

**AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING**

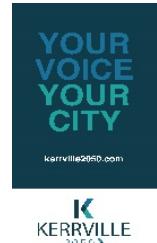
**TUESDAY, SEPTEMBER 24, 2019, 6:00 P.M.**

**KERRVILLE CITY HALL, COUNCIL CHAMBERS**

**701 MAIN STREET, KERRVILLE, TEXAS**



**KERRVILLE CITY COUNCIL AGENDA  
REGULAR COUNCIL MEETING  
SEPTEMBER 24, 2019, 6:00 PM  
CITY HALL COUNCIL CHAMBERS  
701 MAIN STREET, KERRVILLE, TEXAS**



*The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-257-8000 for further information.*

*Citizens may speak to the City Council. Prior to speaking, each speaker must fill out the speaker request form and submit it to the City Secretary. The speaker request form must be submitted before the item is called or read into record. Each speaker is limited to four minutes.*

**CALL TO ORDER:**

*Mayor Bill Blackburn*

**INVOCATION:**

*Offered by Mayor Blackburn*

**PLEDGE OF ALLEGIANCE TO THE FLAG:**

*Led by Mayor Blackburn*

**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 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.*

**3 PRESENTATIONS:**

3.A. Proclamation: Recovery Month September 2019.

Attachments:

[20190924\\_Proclamation\\_Recovery Month September 2019.pdf](#)

**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. 33-2019. A Resolution repealing specified resolution which address various aspects of the City's development process but which are no longer necessary or applicable based upon the adoption of a new zoning code by City Council.

Attachments:

[20190827\\_Resolution 33-2019 Zoning Code repealing specified resolutions.pdf](#)

4.B. Resolution No. 38-2019. Adoption of the 2019-2023 Airport Strategic Plan.

Attachments:

[20190924\\_Resolution\\_38-2019 Adopting 2019-2023 Airport Strategic Plan for Kerrville-Kerr](#)

[County Airport.pdf](#)

[2019-2023 KERV Airport Strategic Plan.pdf](#)

4.C. Resolution No. 39-2019. A Resolution approving the budget for Kerr Emergency 9-1-1 Network for Fiscal Year 2019.

Attachments:

[20190924\\_Resolution\\_39-2019 Approving Budget for Kerr Emergency 911 Network Fiscal Year 2019.pdf](#)

[20190916\\_2020 Kerr 9-1-1 Budget Summary.pdf](#)

[20190916\\_Kerr 9-1-1 2020 Budget - Proposed.pdf](#)

 4.D. Renew Geographic Information System Enterprise License Agreement with Environmental Systems Research Institute, Inc.

Attachments:

[20190904\\_Contract\\_ESRI Contract.pdf](#)

[20190904\\_Agreement\\_ESRI Master Agreement.pdf](#)

[20190904\\_Exhibit\\_Exhibit A.pdf](#)

[20190904\\_Miscellaneous\\_ESRI Maintenance Program.pdf](#)

4.E. Minutes for the City Council workshop held September 10, 2019.

Attachments:

[20190924\\_Minutes\\_Council workshop 9-10-19.pdf](#)

4.F. Minutes for the City Council meeting held September 10, 2019.

Attachments:

[20190924\\_Minutes\\_Council meeting 9-10-19.pdf](#)

4.G. Minutes for the Kerrville-Kerr County Joint workshop held September 16, 2019.

Attachments:

[20190924\\_Minutes\\_City-County Workshop 9-16-19.pdf](#)

**END OF CONSENT AGENDA**

**5 ORDINANCES, SECOND READING:**

5.A. Ordinance No. 2019-23. Second reading. An Ordinance approving and adopting the City of Kerrville, Texas, Sign Code, a comprehensive rewrite of the City's sign regulations in accordance and aligned with the Kerrville Comprehensive Plan (Kerrville 2050); said rewrite to be known as the "City of Kerrville, Texas Sign Code" and found within a new Chapter 92 of the City's Code of Ordinances, which will repeal and replace Article II of Chapter 6 of the City's Code of Ordinances; adopting revised regulations concerning the installation and maintenance of signs within the City of Kerrville, Texas, and within the extraterritorial jurisdiction of the City; 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.

Attachments:

[20190924\\_Attachment\\_Summary of Sign Code changes from 9-10-19 Council.pdf](#)

[20190924\\_Ordinance\\_2019-23 Sign Code revision Second reading.pdf](#)

[Ch 92 Sign Code\\_091619 Redlines.pdf](#)

5.B. Ordinance No. 2019-21. Second reading. An Ordinance adopting the annual budget for the City of Kerrville, Texas, Fiscal Year 2020; providing appropriations for each City department and fund; containing a cumulative clause; and containing a savings and severability clause.

Attachments:

[20190924\\_Ordinance\\_2019-21 Adopting Annual Budget for Fiscal Year 2020 - 2nd reading.pdf](#)  
[20190924\\_Ordinance\\_Calendar.pdf](#)

5.C. Ordinance No. 2019-20. Second reading. An Ordinance levying an ad valorem tax for the use and the support of the Municipal Government for the City of Kerrville, Texas, for Fiscal Year 2020; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid.

Attachments:

[20190924\\_Ordinance\\_2019-20 Ad Valorem Tax for year 2019 - FY2020 - 2nd reading.pdf](#)  
[20190924\\_Ordinance\\_Calendar.pdf](#)



5.D. Ordinance No. 2019-22. Second reading. An Ordinance creating a "Planned Development District" for agricultural, commercial, mixed-use, office, open space, residential, and wireless telecommunication facilities on tracts of land making up an approximate 264.22 acres, as defined herein, and within the City of Kerrville, Kerr County, Texas; and more generally located southeast of the intersection of Farm-to-Market Road 783 (Harper Highway) and Interstate 10 and adjacent to and north of Holdsworth Drive; adopting a concept plan and conditions related to the development of said district; repealing Ordinance Nos. 2004-15 and 2017-19, which established the previous zoning of the property, containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed \$2,000 for each day of violation of any provision hereof; ordering publication; and providing other matters relating to the subject.

Attachments:

[20190924\\_Ordinance\\_2019-22 Planned Development District PDD at Holdsworth and Harper Hwy - 2nd reading.pdf](#)  
[20190910\\_EXHIBIT A\\_for Ord 2019-22 PDD Holdsworth - Harper Road.pdf](#)  
[20190910\\_EXHIBIT B DRAFT\\_Ord 2019-22 Land Use Table Draft.pdf](#)  
[20190910\\_EXHIBIT C DRAFT\\_Ord 2019-22 Concept Plan-PDD\\_draft.pdf](#)

## **6    CONSIDERATION AND POSSIBLE ACTION:**

6.A. Resolution No. 37-2019. A Resolution amending the City of Kerrville Fee Schedule by revising fees charged for various services and uses provided or offered by the City.

Attachments:

[20190924\\_Resolution\\_37-2019 Amending Fee Schedule effective 10-01-19.pdf](#)  
[20190924\\_resolution\\_fee schedule.pdf](#)

6.B. Resolution No. 40-2019. A Resolution nominating a candidate(s) to Kerr Central Appraisal District Board of Directors. (This item is eligible for Executive Session, Section 551.074: Personnel Matters.)

Attachments:

[20190924\\_Resolution\\_40-2019 Nominating Candidate\(s\) to Kerr Central Appraisal District.pdf](#)  
[20190924\\_Requirements\\_KCAD Board Eligibility requirements.pdf](#)

## **7    INFORMATION & DISCUSSION:**

7.A. Financial update for the month ended August 31, 2019.

Attachments:

[20190924\\_Report\\_August 2019 financial summary.pdf](#)  
[20190924\\_Report\\_August 2019 financial presentation.pdf](#)

**K 8 BOARD APPOINTMENTS:**

KERRVILLE 8.A. Appointments to the Main Street Advisory Board.

**9 ITEMS FOR FUTURE AGENDAS:**

*City Council may suggest items or topics for future agendas.*

**10 EXECUTIVE SESSION:**

*City Council may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above including 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.*

10.A. Section 551.074: PERSONNEL MATTERS: Resolution No. 40-2019. A Resolution nominating a candidate(s) to Kerr Central Appraisal District Board of Directors.

**11 ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY:**

**ADJOURNMENT**



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

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**SUBJECT:** Proclamation: Recovery Month September 2019.

**AGENDA DATE OF:** September 24, 2019      **DATE SUBMITTED:** Sep 06, 2019

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20190924\\_Proclamation\\_Recovery Month September 2019.pdf](#)

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

**PAYMENT TO BE MADE TO:** N/A

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**Kerrville 2050 Item?** No

**Key Priority Area** N/A

**Guiding Principle** N/A

**Action Item** N/A

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**SUMMARY STATEMENT:**

Recognize September 2019 as Recovery Month in Kerrville Texas.

**RECOMMENDED ACTION:**

Present Proclamation

# PROCLAMATION

**WHEREAS,**

*the impact of mental and substance use disorders is apparent in our local community; and through Recovery Month we work to promote and support evidence-based treatment and recovery practices, the emergence of a strong and proud recovery community, and the dedication of service providers and citizens across our community, and the nation who make recovery in all its forms possible; and*

**WHEREAS,**

*prevention of mental and substance use disorders works, treatment is effective, and people can and do recover in our area, and around the nation; and*

**WHEREAS,**

*preventing and overcoming mental and substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and*

**WHEREAS,**

*we must encourage relatives and friends of people with mental and substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and*

**WHEREAS,**

*the 2019 Recovery Month emphasizes the need to share resources and build networks across our community and to support recovery. It reminds us that mental and substance use disorders affect us all, and that we are all part of the solution. Your efforts can help reduce the stigma around the impact of mental and substance use disorders, and support individuals living in recovery; and*

**WHEREAS,**

*to help more people achieve and sustain long-term recovery, Kerrville Recovery Community Coalition and Communities Project of Kerrville, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), invite all residents of Kerrville, Texas to participate in National Recovery Month.*

**NOW, THEREFORE,** I, Bill Blackburn, Mayor of the City of Kerrville, do hereby proclaim the month of September as

## “RECOVERY MONTH”

*in Kerrville and call upon the people of Kerrville to observe this month with appropriate programs, activities, and ceremonies to support this year’s Recovery Month theme, “Join the Voices for Recovery: Together We Are Stronger”.*



*In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Kerrville to be affixed this 24th day of September 2019.*

*Bill Blackburn, Mayor*



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

**SUBJECT:** Resolution No. 33-2019. A Resolution repealing specified resolutions which address various aspects of the City's development process but which are no longer necessary or applicable based upon the adoption of a new zoning code by City Council.

**AGENDA DATE OF:** September 24, 2019      **DATE SUBMITTED:** Jul 15, 2019

**SUBMITTED BY:** Drew Paxton

**EXHIBITS:** 20190827\_Resolution 33-2019 Zoning Code repealing specified resolutions.pdf

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

**PAYMENT TO BE MADE TO:** N/A

<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	L - Land Use
<b>Guiding Principle</b>	C5. Establish clear guidelines for code enforcement and zoning, educate the public on the value and importance of property maintenance, and focus on proactive code enforcement and maintaining minimum property standards.
<b>Action Item</b>	C5.12 - Engage third-party services to assist with the review and rewrite of existing City codes, including the zoning and subdivision ordinances and zoning map, to ensure they are consistent with and support Kerrville 2050

## **SUMMARY STATEMENT:**

Through the review and update to several Development Services' processes and with the adoption of the new zoning code, the following related Resolutions need to be repealed as well. These consist of outdated fee schedule (Res. 79-121), Planning and Zoning Commission meeting rules (Res. 99-328, 180-2001, 52-2003), establishing a process for P&Z member appointments (Res. 07-2006), the creation of the Zoning Ordinance Input Committee (ZOIC), and the development site plan approval process.

Resolution 033-2009 adopted a procedure for review and approval of the Development

Resolution 033-2009 adopted a procedure for review and approval of the Development Site Plan. The new zoning code no longer requires approval of a Development Site Plan, and this process has been merged into our standard project review process. Through the Development Services Process Improvement project, this was an item identified to be moved within the development process in order to better accommodate the customers and staff reviewers.

Resolutions 99-328, 180-2001, and 52-2003 adopted certain rules and governing conduct of the Planning and Zoning Commission (P&Z). Many of these rules for the P&Z are included in the new zoning code.

Resolutions to be repealed:

Resolution No. 79-121 (fees)

Resolution No. 95-122 (establishment of alternate process)

Resolution No. 99-328 (meeting rules)

Resolution No. 180-2001 (meeting rules)

Resolution No. 52-2003 (Planning and Zoning Commission rules)

Resolution No. 07-2006 (consideration of applicants to Planning and Zoning Commission)

Resolution No. 08-2009 (establishment of ZOIC)

Resolution No. 49-2009 (continuation of ZOIC)

Resolution No. 33-2009 (development site plan)

**RECOMMENDED ACTION:**

Approve the resolution.

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 33-2019**

**A RESOLUTION REPEALING SPECIFIED  
RESOLUTIONS WHICH ADDRESS VARIOUS ASPECTS  
OF THE CITY'S DEVELOPMENT PROCESS BUT  
WHICH ARE NO LONGER NECESSARY OR  
APPLICABLE BASED UPON THE ADOPTION OF A  
NEW ZONING CODE BY CITY COUNCIL**

**WHEREAS**, City Council is in the process of approving and adopting a new Zoning Code, said code to be known as the "City of Kerrville, Texas, Zoning Code" ("Zoning Code"), which will be found within a new Chapter 60 of the City's Code of Ordinances; and

**WHEREAS**, as part of the adoption and upcoming application of the Zoning Code, staff reviewed the development processes and requirements with respect to such matters and found several existing resolutions, which established various policies and procedures as to the development process that will no longer be necessary or required based upon the new Zoning Code; and

**WHEREAS**, following this review, staff is recommending that City Council repeal the resolutions listed below, as such will no longer be applicable to the City's development process; and

**WHEREAS**, based upon the adoption of the Zoning Code and staffs' review of the development process, City Council finds it to be in the public interest to repeal the resolutions listed below;

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

City Council hereby repeals the following resolutions:

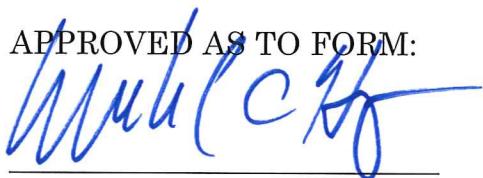
- Resolution No. 79-121 (fees)**
- Resolution No. 95-122 (establishment of alternate process)**
- Resolution No. 99-328 (meeting rules)**
- Resolution No. 180-2001 (meeting rules)**
- Resolution No. 52-2003 (Planning and Zoning Commission rules)**
- Resolution No. 07-2006 (consideration of applicants to Planning  
and Zoning Commission)**
- Resolution No. 08-2009 (establishment of ZOIC)**
- Resolution No. 49-2009 (continuation of ZOIC)**
- Resolution No. 33-2009 (development site plan)**

PASSED AND APPROVED ON this the \_\_\_\_\_ day of  
A.D., 2019.

