Fire Special Revenue	127,526	62,677	48,508	14,169	141,695
14	Golf	(19,197)	1,105,499	993,453	112,046	92,849
15	Library Memorial	3,702,019	470,612	1,290,641	(820,029)	2,881,991
18	General Asset Replacement	1,090,186	957,479	460,177	497,302	1,587,487
19	Water Asset Replacement	182,641	371,976	44,343	327,634	510,274
20	Hotel Occupancy Tax	1,710,936	1,774,101	1,432,399	341,702	2,052,638
21	P.E.G. Special Revenue	73,791	60,974	55,385	5,588	79,379
22	Muni Court Special Revenue	99,527	84,636	88,855	(4,220)	95,307
26	Landfill	814,869	44,228	20,327	23,901	838,771
28	Landfill Post Closure	2,412,687	17,109	-	17,109	2,424,687
29	Development Services	78,754	943,588	1,029,199	(85,610)	(6,856)
50	General Debt Service	1,267,807	2,924,918	2,874,304	50,614	1,318,421
51	TIRZ #1	58,605	51,650	-	51,650	110,255
53	Water Debt Service	1,764,408	4,324,491	4,304,068	20,423	1,784,831
68	History Center	226,296	20,270	22,011	(1,741)	224,555
83	Library Endowment	1,411,778	(148,524)	6,850	(155,374)	1,256,403
84	Cailloux Theater Endowment	674,144	4,512	103,157	(98,645)	575,499
85	Grant	2,949,288	4,256,695	3,057,480	1,199,215	4,148,503
90	Insurance Reserve	238,494	143,268	155,251	(11,982)	226,512
TOTAL:		\$ 34,723,951	\$ 68,501,844	\$ 66,161,869	\$ 2,339,976	\$ 37,058,818

Notables:

- Golf will be moving to General Fund in FY2023
- HOT - Committed transfer to HHHC project
- Library Memorial - Committed transfer to HHHC project
- Grant Fund - holding ARPA funds to be transferred for Council-approved projects
- Parkland Dedication - Committed transfer to Fitness Pad project



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FY2022 Year-End Estimates

Questions?



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FY2023 Update

CITY OF KERRVILLE, TEXAS BUDGET FISCAL YEAR 2023



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FY2023 General Fund As of October 31, 2022

GENERAL FUND - BUDGET SUMMARY

	FY2023 Budget	FY2023 YTD Estimate	FY2023 YTD Actual	Better/Worse Than Budget Estimate	FY2022 YTD	Better/Worse Than FY2022 YTD
REVENUES						
Property Tax	11,426,842	549,673	527,148	(22,525)	793,253	(266,105)
Sales Tax	10,539,585	784,430	884,091	99,661	731,700	152,391
Franchise Fees	2,041,275	1,523	2,354	831	57	2,297
Total Taxes	24,007,682	1,335,627	1,413,594	77,967	1,525,011	(111,417)
Permits and Fees	179,884	13,885	8,695	(5,190)	2,230	6,465
Intergovernmental Revenue	1,679,980	210,102	230,937	20,835	369,543	(138,606)
Service Revenue	4,581,617	356,245	271,879	(84,366)	309,986	(38,107)
Recreation Revenue	1,813,950	130,152	140,409	10,257	150,559	(10,150)
Fines and Forfeitures	446,700	34,098	32,367	(1,731)	24,347	8,021
Grant & Donation Revenue	52,800	4,030	1,671	(2,359)	4,171	(2,499)
Interest and Miscellaneous	322,962	24,653	20,681	(3,972)	14,465	6,216
Operating Transfer In	2,271,484	189,711	185,955	(3,756)	185,926	29
TOTAL REVENUES	\$ 35,357,039	\$ 3,634,130	\$ 2,306,188	\$ 7,685	\$ 2,586,238	\$ (280,050)
EXPENDITURES						
Personnel	25,160,450	2,138,638	2,130,079	23,030,371	1,877,836	(252,243)
Supplies	1,918,012	163,031	105,939	1,812,073	81,179	(24,760)
Maintenance	3,979,009	338,216	442,619	3,536,390	218,791	(223,828)
Services	2,862,947	243,351	625,657	2,237,290	490,198	(135,459)
Other Expenses	629,511	53,508	59,980	569,531	49,037	(10,943)
Capital Outlay	15,000	1,206	-	15,000	-	-
Operating Transfers Out	792,110	66,009	66,009	726,101	-	(66,009)
TOTAL EXPENDITURES	\$ 35,357,038	\$ 3,003,959	\$ 3,430,283	\$ 31,926,756	\$ 2,717,041	\$ (426,324)



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FY2023 Water Fund As of October 31, 2022