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Bill Blackburn, Mayor

APPROVED AS TO FORM:

A blue ink signature in cursive script, appearing to read "Michael C. Hayes".

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Michael C. Hayes, City Attorney

ATTEST:

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Shelley McElhannon, City  
Secretary



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

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**SUBJECT:** Resolution No. 38-2019. Adoption of the 2019-2023 Airport Strategic Plan.

**AGENDA DATE OF:** September 24, 2019      **DATE SUBMITTED:** Jul 29, 2019

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20190924\\_Resolution\\_38-2019 Adopting 2019-2023 Airport Strategic Plan for Kerrville-Kerr County Airport.pdf](#)  
[2019-2023 KERV Airport Strategic Plan.pdf](#)

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

**PAYMENT TO BE MADE TO:** N/A

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

**SUMMARY STATEMENT:**

The Joint Airport Board has completed their work on an updated Airport Strategic Plan. As one of the owners of the jointly-owned airport property, and a key stakeholder throughout the strategic planning process, the City Council received a presentation of the Strategic Plan from the Airport Board on September 16, 2019.

**RECOMMENDED ACTION:**

Adoption by Resolution.

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 38-2019**

**A RESOLUTION ADOPTING THE 2019-2023 AIRPORT  
STRATEGIC PLAN FOR THE KERRVILLE/KERR  
COUNTY AIRPORT**

**WHEREAS**, the Kerr/Kerr County Airport (“Airport”) is jointly owned by the City of Kerrville, Texas (“City”), and Kerr County, Texas (“County”); and

**WHEREAS**, pursuant to Chapter 22, Texas Transportation Code, the Joint Airport Board (“Board”), whose members are each appointed by the City and County, is an independent body consisting of five members, which oversees the operations of the Airport pursuant to authority granted by state law; and

**WHEREAS**, in 2018, the Board voted to update the Airport Strategic Plan (the “Plan”), dated May 4, 2009; and

**WHEREAS**, over the next twelve months, the Board, along with representatives of the City and County and other stakeholders and persons interested in the Airport, considered the Plan in meetings and workshops, and developed, worked through, and considered data, internal stakeholder interviews, and survey responses from users of the Airport, as well as subsequent analysis after conducting site visits to peer airports; and

**WHEREAS**, the purpose of the Plan is to provide direction and guidelines for making decisions regarding the future development of the Airport while making certain the Airport is in alignment with the goals and aspirations of the citizens of Kerrville and Kerr County and the governmental entities that represent them; and

**WHEREAS**, the Plan includes the foundation of a strategy developed by the Board as to the mission, vision, and values, as well as strategic initiatives, for the upcoming five-year period (2019-2023) as to the management and operation of the Airport; and

**WHEREAS**, the Board, at a meeting held on September 16, 2019, that was open to the public, presented the Plan to City Council and the Commissioners Court; and

**WHEREAS**, following this presentation, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to adopt the Plan; and

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

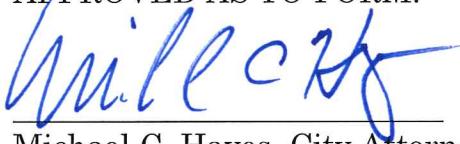
City Council hereby adopts the *2019-2023 Airport Strategic Plan for the Kerrville/Kerr County Airport*, which is attached as **Exhibit A**.

**PASSED AND APPROVED ON** this the \_\_\_\_\_ day of  
A.D., 2019.

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Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

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Shelley McElhannon, City  
Secretary

# KERRVILLE/KERR COUNTY AIRPORT

## STRATEGIC PLAN 2019 – 2023

JUNE 1, 2019





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## I. INTRODUCTION AND PURPOSE

This strategic plan was developed by a team consisting of Kerrville-Kerr County Airport Manager Mary Rohrer and Joint Airport Board members Ed Livermore, Jim Mans, Keith Miller, Mark Mosier, Bill Wood and Trey Atkission. Others involved in the project through workshops and meetings included City of Kerrville representatives Bill Blackburn, Judy Eychner, Delayne Sigerman, Mark McDaniel and E.A. Hoppe; Kerr County representatives Rob Kelly, Jonathan Letz and Tom Moser; Joe Kennedy, of Kerrville Aviation; Gil Salinas, of the Kerr Economic Development Corp.; Walt Koenig, of the Kerrville Area Chamber of Commerce; and Carole Dungan, airport executive assistant.

### PURPOSE

The purpose of this plan is to provide direction and guidelines for making decisions regarding the future development of the airport while making certain the airport is in alignment with the goals and aspirations of the citizens of Kerrville and Kerr County and the governmental entities that represent them.

This plan includes the foundation of our strategy, including our mission, vision and values, as well as our strategic initiatives for the upcoming five-year period.

## II. BACKGROUND AND HISTORY

### BRIEF HISTORY OF THE AIRPORT

The first aircraft landing in Kerrville was in 1913 and was a Curtis Pusher biplane flown by a Frenchman. Numerous flights here by Dan Moran, president of Continental Oil Company, proved how important an airport would be here. He utilized aviation to visit his Hill Country ranch. Today, that property is Mo-Ranch, as Moran later donated the property to the Presbyterian Church for a camp.

The current airport was established in 1941 when the city secured about half of the current airport property from the Goss family in an unfriendly transaction. Lore has it that the then mayor lost part of his ear in a related scuffle on the federal courthouse steps where the purchase was finalized, apparently by seizure.

An additional 297 acres were purchased and added to the airport property. The Schreiner and Peterson families recognized the importance of aviation. Each gave \$10,000 for immediate improvements; this was a considerable sum in 1941.

A new airport replaced the old one for two reasons: the federal government was establishing emergency landing sites at civil airports for civilian and military use, and a Navy pilot training program was set to come to our town. The old site would not accommodate the needed cross wind runway requirement.

The Federal Government appropriated \$299,000 to build two runways, taxiway and apron. The runways were lit, and a beacon was placed nearby on a hill. The first hangar at Schreiner Field was an 80 foot by 100 foot Butler building.

The government was gearing up for World War II, raging already in Europe. The U.S. Navy soon opened a pilot program. Students were housed at Schreiner Institute (now Schreiner University.)

The Navy program ended with the conclusion of World War II. The airport sat quietly until 1952 when Al Mooney announced the opening of his airplane manufacturing plant in Kerrville. Commitments between he and the town were signed Dec. 20, 1952. By 1953, the plant employed 500 workers, which later increased to 600.

In 1953, Kerrville gained its first airline service. Trans Texas Airways began operating four daily flights using Douglas DC-3s. At the time, the field had a restaurant.

A momentous day came in 1957 when the county accepted 50% ownership of Schreiner Field. That beneficial partnership remains to today and exists in complete harmony regarding airport operations.

By 1976, the ratio of private aircraft ownership to population in Kerr County was twice that of the remainder of Texas. The reasons for air travel back then remain the same today: local festivals, business, hunting, retirement, camps, second homes in the Hill Country and ranch ownership. Without question, the county's ranch economy would suffer without a quality airport for owners who frequently fly here.

Kerrville Flying Service, forerunner of today's Kerrville Aviation, was formed prior to WWII. Following the war, civilian pilot training surged. By 1948, the flying service had 13 iconic trainers and 52 students on the GI Bill.

Lloyd Sieker wrote an interesting history filled with many details about the field's history throughout the 1960s, 1970s and the 1980s. Refer to it for more of this story. Significant actions in those years included the purchase of Kerrville Flying Service by the city and county. Charlie Dugosh became the airport manager. Dugosh later established an aircraft repair business specializing in Mooney planes that remains in operation today.

In 1983, the airport board leased the fixed based operation to John Miller, who subsequently sold to Bob Woodward in 1986. Later, he sold to Joe Kennedy who operates Kerrville Aviation today.

There was not always the current peace between the city and county over the airport. The managing board was composed of two county commissioners and two city council members and a fifth director from the public. The board wisely decided to resolve management issues and philosophical differences by forming an independent airport board in 2011, charged with acting in the best interest of both owners. This decision has proven to work extraordinarily well.

Kerrville – Kerr County Airport was named Texas' outstanding general aviation airport in 2011. Our manager at the time, Bruce McKenzie, was named Texas' airport manager of the year in 2016. In 2009-2010, the airport

received around \$12 million in federal stimulus funds for taxiway, drainage and other extensive improvements. An aerial of the airport with the property boundary identified is shown in Exhibit A.

## ECONOMIC ROLE AND IMPACT

The Texas Department of Transportation (TxDOT) Aviation Division commissioned an economic impact study to measure the economic impact of the state's aviation system from 289 general aviation airports. The study was issued in the summer of 2018. TxDOT uses this data to fund infrastructure and development projects to support economic growth. Shown in Exhibit B are the study results pertaining to our Kerrville airport.

Kerrville – Kerr County Airport's economic drivers are direct impacts totaling \$17.5 million from the following:

- On-airport jobs
- Capital improvements
- Visitor impacts

This data is put into the TxDOT model, which then calculates the multiplier impact due to re-spending. Our employees spend a part of their incomes locally, while visitors stay at hotels, ranches and camps -- all boosting economic activity throughout the area. Such spending and direct economic impacts then combine for the airport's total impact of \$38.3 million.

## AIRPORT GOVERNANCE

Kerrville/Kerr County Airport is jointly owned by The City of Kerrville and Kerr County, Texas. The airport is managed by an independent airport board consisting of five members.

That board selects and hires an airport manager. The Airport Manager hires a staff and runs day-to-day operations.

## III. STRATEGIC PLANNING OVERVIEW

At its July 17, 2018, meeting, the board's directors voted to update the Airport Strategic Plan dated May 4, 2009. The city and county representatives present at the meeting, expressed their firm support for this effort. It was decided not to engage an outside facilitator, but use the talents of existing board members guided by *"Creating Your Strategic Plan"* by John M Bryson and Farnum K Alston as a resource. The time period selected as the focus of the plan was 2019-2023.

## CURRENT STATUS OF AIRPORT

The airport currently has 90 based aircraft, including 40 in airport-owned hangars. There are two runways – 03/21 (which is 3,600 feet long) and 12-30 (6,000 feet long) and three instrument approaches. The property consists of 528 acres, with 6.5 miles of fence. The terminal building completed in 2007 is owned by the airport. The primary economic driver is Mooney International, which provides 120 jobs and had a 2014 capital

expenditure of \$14 million. Kerrville Aviation, an independent company, operates as the fixed base operator (FBO) and provides on-airport services and visitor accommodations.

Mary Rohrer was named airport manager in 2018 following Bruce McKenzie's retirement. Current independent board members are William Wood, Dr. Mark Mosier, C. James Mans, Keith Miller and Trey Atkission.

## MANDATES

The airport operates under mandates, which dictate what can and cannot be done there. Such mandates consist of agreements, codes, bylaws, and regulations (See Exhibit C.).

## SUMMARIZED FINANCIAL INFORMATION

Summarized financial information from the Statement of Net Position at the end of Sept. 30, 2018, (the end of the fiscal year) is as follows:

Cash .....	\$530,084
Capital Assets.....	\$17,336,093
Total Assets.....	\$17,877,750
Liabilities.....	\$53,831
Net Position.....	\$17,821,919

A condensed statement of operations for the years ending Sept. 30, 2017, and Sept. 30, 2018, is:

	2017	2018
REVENUES: .....	\$417,272	\$401,180
EXPENSES:		
Salaries and Wages.....	\$194,433	\$210,859
Other.....	\$140,149	\$132,907
Total.....	\$334,583	\$343,767
Revenue less Expenses.....	\$82,689	\$57,413
Intergovernmental.....	\$43,470	\$0
Net.....	\$126,159	\$57,413

(For additional financial information and charts, see Exhibit D.)

## PROJECTED OPERATIONS AND CAPITAL NEEDS

Capital improvements for the airport are in large part funded by TxDOT through its grant programs. Major infrastructure, such as runway improvements are funded 90% by TxDOT and 10% through local funding. An example of these infrastructure projects using CIP grants at the airport is the 12-30 parallel taxiway and Airport Loop relocation project. From the fiscal year of 2008-2009, about \$ 10.4 million was spent by TxDOT and \$704,000 was funded by the airport.

TxDOT also manages an NPE (Non-Primary Entitlement) Grant that funds income-producing projects. The airport has used these grants to fund two existing hangar projects in 2001 and 2013. The proposed hangar project for FY2020 will use NPE funds. Federal budget constraints now limit TxDOT's T-hangar funding to \$600,000. Costs above that threshold would need to be funded by the city and county. (Refer to Exhibit E for more information.)

## IV. STRATEGIC PLANNING PROCESS

The process included the following:

- Data collection
- Internal stakeholder interviews
- Survey responses from airport tenants and businesses
- Selection, analysis, and visits to peer airports

### INTERNAL STAKEHOLDER INTERVIEWS

Exhibit F provides a list of the Internal and External Stakeholders.

Conversations with internal stakeholders were positive and supportive. Suggestions include expanded outreach to the community and more involvement in economic development. (See Exhibit G for more detailed information.)

### AIRPORT TENANTS AND BUSINESS SURVEYS

Survey comments were generally positive. Areas for improvement include better self-service fueling and lower pricing, more consistent service from FBO, more extensive maintenance of the facility, better maintenance of roads and control of weeds, striping of ramps and taxiways, and improvement to the airport's website.

Suggestions include additional T-hangars and box hangars, an avionics shop, a restaurant, a flight school and a mid-taxiway on the main runway. (See Exhibits H (Tenant survey) and Exhibit I (Business Survey) for detailed information.)

## PEER AIRPORTS

Four airports were selected to review and visit to learn how they operate and how such information would be helpful to Kerrville/Kerr County. Airports studied included:

1. Conroe (KCXO) – control tower
2. Fredericksburg (T82) – no control tower
3. McKinney (KTKI) – control tower
4. New Braunfels (KBAZ) – control tower

All these airports are owned by either the city or the county; all have advisory boards except McKinney which functions as a department of the city using city resources. Conroe and Fredericksburg have independently owned FBOs; McKinney and New Braunfels FBOs are operated by their municipalities, having been purchased from independent operators in the last six years as a result of performance issues; none of the airports are building T-hangars.

Major take-aways:

- Conroe – Reliever airport in North Houston; excellent, large, full-service FBO with restaurant; U.S. Customs onsite; managed by Montgomery County, is included in a large master-planned business park; Army Reserve aviation unit on the field.
- Fredericksburg – Hospitality oriented FBO drives the operations and provides capital; independent investor owns and operates much of the full-service operations; most facilities are privately owned, including a restaurant and hotel on the field; funding of small budget comes from fuel flowage fee and County of Gillespie.
- McKinney – Located north of Dallas with full services; airport and FBO managed by city; \$71 million of infrastructure funding over 10 years from TxDOT and McKinney's EDC and city; U.S. Customs are on site; supporting Toyota and Texas Instrument corporate flight offices; new terminal under construction; Cirrus Service Center planned for 2020.
- New Braunfels – Located 30 miles north of San Antonio, infrastructure planning is underway to handle more aviation business traffic. The city provides FBO services; outside investment with funding assistance from the city and EDC was made for new box hangars (Additional details are provided in Exhibit J.)

## SWOT ANALYSIS

Main issues related to strengths, weaknesses, opportunities and threats (SWOT) are:

- **STRENGTHS:** Independent airport board, supportive owners, main 6,000-foot runway and a crosswind runway
- **WEAKNESSES:** Limited availability of premier space, no clear path to capital for development and average service level
- **OPPORTUNITIES:** Improved community outreach, and increase in number and quality of services
- **THREATS (Potential):** Reliance on one major tenant

(Details of the strength, weaknesses, opportunities and threats are included in Exhibit K.)

## MISSION STATEMENT

To provide aviation facilities and services to the Kerrville/Hill Country area by managing airport infrastructure for a safe, efficient, and convenient aviation gateway.

## VALUES

- Safety and security
- Excellence in all we do
- Innovation
- Integrity in all dealings
- Accountability

## VISION STATEMENT

To provide premier services and airport facilities through operational excellence and innovation, while also promoting commercial and local economic development.

## V. STRATEGIC INITIATIVES

The strategic initiatives for 2019-2023 are as follows:

- A. Emphasis on economic development for the airport and the community
- B. Actively address airport improvements and infrastructure (and related financing)
- C. Improvement in service levels for stakeholders and prospective customers
- D. Promotion of the airport and marketing of the airport's brand

## VI. GOALS

### A. ECONOMIC DEVELOPMENT GOALS

1. Build and maintain relationships with economic development entities
2. Focus on high potential business development at the airport
3. Identify properties suitable for development

### B. INFRASTRUCTURE AND FINANCING GOALS

1. Increase number of hangars available for lease
2. Increase Class A space
3. Develop access to finances for infrastructure improvements
4. Substantially improve appearance of airport

### C. SERVICE LEVEL IMPROVEMENT GOALS

1. Improve service to existing customers
2. Increase sales to entities not currently using the airport

### D. PROMOTION OF AIRPORT GOALS

1. Develop a program to actively market the airport to prospective customers and influencers
2. Provide a positive image of the airport through increased communications and outreach
3. Develop and maintain good relationships with internal stakeholders

## VI. OBJECTIVES AND ACTION STEPS

Objectives for each of the above goals and shorter- term action steps are included in Exhibit L. Our plan is to review the status of action steps on a quarterly basis, beginning with the quarter ending June 30, 2019.

## VII. EXHIBITS

- A. Airport Map
- B. Economic Role and Impact
- C. Mandates
- D. Operational and Financial Data
- E. Financial Projections
- F. List of Stakeholders
- G. Stakeholder Interviews
- H. Tenant Surveys
- I. Business Surveys
- J. Peer Airports

K. SWOT Analysis

L. Strategic Initiatives – Objectives and Action Steps

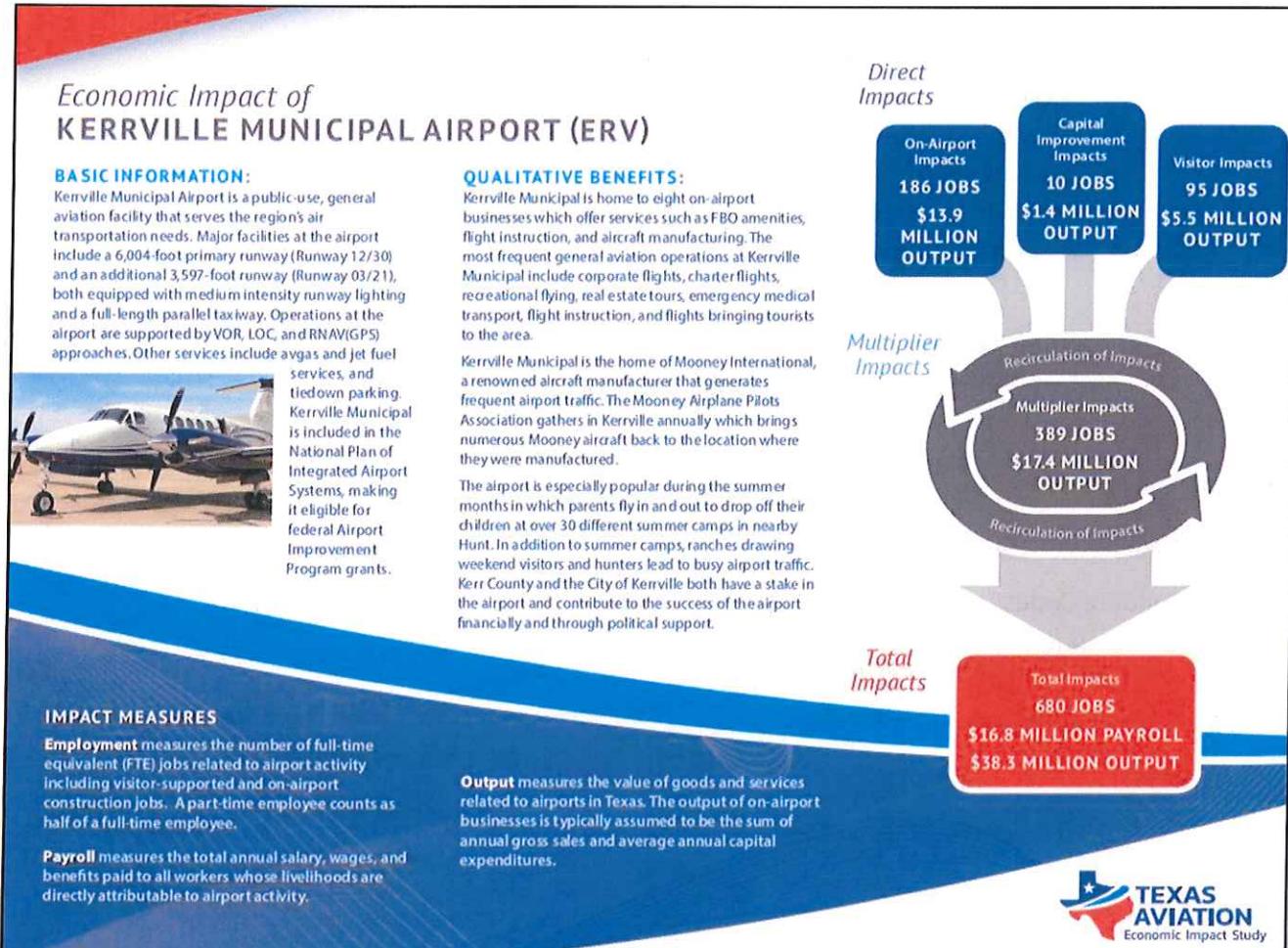
**EXHIBIT A**



## EXHIBIT B

### ECONOMIC ROLE AND IMPACT

#### Texas Aviation Economic Impact Study



#### 2018 TxDOT Economic Impact

On Airport Impacts			Capital Impacts		Visitor Impacts		Total Impacts			Operations
Identifier	Jobs	Output (\$ m)	Jobs	Output (\$ m)	Jobs	Output (\$ m)	Jobs	Payroll (\$ m)	Output (\$ m)	Number (annual)
KERV	186	\$ 13.9	10	\$ 1.4	95	\$ 5.5	680	\$ 16.8	\$ 38.3	60,000
KTKI	284	\$ 85.9	66	\$ 26.1	73	\$ 4.2	993	\$ 64.3	\$ 212.7	107,000
KBAZ	59	\$ 11.4	3	\$ 0.5	51	\$ 3.0	240	\$ 7.7	\$ 27.3	52,000
KCXO	449	\$ 59.6	65	\$ 9.4	79	\$ 4.6	1170	\$ 48.3	\$ 136.3	63,000
T82	42	\$ 6.0	7	\$ 1.0	7	\$ 0.4	103	\$ 4.0	\$ 13.7	15,000

## **EXHIBIT C**

### **MANDATES**

- Interlocal Agreement (Court Order #35729) for the continued existence of the Joint Airport Board to provide management of the Kerrville/Kerr County Airport.
- TxDOT
  - RAMP- Routine Airport Maintenance Program
  - Airport Rules and Standards
  - Guidebook for Managing Small Airports
  - Guidebook for Sponsors- Hangars
  - Guidebook for Sponsors- Airworthiness/Aeronautical Activity
  - Airport Compliance Basics
- Federal Aviation Administration (FAA)
  - Airport Compliance Division- Obligations of Airport Sponsors
- Airport Master Plan
- Airport Minimum Standards
- Local Building Codes
- Texas Transportation Code Chapter 22
- Local Government Code Chapter 241
- Fire Code

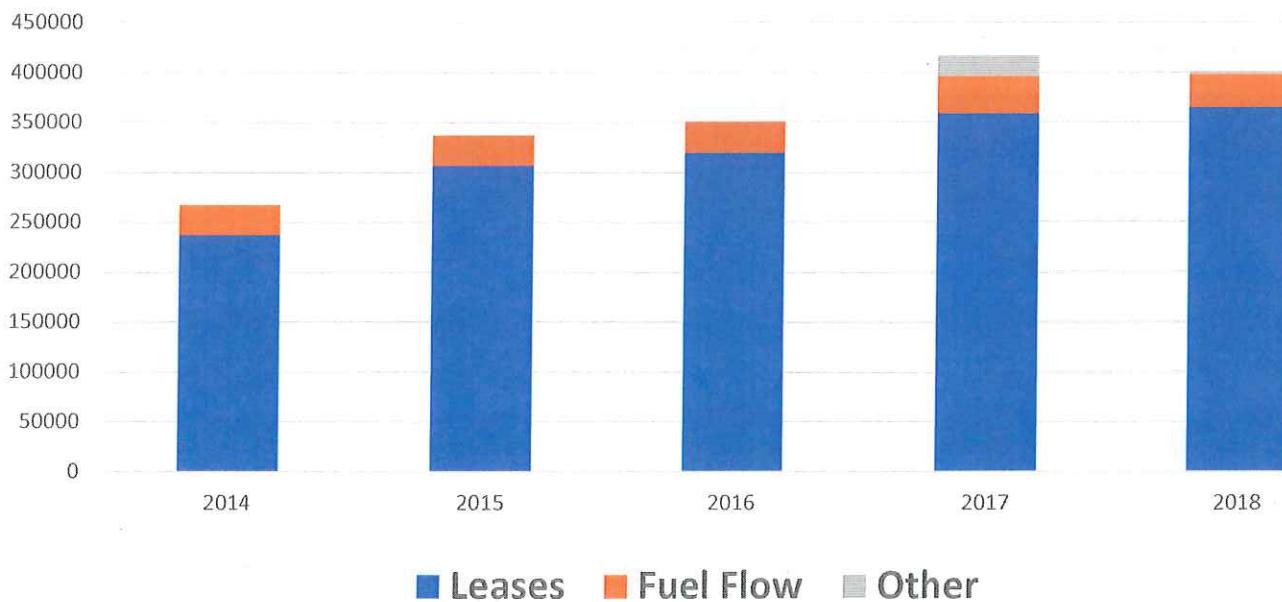
## EXHIBIT D

### OPERATIONAL AND FINANCIAL DATA

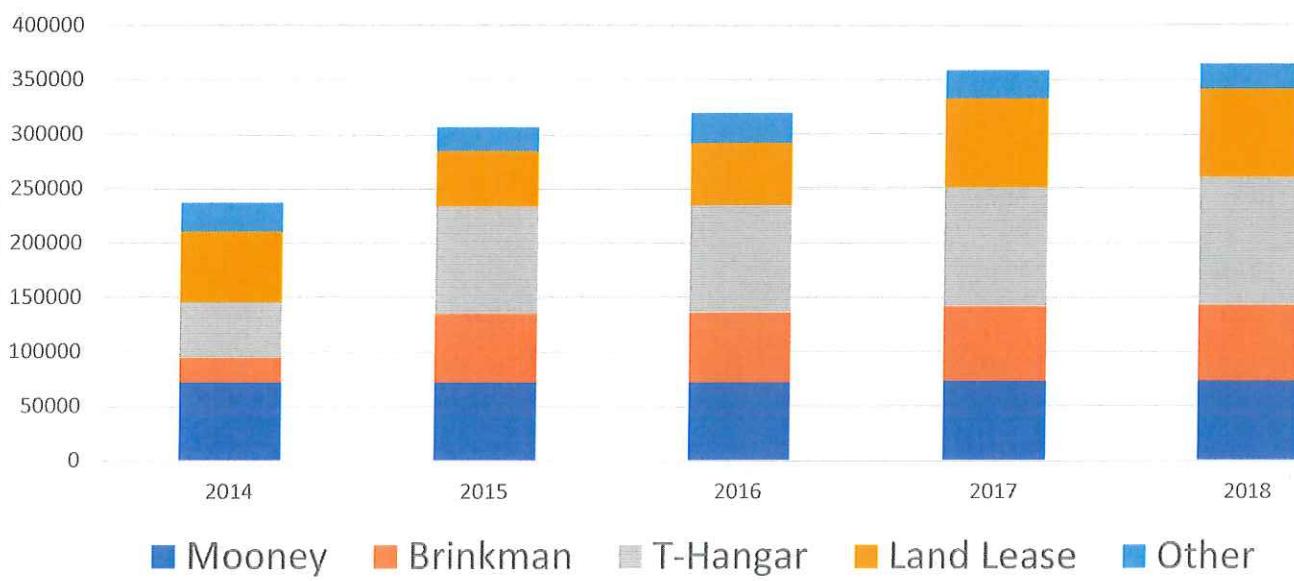
#### Statement of Operations for the five years ended Sept 30, 2018