WATER FUND - BUDGET SUMMARY

	FY2023 Budget	FY2023 YTD Estimate	FY2023 YTD Actual	Better/Worse Than Budget Estimate	FY2022 YTD	Better/Worse Than FY2022 YTD
REVENUES						
Water	7,123,558	656,080	661,526	5,446	612,252	49,274
Sewer	6,468,542	517,483.36	516,793	(690)	522,611	(5,818)
Reuse	177,844	21,341	18,646	(2,695)	18,913	(267)
Waste Disposal	415,000	30,046	30,452	406	32,831	(2,379)
Grants - Donations	-	-	-	-	-	-
Interest & Misc	31,000	2,480	11,121	8,641	1,337	9,784
Taps & Meters / Other Services	467,000	33,250	30,912	(2,339)	31,598	(687)
Total Revenue	\$ 14,682,944	\$ 1,260,681	1,269,449	\$ 8,769	\$ 1,219,542	\$ 49,907
EXPENDITURES						
Personnel	4,055,517	344,719	349,408	(4,689)	315,161	(34,247)
Supplies	939,779	76,122	37,826	38,296	19,317	(18,509)
Maintenance	1,183,268	95,845	62,269	33,576	40,786	(21,483)
Services	1,069,329	86,616	162,449	(75,833)	178,945	16,496
Other Expenses	328,678	26,623	17,449	9,174	562	(16,887)
Capital	143,920	11,658	5,384	6,274	8,890	3,506
Operating Transfers Out	6,965,453	1,001,492	1,001,492	-	570,603	(430,889)
TOTAL EXPENDITURES	\$ 14,685,944	\$ 1,643,074	\$ 1,636,277	\$ 6,797	\$ 1,134,264	\$ 6,797

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Upcoming

Dec-22

Audit

Continue Budget Planning - Assets / Maintenance

Budget Award Application

Feb-23

Annual Comprehensive Financial Report Presentation

Begin Revenue Estimates for FY2024 Budget

Begin Personnel Estimates for FY2024 Budget

Departments begin work on operational plans FY2024 Budget

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Questions?



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

SUBJECT: Appointment to the Food Service Advisory Board.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** November 17, 2022

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$0	\$0	\$0	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

One term remains vacant.

One application has been received: Rebecca Dittmar.

Interview team is Place 1 Councilmember Garcia and Place 4 Councilmember Hughes.

Staff Liaison is Daryl Poe.

RECOMMENDED ACTION:

Appoint member.



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

SUBJECT: Appointment(s) to the Library Advisory Board.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** October 6, 2022

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$0	\$0	\$0	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Three terms expire January 2023.

Two of these positions are appointed by City Council, and one position is appointed by the County Commissioners, historically being a County Commissioner.

Three applications have been received: Barbara Jansen, Axel Peterson, Lana Tatsch.

Staff liaison is Danielle Brigati.

The interview team is Councilmember Herring and Councilmember Hughes.

RECOMMENDED ACTION:

Appoint member(s).



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

SUBJECT: Appointment(s) to the Parks & Recreation Advisory Board.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** October 18, 2022

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$0	\$0	\$0	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

The Parks and Recreation Advisory Board has one vacancy due to a member resignation. Ten applications have been received: Marie Baker, Dalton Dover, Melissa Downs, Justin Ferrell, Stephen Lynch, Russell Nemky, Julie Pancake, Chad Portie, Mary Stone, Wynita Yancy.

The Interview Team is Councilmember Clarkson and Councilmember Herring.

RECOMMENDED ACTION:

Appoint member(s).



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

SUBJECT: Appointment(s) to the Recovery Community Coalition.

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** October 25, 2022

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$0	\$0	\$0	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Three terms expire December 31, 2022.

Five applications have been received: Deanna Allen, Katelynn Christopher, Aaron Edmiston, Richard Elliot, Christa Lovett.

Interview Team is Councilmember Place 1 Roman Garcia and Councilmember Place 3 Joe Herring, Jr.

Staff liaison is Chief Eric Maloney.

RECOMMENDED ACTION:

Appoint member(s).



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

SUBJECT: Appointment(s) to the Planning & Zoning Commission. (Item eligible for Executive Session 551.074).

AGENDA DATE OF: December 13, 2022 **DATE SUBMITTED:** October 6, 2022

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$0	\$0	\$0	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Four terms expire January 1, 2023.

Four applications have been received: David Lipscomb (eligible for reappointment), Tabor McMillan (eligible for reappointment), Kimberly Richards, Michael Sigerman (eligible for reappointment).

The interview team is Councilmember Clarkson and Councilmember Hughes.

Drew Paxton is staff liaison.

RECOMMENDED ACTION:

Appoint member(s).