	2014	2015	2016	2017	2018
<b>REVENUES</b>					
Leases	\$237,352	\$306,736	\$319,619	\$358,861	\$364,912
Fuel Flow	\$30,189	\$30,604	\$31,382	\$37,600	\$33,439
Total	\$267,570	\$337,387	\$351,031	\$417,272	\$401,180
<b>EXPENSES</b>					
Compensation	\$195,351	\$197,987	\$188,570	\$194,433	\$210,859
Other	\$152,876	\$141,318	\$145,723	\$140,149	\$132,907
Total	\$348,227	\$339,306	\$334,293	\$334,583	\$343,767
Rev. less Exp.	\$-80,657	\$-1,919	\$16,737	\$82,689	\$57,413
Intergovernmental Support	\$160,802	\$94,957	\$70,000	\$43,470	\$0
Net	\$80,145	\$93,037	\$86,737	\$126,159	\$57,413

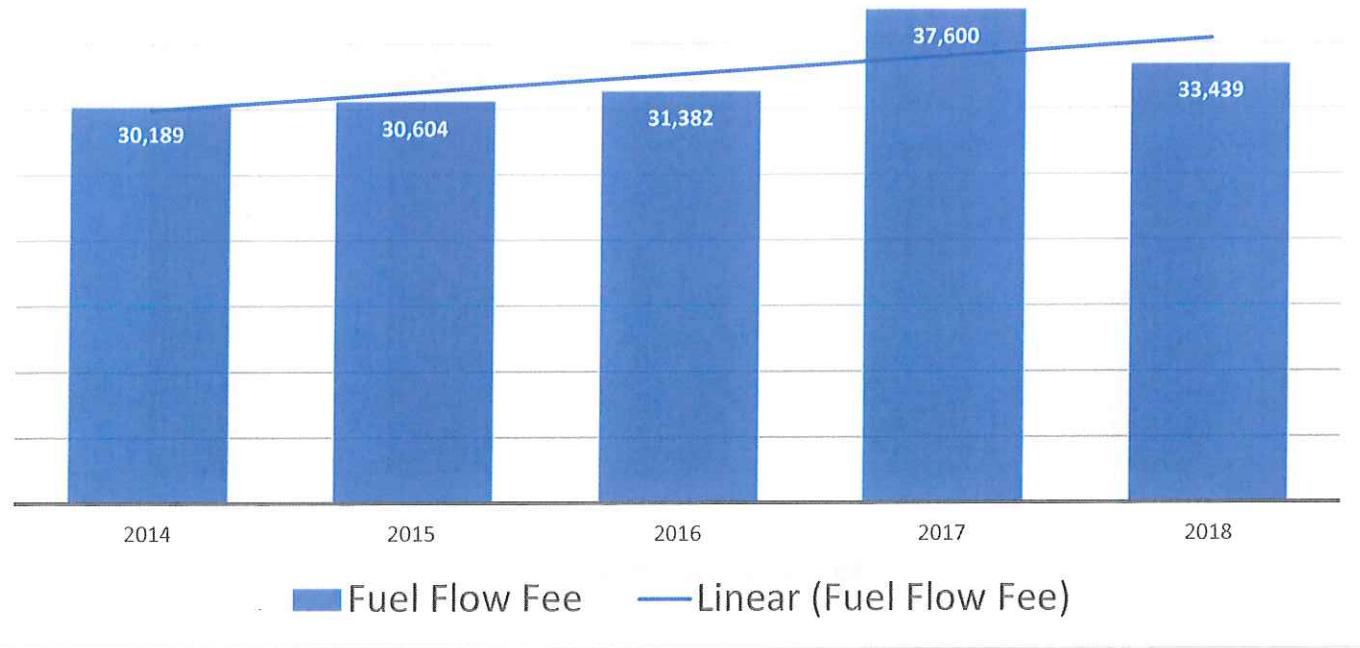
# OPERATING REVENUES



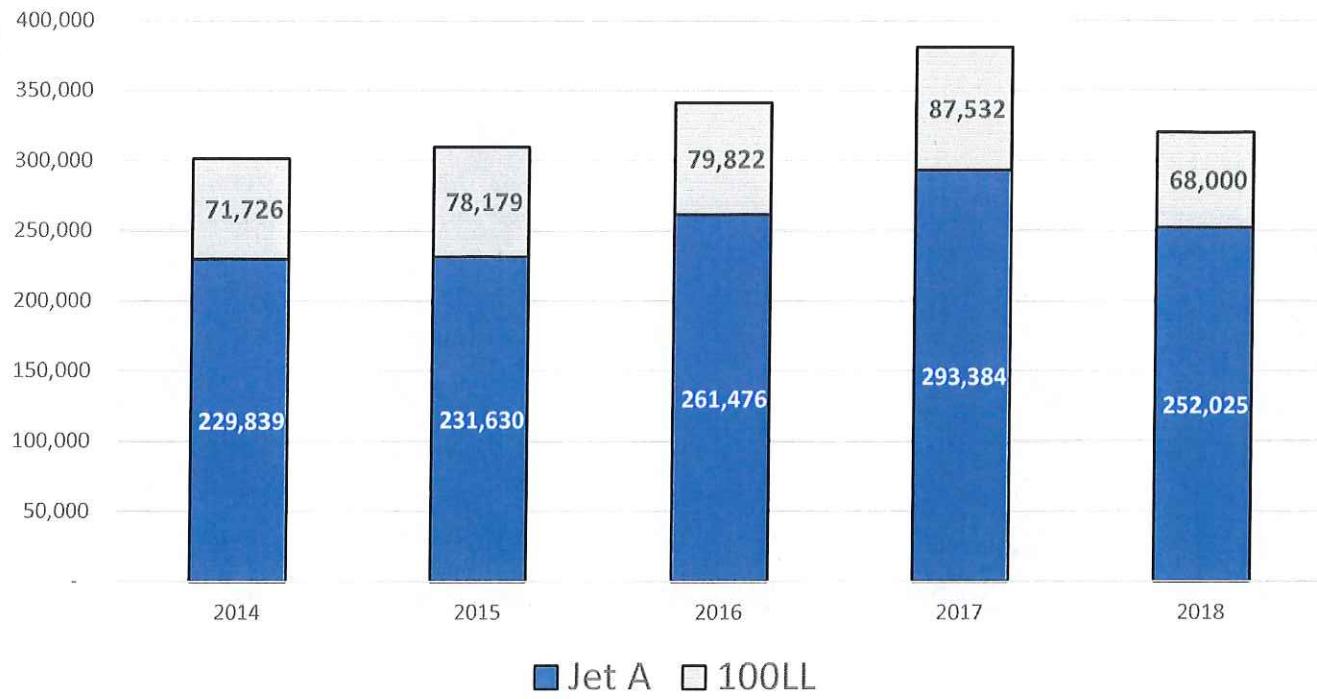
# REVENUE FROM LEASES



# Fuel Flow Fee



# GALLONS DELIVERED



# OPERATING EXPENSES

■ Salaries & Wages ■ Other



**Statement of Capital Transactions for the five years ended Sept 30, 2018**

	2014	2015	2016	2017	2018
<b>REVENUES</b>					
TxDOT					
Ramp	<b>\$47,954</b>	<b>\$49,689</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>
T-Hangars	<b>\$726,000</b>				
Intergovernmental					
Ramp	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>
Mooney Roof		<b>\$1,000,000</b>			
Operations Transfer	<b>\$80,667</b>				
<b>Total</b>	<b>\$904,629</b>	<b>\$1,099,805</b>	<b>\$100,123</b>	<b>\$100,016</b>	<b>\$100,048</b>
<b>EXPENDITURES</b>					
Ramp Grant	<b>\$97,769</b>	<b>\$93,378</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$100,000</b>
T-Hangars	<b>\$801,422</b>				
Mooney Roof		<b>\$703,817</b>	<b>\$296,184</b>		
From Operations	<b>\$100,000</b>	<b>\$12,120</b>	<b>\$10,500</b>	<b>\$148,855</b>	<b>\$12,287</b>
<b>Total</b>	<b>\$999,191</b>	<b>\$815,315</b>	<b>\$406,684</b>	<b>\$248,855</b>	<b>\$112,287</b>
<b>NET</b>	<b>\$-94,562</b>	<b>\$284,490</b>	<b>\$-306,561</b>	<b>\$-148,838</b>	<b>\$12,239</b>

**EXHIBIT E**

## FINANCIAL PROJECTIONS

### Statement of Projected Operations for the years ended Sept 30, 2023

	2019	2020	2021	2022	2023
<b>REVENUES</b>					
Leases	<b>\$371,967</b>	<b>\$410,870</b>	<b>\$491,904</b>	<b>\$541,387</b>	<b>\$552,215</b>
Fuel Flow	<b>\$34,107</b>	<b>\$33,000</b>	<b>\$33,660</b>	<b>\$35,000</b>	<b>\$38,000</b>
<b>Total</b>	<b>\$408,960</b>	<b>\$443,870</b>	<b>\$525,564</b>	<b>\$576,387</b>	<b>\$590,215</b>
<b>EXPENSES</b>					
Compensation	<b>\$208,342</b>	<b>\$209,500</b>	<b>\$213,690</b>	<b>\$217,964</b>	<b>\$242,323</b>
Other	<b>\$198,118</b>	<b>\$234,370</b>	<b>\$311,874</b>	<b>\$358,423</b>	<b>\$347,892</b>
<b>Total</b>	<b>\$406,460</b>	<b>\$443,870</b>	<b>\$525,564</b>	<b>\$576,387</b>	<b>\$590,215</b>
<b>NET</b>	<b>\$2,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

#### Notes:

All years: 2% CPI adjustment leases and expenses

FY 2019: Includes 4 months of office rental income from Brinkman

FY 2020: Includes Brinkman 100% occupied, Mooney testing room, Strategic Plan Initiatives=\$55,000

FY 2021: Includes portions of T-hangars, box hangars and Horseshoe facility income, Strategic Plan=\$72,000

FY 2022: Includes full income for all hangars, Strategic Plan=\$115,000

FY 2023: Includes F/T Admin and Strategic Plan=\$150,000

**Statement of Capital Projection for the years ended Sept 30, 2023**

	2019	2020	2021	2022	2023
<b>REVENUES</b>					
TxDOT					
Ramp	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
T-Hangars		\$600,000			
Other				\$2,700,000	\$750,000
Intergovernmental					
Ramp	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Other		\$1,150,000	\$550,000	\$310,000	\$93,000
<b>Total</b>	<b>\$100,000</b>	<b>\$1,850,000</b>	<b>\$650,000</b>	<b>\$3,110,000</b>	<b>\$943,000</b>
<b>EXPENDITURES</b>					
Ramp Grant	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Hangars		\$1,650,000	\$550,000		
Runways		\$100,000		\$3,010,000	\$803,000
Terminal					\$40,000
<b>Total</b>	<b>\$100,000</b>	<b>\$1,850,000</b>	<b>\$650,000</b>	<b>\$3,110,000</b>	<b>\$943,000</b>

**Notes:**

FY 2020: Build T-hangars, site work for three box hangars and Horseshoe facility, and study of runway strength

FY 2021: Build three box hangars

FY 2022: Increase Runway 12-30 pavement to 60DW (90/10; 2015 in Master Plan), Eastside taxiway connect to 03-21, mid-field taxiway

FY 2023: Rehab Runway 03-21 and taxiway (90/10; 2015 in Master Plan); Terminal building \$40,000

## EXHIBIT F

### **STAKEHOLDERS**

Any person, group or organization who can place a claim on an organization's attention, resources or output, or who is affected by that output.

#### **AN INTERNAL STAKEHOLDER**

Any person, group, or other entity inside the organization, including:

- City of Kerrville mayor, council members and key employees
- Kerr County judge, commissioners and key employees
- Joint Airport Board
- Airport manager and employees

#### **AN EXTERNAL STAKEHOLDER**

Any person, group, or other entity outside the organization, such as:

- FAA, TXDOT and other governmental agencies
- All airport tenants
  - hangars
  - offices
  - land leases
- FBO and employees
- Pilots and passengers
  - KERV based
  - transient
  - those using fractional services – Net Jet, Wheels Up
- Kerrville Area Chamber of Commerce
- Kerr Economic Development Corp.
- Community
  - neighbors
  - local businesses
    - hotels, ranches, B&Bs, summer camps
    - restaurants, catering services
    - rental car companies
    - real estate agents, homeowners, developers

## EXHIBIT G

### STAKEHOLDER INTERVIEWS

#### Internal Stakeholder Interviews

- During October 2018, the following interviews were held:
  - City of Kerrville
    - Bill Blackburn,
    - Mark McDaniel
    - Judy Eychner
    - Vincent Voelkel
  - Kerr County
    - Rob Kelly
    - Jonathan Letz
    - Tom Moser
- The conversations were initiated based on the following questions:
  - From your viewpoint, how would you evaluate the performance of the airport?
  - What are the airport's strengths?
  - What are the airport's weaknesses?
  - If you could change anything relating to the airport, what would it be?
  - Does the interlocal agreement need to be modified in any way?
  - What do you need from the airport?

#### Internal Stakeholder - City of Kerrville Interview

- Matters of Interest from the interviews included the following:
  - Airport outreach to the general public is limited and should be addressed for possible emphasis
  - Closer involvement by the airport in economic development and job growth would be beneficial
  - Need to promote airport through better communications with internal and external stakeholders
  - Joint City/County meeting to provide an annual report
  - Need to participate in Hill Country Economic Summit on February 14, 2019
  - Need to determine who the primary customers are for airport services
- Be sure the airport has clear vision and focus as there is a tendency for too many people wanting too many things
- Master Plan shows needs to address infrastructure west of airport
- Strengths are physical facilities, especially runways, operations no longer require financial support by City and County, Kerrville location, airport manager, strong board
- Weaknesses are limited offerings to the community, lack of immediately developable property,
- Consider building more than twelve new T-Hangars

## Internal Stakeholder- Kerr County Interview

- Matters of Interest from the interviews included the following continued:
  - Airport outreach to the general public is limited and should be addressed for possible emphasis
  - Consider building more than twelve new T- Hangars
  - Current interlocal agreement is working – no need to modify
  - It is important for the airport to address needs of influential users of airport services
  - Mark McDaniel has great experience with airports – use him as a resource
  - Long-term development will come to the east and south – airport will be right in the middle
  - Kerr County will be a magnet to people (businesses) who don't need bricks and mortar but use technology in a big way
  - Take a hard look at the infrastructure required to support growth
  - Perhaps (in scale) Kerrville can become to San Antonio what Santa Barbara is to Los Angeles
  - Address relationships with Chamber of Commerce, business community and real estate

## Interview with Kerrville Aviation

- Additionally an interview was held with Joe Kennedy of Kerrville Aviation
- Items of interest are as follows:
  - Things are tight due to loss of business to South Texas Fuel and general decline in fuel sales
  - Infrastructure is needed to open areas to be developed
  - Need marketing plan with focus on San Antonio
  - Concerns that South Texas Fuel has an unfair advantage because they can operate somewhat like an FBO but are not required to provide services that are required by Kerrville Aviation.

## EXHIBIT H

### TENANT SURVEYS

#### Question #1: How long have you had an airplane at KERV?

1-5 years	9
6-10 years	2
11-20 years	2

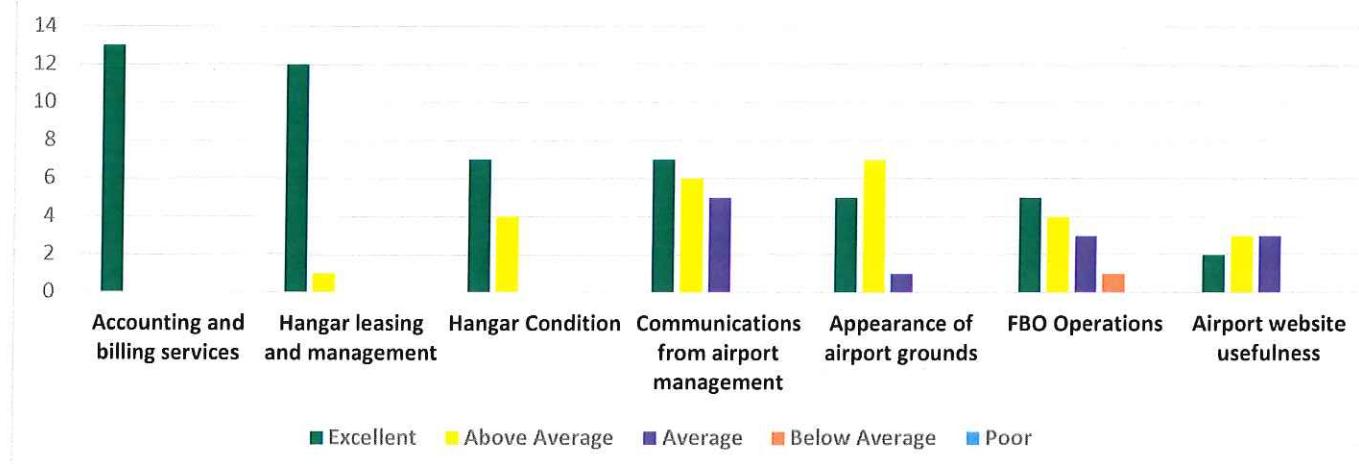
#### Question #2: What type of aircraft do you have based at KERV?

Single engine	15
Twin	0
Experimental	0
Other	0

#### Question #3: Please tell us how we are doing and rate the following services for your hangar and operations at Kerrville-Kerr County Airport (5 Excellent to 0 Poor)

	Excellent	Above Average		Below Average		Poor
		Average	Average	Average	Average	
Accounting and billing services	13					
Hangar leasing and management	12	1				
Hangar Condition	7	4				
Communications from airport management	7	6	5			
Appearance of airport grounds	5	7	1			
FBO Operations	5	4	3	1		
Airport website usefulness	2	3	3			

## How Are We Doing?



### Question #4: In the past year, how many hours have you flown?

Hours flown in past year:

0-100	10
101-200	2
201-300	0
301-400	0
401-500+	1

### Question #5: What percentage of the hours you have flown was for:

Business:

0-50%	6
51-100%	2

Recreation:

0-50%	2
51-100%	9

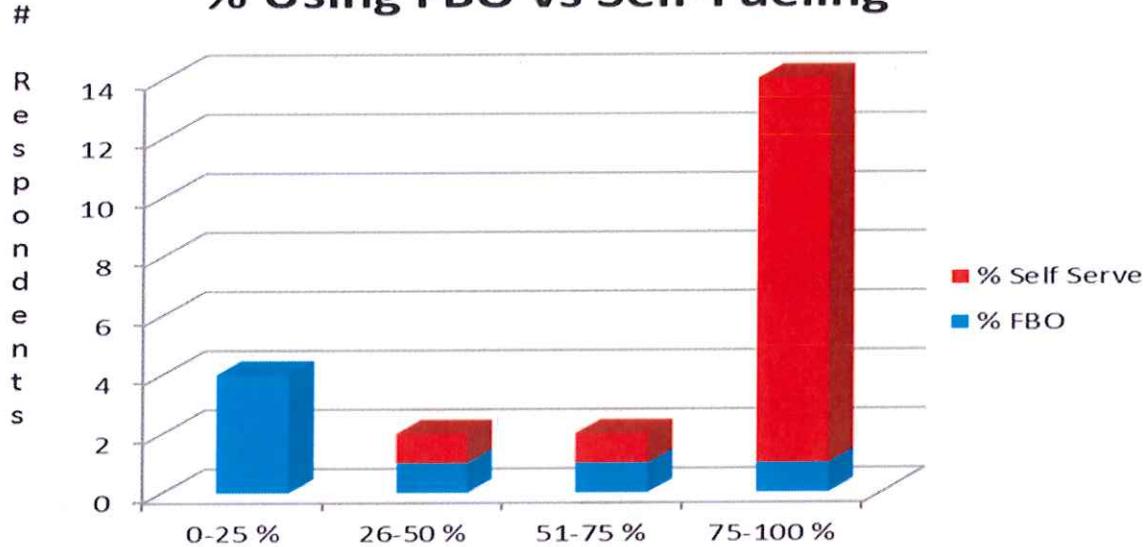
### Question #6: How much fuel in gallons do you purchase annually at KERV?

Less than 500 Gallons	10
500 to 800 Gallons	1
More than 800 Gallons	1

If you purchase fuel at KERV what percentage of the time do you use Self-Serve pumps or have the FBO fuel your plane?

	<u>FBO</u>	<u>Self -Serve</u>
0-25%	3	
26-50%	1	1
51-75%	1	1
75-100%		9

**% Using FBO vs Self-Fueling**



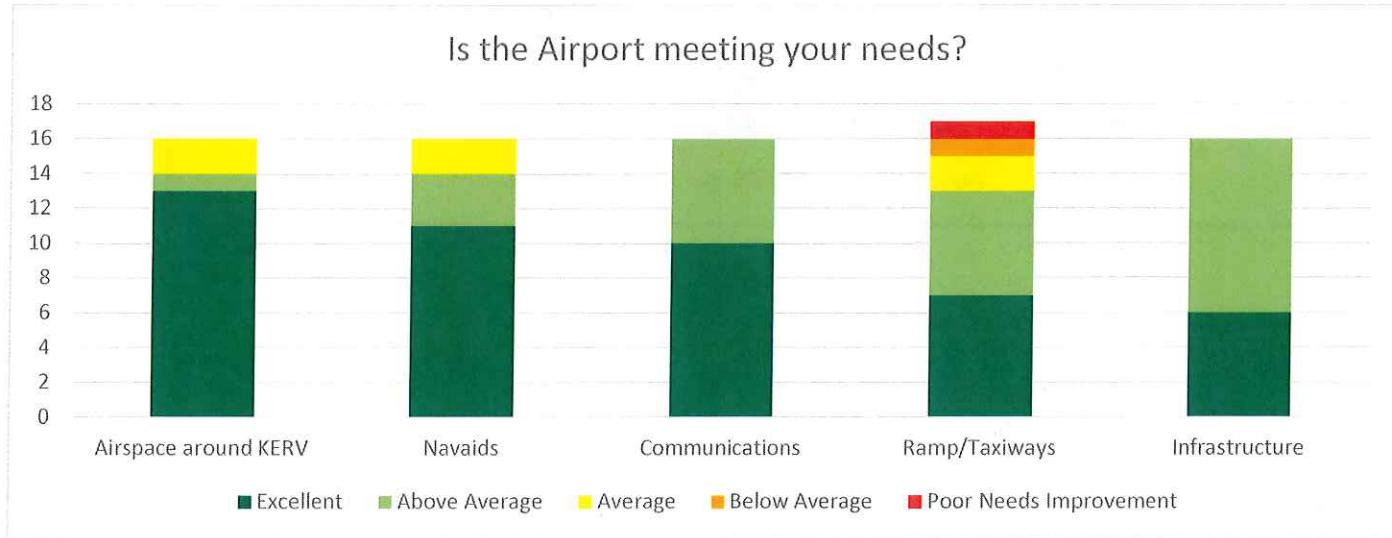
**Question #7: Where else do you purchase fuel and why**

- Destination or enroute stops as required
- T82 and KAQO – significantly cheaper
- T82 – convenience and price
- KCXO and KCLC – I always top off prior to departure
- KHDO, T82, KCLL, KAQO and KUVA
- Llano – currently 80 cents cheaper than Kerrville Aviation
- PSO – have hangar at PSO also at this time
- Castroville – price
- Every location we fly to we purchase as a courtesy to use airport facilities
- Hondo, Llano, Fredericksburg --the fuel at KERV is too expensive
- T82 and KAQO – significantly cheaper
- Llano, T82, elsewhere during travels, for BBQ and much lower price and frequent equipment issues at KERV
- Local area where I am flying to

**Question #8 What new business would be beneficial?**

- Radio/avionics shop
- Restaurant on field to attract more weekend activity. T82 brings in a lot of traffic
- Avionic service
- Café or diner opened Thursday through Sunday
- Food, reasonably priced pilot supplies
- Trash and oil waste removal
- Diner, avionic shop, flight school
- Sweeping/cleaning mud and rocks from hangar areas, especially between hangars 'A' and 'B'
- Independent avionic shop
- Avionics
- Avionics, flight school, and restaurant
- Avionics shop

**Question #9: Is the airport meeting your needs? (5 Excellent to 0 Poor Improvement needed)**



Very convenient and excellent location

Poor markings on turnoff from runway to taxiway - poor signs on 30 at taxiway

Need to address potholes in asphalt road by the Life Flight building and spray hangar entrances more often for weeds.

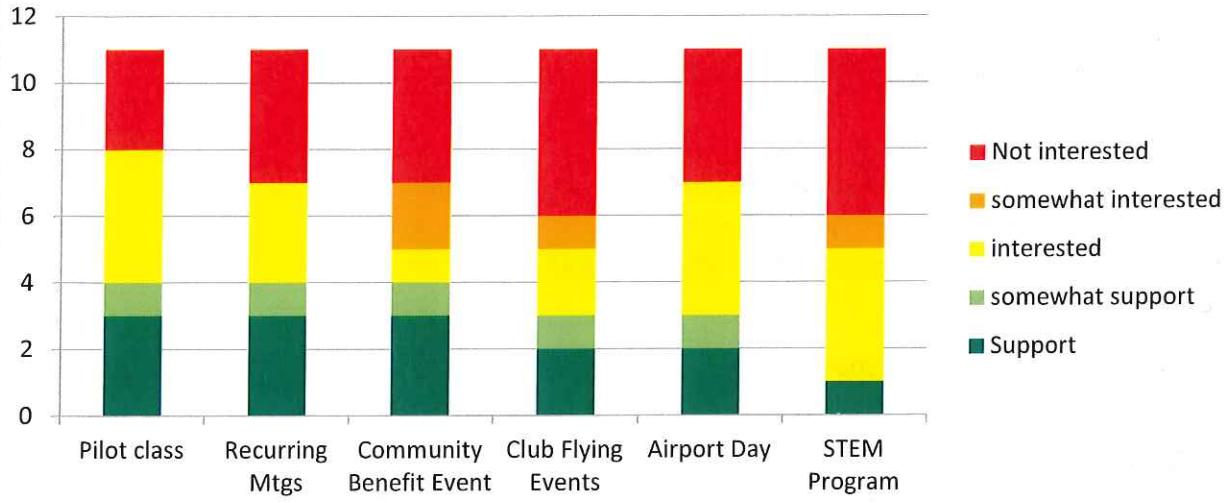
From paint hangar it would be safer to have a taxiway directly across 3/21 to taxiway parallel 3/21.

Would help to keep the mud off paint hangar ramp

Question #10: Would you attend, support and /or volunteer for the following activities?

Example activities provided. (5 Support to 0 not interested)

### Would you Support and/or Volunteer for ?



Question #11: What changes would most improve KERV?

- A Gate Guard Aircraft would be cool. Competitive fuel pricing. FBO has a history of spotty service. You could clean up around some of the hangars.
- Improved runway/taxiway markings for night operations.
- Restaurant/diner and avionic shop.
- Paint hangar taxiway to improve safety.
- Airshow, military fueling contracts.
- More pilot involvement.
- Add a taxiway on 12/30 at about the midfield.
- Reduce the price for fuel by reducing the pass-through fee.
- The yellow taxi/tow line leading into A1 is not correct.
- It is not aligned with the center of the hangar.
- I've placed tape on the approach to the hangar so that my wingtip does not strike the hangar could you fix that?
- 1.a stand-alone avionics shop not affiliated with the FBO.
- 2.Re-compete the FBO contract.
- Have airport take over the sale of 100LL fuel from the FBO.
- Fresh blood. Recruit board members instead of good ole boy network.
- We have a truly wonderful airport.
- We need an additional taxiway connecting the active runway (12/30) to the main parallel at mid-point.
- Consistent service from the FBO,

**Question #12 What do you like about Kerrville/Kerr County Airport?**

- Location, location, location.
- Two runway options, approaches, runway length, conditions of airport, and T-hangar pricing is a great value.
- Close to home and good service.
- I am very happy with the airport. It is well run by nice people.
- I like our airport because it is a first-class gateway to our community.
- Location and facilities.
- The people are the best!
- Just about everything. Just add a taxiway and reduce fuel cost and it would be perfect.
- Thanks for all you folks providing such a nice place for us to operate.
- Airport runways, taxiways, communication/nav aids, AWOS, and Dugosh Aviation.
- Convenient to my home and family.

**Question #13: Any additional comments or suggestions?**

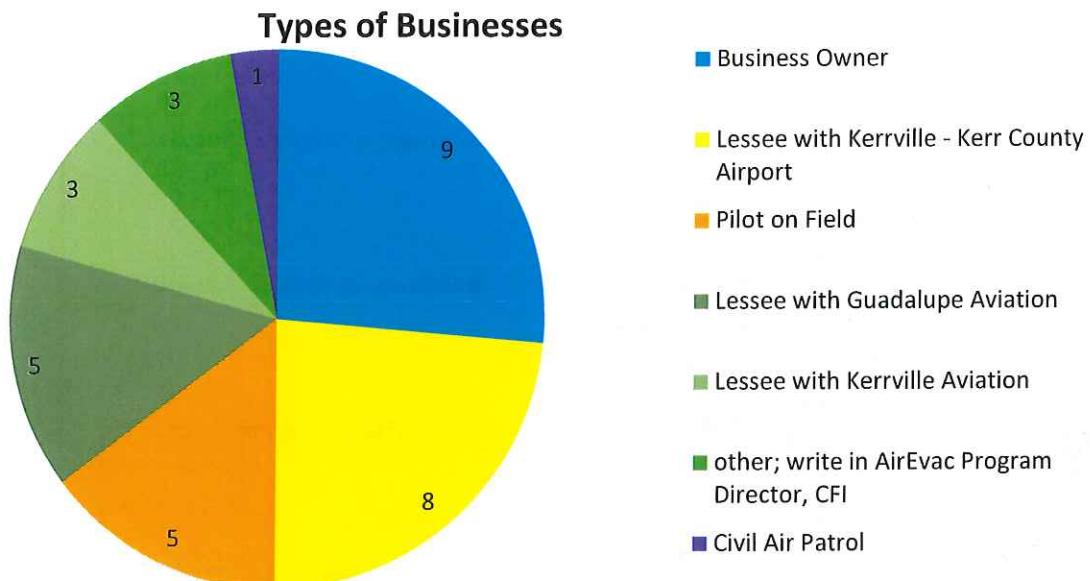
- I'm sure if I think of something, then I will let you know.
- Bring FBO back to the standard it was 15 years ago. Line Boss believed in attention to detail.
- Very happy.
- Would love lighted taxiways (huge expense) and stop driving to Mooney from Hangars "A" and "B".
- KERV is a great airport. The board and the airport manager (past and present) have done and are doing a phenomenal job. You have put the airport finances on solid footing, and you are looking to the future responsibly. I believe it's vital that the FBO contract be re-competed. The FBO is the "front porch" of the airport, and a fresh look/approach on how and what the FBO should be for the future needs to KERV is extremely important. The incumbent has been in place too long without competition. If the incumbent wins a re-compete so be it.

**Bonus Question: Would you be interested in a service to push back or pull out your plane from your hangar?**

- Yes                    3
- No                    8

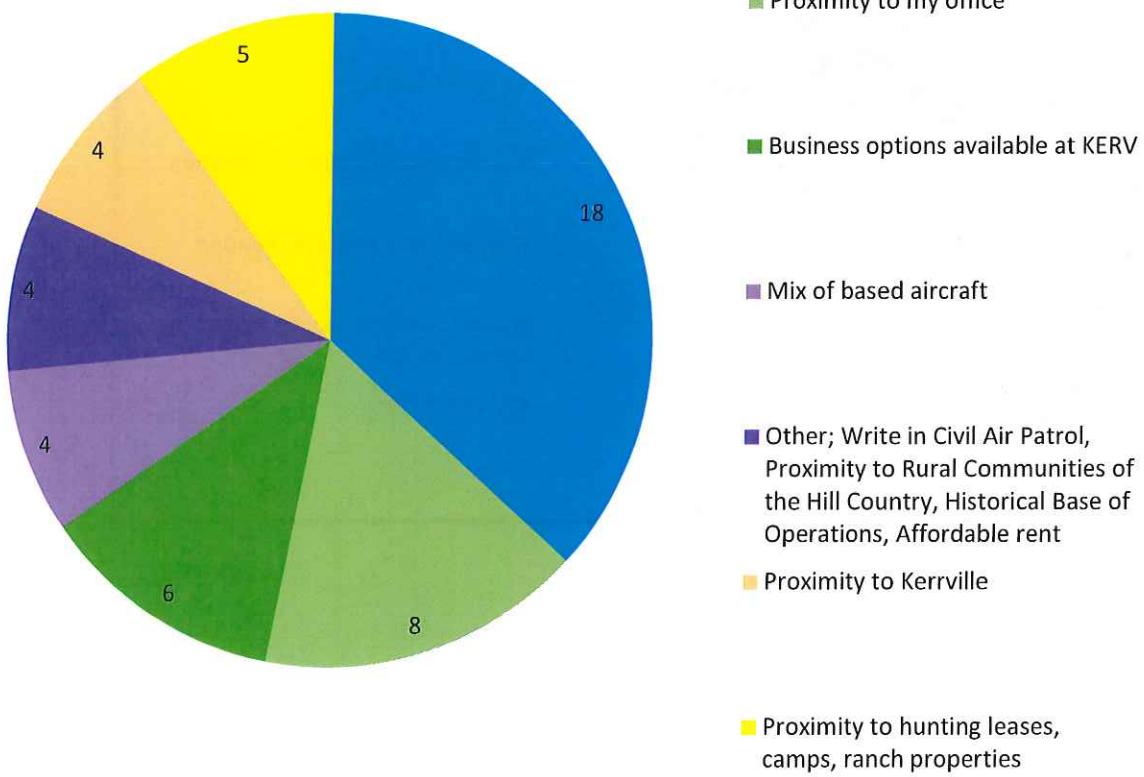
**EXHIBIT I**

**Business Survey Questions and Responses**



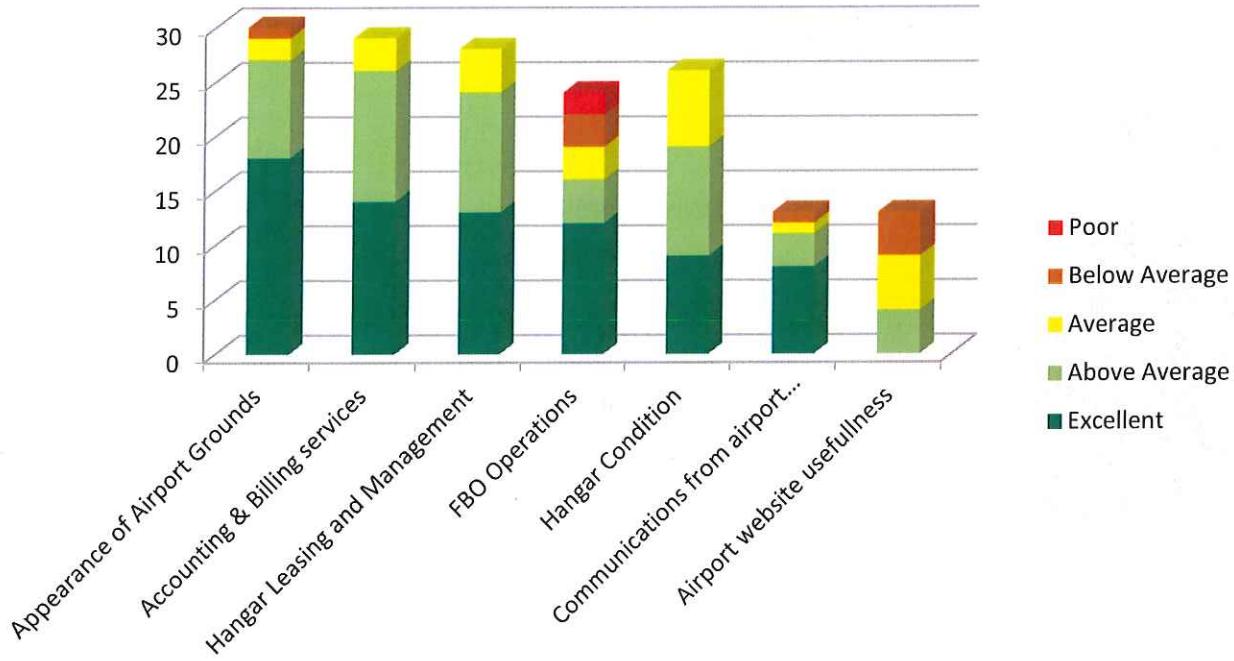
Question #1 My Business is at KERV because

## My Business is at KERV because:



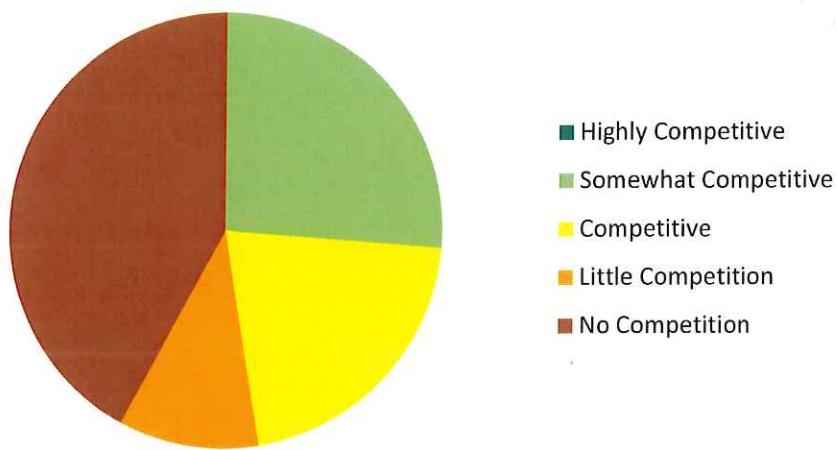
Question #2: Please rate (5 Excellent to 0 Poor) these services for your hangar and operations at Kerrville/Kerr County Airport.

## Rate the following services at Kerrville - Kerr County Airport

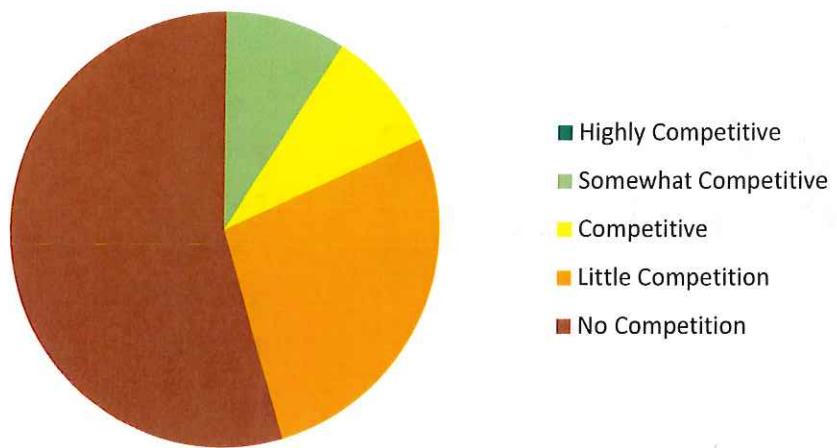


Question #3: Rank the following airports in terms of providing competition (5 highly competitive to 0 no competition) for your business:

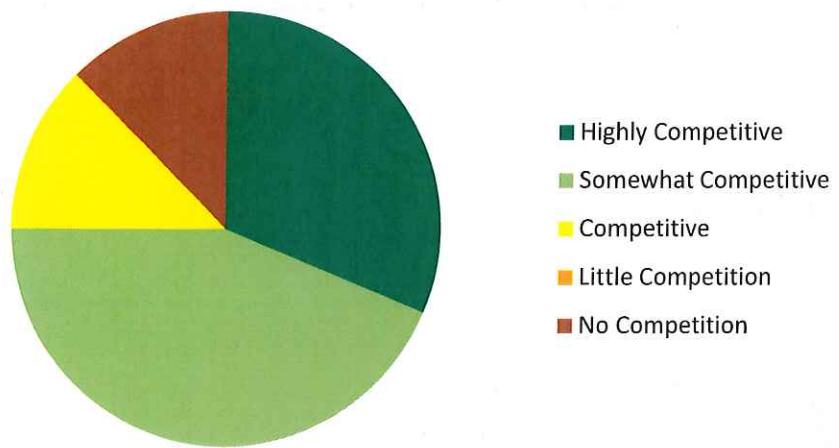
## San Antonio International (KSAT)



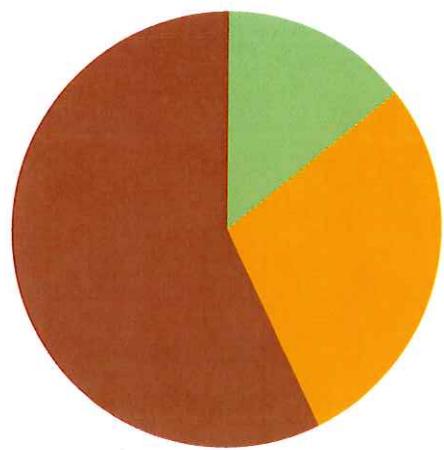
### Stinson Field (KSSF)



### Gillespie County (T82)

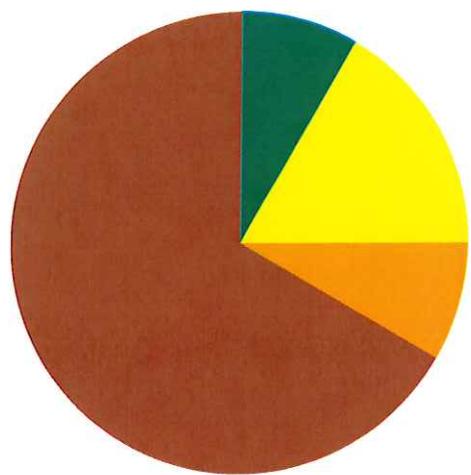


### New Braunfels (KBAZ)



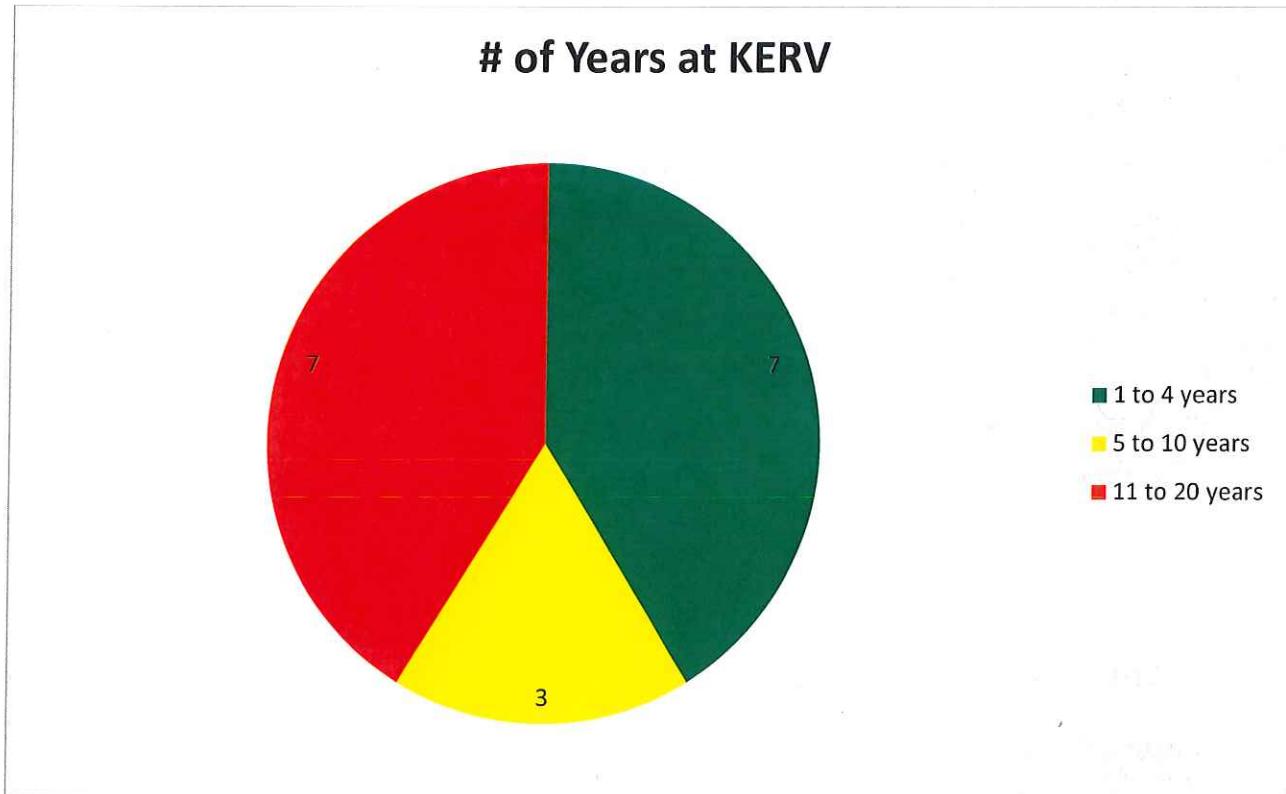
- Highly Competitive
- Somewhat Competitive
- Competitive
- Little Competition
- No Competition

### Llano County (KAQO)

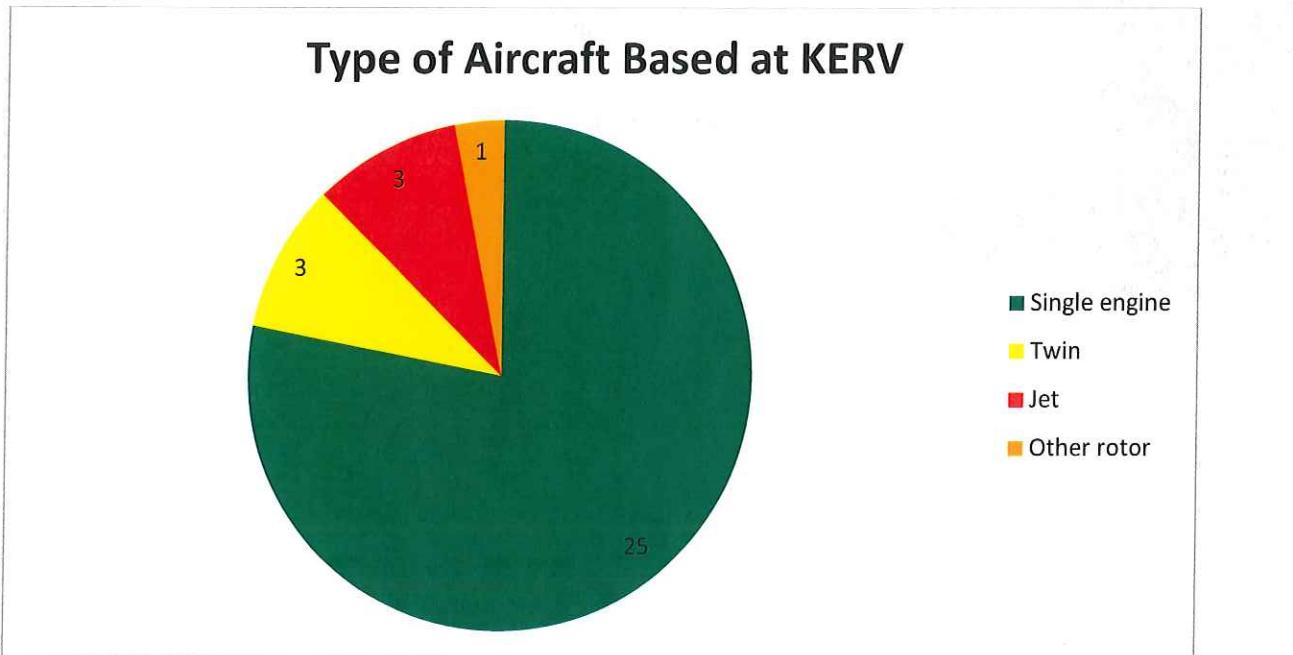


- Highly Competitive
- Somewhat Competitive
- Competitive
- Little Competition
- No Competition

Question #4: How long has (have) your airplane(s) been based at KERV?



Question #5: What type and number of aircraft do you have based at KERV?



**Question # 6 About how much fuel do you purchase at KERV annually?**

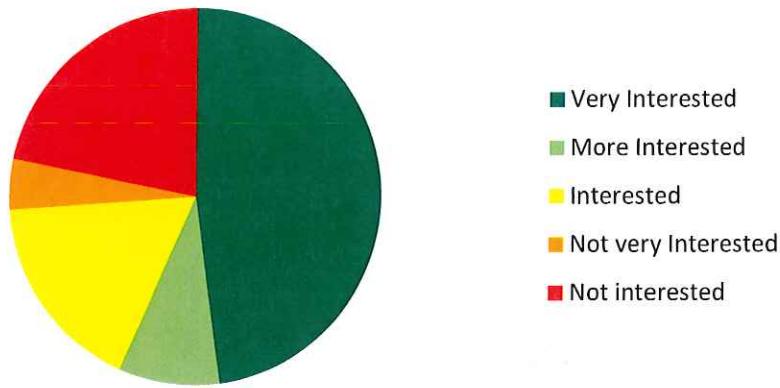
Less than 1000 gallons	Jet - A	100LL	9
1000 to 3000 gallons	Jet - A	100LL	6
More than 3000 gallons	Jet - A	100LL	1

**Question #7 Where else do you purchase fuel and why?**

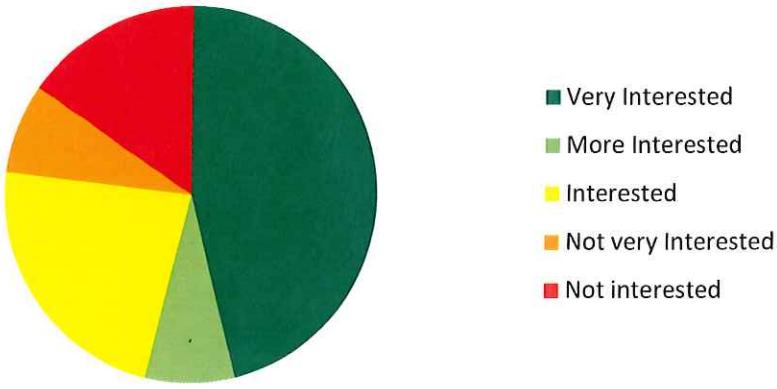
- Airports I fly to if fuel price is lower than KERV
- Uvalde and Del Rio
- Any airport with cheaper fuel
- Courtesy purchase
- Uvalde Purchase when away
- Corpus Christi
- Dallas Uvalde always purchase fuel at arrival airport
- All over
- Various throughout the state
- T82 price
- KT82, KSAT, KAUS, KSJT, Air evac makes every attempt to fly at Mission Ready Fuel
- Pecos Texas, they fill in my hangar and lock it up for me. I do not have to wait.
- I try to buy fuel at most every airport I use
- T82 better fuel service but not FBO or hangar space
- Much of my flying is some distance from KERV, resulting in fuel purchases elsewhere
- Somewhere just to fuel, but definitely buy elsewhere when I can because of price at KERV is always higher
- Always top off here before trip
- KBMT, KGUC for convenience and trips
- McCombs, MS (home base)
- KARN, KUGN, various transient
- Airport I fly to if fuel price is lower than KERV

Question #8: Would your business benefit or support the following activities? Example of activities provided (5 – support to 0 – not interested)

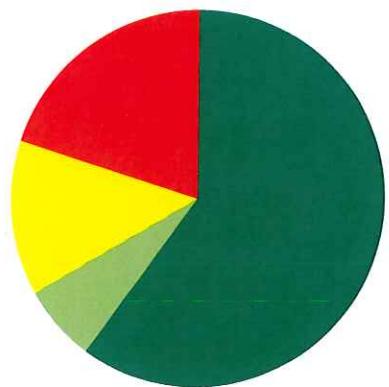
### Pilot classes (example FAA Wings Class, CPR Training)



### Recurring meetings (Airport Update Mtg, VMC/IMC Club)

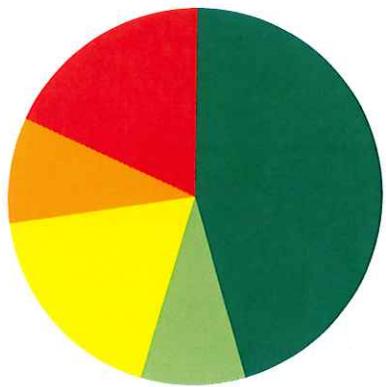


## STEM Aviation Program with School District



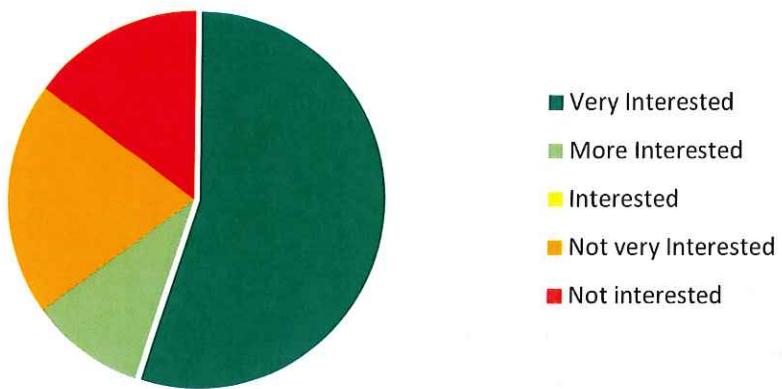
- Very Interested
- More Interested
- Interested
- Not very Interested
- Not interested

## Airport Day (Community outreach, Young Eagle Flights)



- Very Interested
- More Interested
- Interested
- Not very Interested
- Not interested

## Community Benefit Event at Airport (Wings and Wheels)



### Question #9: What changes would most improve KERV airport?

- Another facility offering maintenance. Current one has to many long-term projects and cannot take on new work normally
- Full-service avionics
- Another FBO
- Competition
- I think if the owners operated the self-service 100LL facility, then they could offer a more competitive price structure and bring in more piston aircraft to visit facility and Kerrville
- Mid-field exit on main runway; tower
- Additional taxiway exit midway for Runway 12/30
- Improved runways and taxiway markings for night ops
- Improved on grounds paving, insulation installed on hangar 3 wall for improved Climate Control
- One more taxiway mid field. This would expedite landings on busy days. Especially IMC days
- Waiting for 172 to exit is painful. More car parking. Keep eye on NOTAMS - sometimes they make no sense and are ambiguous
- Hard to make it any better
- Development of the northwest corner of the property for aviation-related businesses
- On 12/30 install a midfield connection to taxiway for a quicker exit from primary runway
- Better FBO service and maintenance, updated, user-friendly self-service for 100LL
- Avionics shop

**Question #10: What new service or business would improve KERV and be beneficial to your business**

- Any ancillary aviation services such as an avionics and paint shops, turbine maintenance etc.
- Proximity to Kerrville
- Café
- We need an additional maintenance facility, Dugosh is great however they specialize in Mooneys.
- You need to allow A&P mechanics on field for pre-purchase inspection, annuals in owner's hangar
- Build a small, two-aircraft hangar to entice companies
- We need an avionics shop
- Building one four aircraft hangar to entice Certified Repair Station, STC upgrades, paint facility, interior shop
- Military City USA, GI Bill pays for all training past private license, make concessions to entice large flight school, American Flyers etc.
- Encourage general aviation, it is not all about fuel sales
- Restart EAA and welcome input
- Café or restaurant on field or in very close proximity to airfield
- Avionics service
- A restaurant would be nice
- Restaurant or food nearby
- Free beer after flight is over!
- Aircraft paint facility
- Avionics
- Restaurant or convenient food service; midfield taxiway 12/30
- Avionic shop
- Restaurant on the field
- Sell Beer
- More T-hangars and restaurant

**EXHIBIT J**

**PEER AIRPORT SUMMARY**

Identifier	KERV	KTKI	KBAZ	KCXO	T82
<b>Name</b>	Kerrville	McKinney	New Braunfels	Conroe- North Houston	Gillespie County
<b>City</b>	Kerrville	McKinney	New Braunfels	Conroe	Fredericksburg
<b>County</b>	Kerr	Collin	Comal	Montgomery	Gillespie
<b>Ownership</b>	City/ County	City	City	County	County
<b>Tower</b>	No	Yes	Yes	Yes	No
<b>Runways</b>	12/30 6004X100 3/21 3597X58	18/36 7002X150	13/31 6503X100 17/35 5364X100	14/32 7500X150 01/19 5000X100	14/32 5001x75
<b>FBO</b>	Kerrville Aviation	McKinney Air Center	City Terminal Flight Service	Galaxy, GA Jet Service	Fredericksburg FBO
<b>Restaurant</b>	No	NO	NO	Black Walnut Café	Airport Diner
<b>Maintenance Shop</b>	Dugosh Aviation	Air - O - Specialist, McKinney Air Center, Monarch Air	Alpha Aircraft Service	High Performance Aviation	Fredericksburg Aviation
<b>Avionics</b>	NO	Select Avionics	Crystal Avionics	Avionics Unlimited	Pippen York
<b>Training</b>	Ron Blilie, Hill Country Aviation	Plane Set, Professional Aviation Resources	Aviation Academy	Lone Star Flight Training	NO
<b>Paint</b>	NO	NO	NO	NO	NO

## EXHIBIT K

### SWOT ANALYSIS

#### STRENGTHS

- Land – 528 acres
- Independent airport board
- Excellent staff
- 6,000-foot main runway
- Crosswind runway
- Remote Communication Operation (RCO)
- Multiple instrument approaches
- Easy access to city and area
- Supportive owners
- Good relations with TxDOT Aviation
- Low prices on hangars
- Quality new T-hangars
- Infrastructure
- Geographic – near San Antonio Growth Area
- Use by wealthy individuals who own property in area
- Emergency helicopter services on airport
- Breakeven operating results

#### WEAKNESSES

- Lack of hangar space
- Limited Class A land
- Airport not known by the public
- Airport brand is under promoted
- Inability to raise capital for development
- Lack of strategic plan
- FBO
- High 100LL fuel prices
- Poor self-serve fuel facilities
- Limited services for aviation (avionics, etc.)
- No food or observation facilities
- Infrastructure needs additional services
- Poor taxiway on runway 12/30
- Website needs updating/improvement
- No Tower
- Competing FBOs
- Operating income not adequate to support improvements
- Overall appearance of facilities average at best
- Airport Master Plan becoming dated

## OPPORTUNITIES

- Availability of funding from TxDOT Aviation
- Pro development conditions – City, County & KEDC
- To provide additional services (flight school, avionics, etc.)
- Reaching out to existing and potential businesses
- Community outreach
- Develop approach to attract larger GA airplanes
- Likely residential development toward San Antonio

## THREATS

- Mooney
- Dependence on governmental funds for capital improvements
- No “4B” County access which may result in difficulty to obtain funding
- Technology reducing need for airports
- FBO issues from surveys
- Cuts in federal funding
- Increased air traffic could cause complaints
- Potential poor public view of airport
- Economy of the state and area
- Political environment change toward airport
- Additional governmental mandates
- Competitors toward San Antonio adverse impact for future growth
- Safety issues due to drones and other similar matters
- Loss of tenant revenue could require significant capital expenditures
- Building on land adjacent to airport could cause population density issues
- Potential impact of elimination of 100LL

## EXHIBIT L

### STRATEGIC INITIATIVES, GOALS AND OBJECTIVES

#### A. Economic Development

##### Goal #1 - Build and maintain relationships with economic development entities

- Objective #1 – Identify, educate and actively participate with City, County, EIC, Chamber of Commerce and other entities so that the airport is recognized as a vital part of the community.
  1. Action Steps – Coordinate airport economic development with Gil Salinas
  2. Develop closer relationship with Chamber of Commerce
  3. Develop communications with EIC and KEDC

##### Goal #2 – Focus on high potential business development at airport

- Objective #1 – Compile a list of businesses which need to be at the airport
  1. Determine currently available list of potential businesses
  2. Work with other economic development groups to finalize list
- Objective #2 - Actively pursue those with job creations potential
  1. Reach out to commercial real estate developer for ideas
  2. Develop plan to actively pursue high potential businesses

##### Goal #3 – Identify properties suitable for development

- Objective #1 – Build inventory
  1. Review buildings and property in Master Plan
  2. Finalize what is available and include on map
- Objective #2 – Determine properties with potential to meet market needs
  1. Document anticipated market needs
  2. Match properties with potential to meet market needs

#### B. Infrastructure and financing

##### Goal #1 – Increase numbers of hangars available for lease

- Objective #1 – Complete 10 New T-Hangars
  1. Finalize arrangements with TxDOT
  2. Get Commitment from city and county to fund balance
  3. Construct and complete hangars

- Objective #2 – Rehab. the Horseshoe
  1. Finalize proposal, including firm costs for 100 foot by 80 foot structure with 70-foot door
  2. Prepare case for renovation to shell, including income/lessees
  3. Obtain financing for shell construction
  4. Streamline funding for future tenant improvements
  5. Design, construct and complete shell, turnover to tenant(s)
- Objective #3 – Complete three box hangars
  1. Finalize proposal for box hangar shell and site, including firm costs
  2. Prepare case hangar shell site, including income/lessees
  3. Obtain financing to fund project
  4. Design, construct and complete hangars, then turnover to tenant(s)

Goal #2 – Increase amount of Class A space

- Objective #1 – Update infrastructure portion of Master Plan
  1. Review infrastructure portion of Master Plan
  2. Update infrastructure development plan
  3. Develop 5-year capital plan with timing and funding
  4. Engage consultant to validate
  5. Implement 2020-2021 part of plan
- Objective #2 - Move fence to edge of property
  1. Develop plan to move fence
  2. Time phase project
  3. Obtain TxDOT share of funding
  4. Complete project
- Objective #3 - Install and/or extend taxiways
  1. Finalize Master Plan for taxiways
  2. Time phase project
  3. Obtain TxDOT share of funding
  4. Complete project

Goal #3 – Pursue relationships and finance options with TxDOT

- Objective #1 – Actively develop relationship with the decision makers at TxDOT

- 1. Actively develop relationship with the decision makers at TxDOT
- 2. Determine how to maximize funding from, TxDOT/FAA
- 3. Pursue maximum funding
  
- Objective #2 – Pursue other potential (private) funding sources
  - 1. Clarify process of maximizing funding from these sources
  - 2. Streamline the process of funding future projects

**Goal #4 – Substantially improve appearance of airport**

- Objective #1 – Address deferred maintenance issues
  - 1. List gaps of superior airport facilities and equipment to current
  - 2. Develop specific plan to resolve those gaps
  - 3. Get ideas from landscape person for improvements at airport
  - 4. Develop program for more attractive entrance to airport
  
- Objective #2 – Identify upgrades to terminal facility
  - 1. Prepare list of improvements currently needed at terminal
  - 2. Prioritize list and begin to resolve needs
  - 3. Develop 5-year plan for terminal based on needs of market

**C. Service Level Improvement**

**Goal #1 – Improve service to existing customers**

- Objective #1 – Modify existing self-serve facility
  - 1. Identify attributes of first-class self-fueling operations
  - 2. Develop plan for KERV based on those attributes
  - 3. Determine where to locate self-serve operation
  - 4. Estimate costs of the proposed new plan
  - 5. Establish policy for pricing based on competition
  - 6. Implement plan
  
- Objective #2 – Improve service levels of FBO
  - 1. Establish criteria for superior operations
  - 2. Develop plan to close the gap from current to superior
  - 3. Set firm timelines for improvements
  
- Objective #3 – Jet A sales by two providers
  - 1. Clearly document the history of how this came to be

- 2. Develop plan to resolve all issues
- 3. Implement plan
  
- Objective #4 – Fuel use fee
  - 1. Determine the practice followed by area airports with FBOs
  - 2. Adjust fees to the market
  
- Objective #5 – FBO goals and objectives
  - 1. Discuss goals and objectives with FBO
  - 2. Develop plan to obtain alignment

**Goal #2 – Increase sales to entities not currently using airport**

- Objective #1 – Determine FBO capabilities
  - 1. Request current financial statements for FBO
  - 2. Evaluate potential for improvement and investment
  
- Objective #2 – Increase amenities and diversify service
  - 1. Establish criteria for superior operations
  - 2. Develop plan to close gap from current to superior

**D. Promotion of Airport**

**Goal #1 – Develop program to actively promote airport**

- Objective #1 – Determine population of prospective customers
  - 1. Investigate and select source(s) of this data
  - 2. Prepare database of prospective customers for KERV
  
- Objective #2 – Assess most effective and economical way to reach
  - 1. Evaluate various ways of reaching prospective customers
  - 2. Select the most effective and economical way to reach these customers
  
- Objective #3 – Implement a marketing program
  - 1. Develop a timeline and plan to reach prospective customers
  - 2. Develop program funding and participation by others
  - 3. Implement plan and monitor quarterly for effectiveness

**Goal #2 – Increase communications and outreach**

- Objective #1 – Establish quarterly airport functions
  1. Evaluate various ways to provide functions
  2. Involve interested parties in this effort
  3. Select the function with would best serve KERV
  4. Implement and follow up for effectiveness and modification
- Objective #2 – Improve communication methods
  1. Revise airport's website
  2. Evaluate social media effectiveness and implement as appropriate
  3. Determine effective ways of communication used by others
  4. Decide what is best for KERV and Implement
  5. Implement and evaluate program
- Objective #3 – Provide quarterly updates
  1. Develop a list of interesting topics relating to the airport
  2. Quarterly highlight a topic
  3. Develop a speaker's program to present that topic to groups
- Objective #4 – Support education
  1. Develop a list of aviation training programs to offer pilots
  2. Investigate flight training needs in the Hill Country
  3. Identify outreach opportunities for youth

### Goals #3 – Relationships with internal stakeholders

- Objective #1 – Establish semiannual functions
  1. Determine dates and content for semiannual owner functions
  2. Provide update on strategic plan
  3. Consider annual “state of the airport” report to the public



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

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**SUBJECT:** Resolution No. 39-2019. A Resolution approving the budget for Kerr Emergency 9-1-1 Network for Fiscal Year 2019.

**AGENDA DATE OF:** September 24, **DATE SUBMITTED:** Sep 16, 2019  
2019

**SUBMITTED BY:** David Knight

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**EXHIBITS:** [20190924\\_Resolution\\_39-2019 Approving Budget for Kerr Emergency 911 Network Fiscal Year 2019.pdf](#)  
[20190916\\_2020 Kerr 9-1-1 Budget Summary.pdf](#)  
[20190916\\_Kerr 9-1-1 2020 Budget - Proposed.pdf](#)

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

---

**PAYMENT TO BE MADE TO:** N/A

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

**SUMMARY STATEMENT:**

The City has received the proposed 2020 budget for the Kerr Emergency 9-1-1 Network. The FY 2020 proposed operating budget totals \$450,000.00 as compared to \$458,000.00 in FY 2019, for an overall decrease of 1.75%. The change in operational costs can be attributed to decreases in operation and maintenance expenses for the Public Safety Answering Point (PSAP), costs for direct services and a decrease in PSAP equipment replacement. There is a revenue decrease attributed to decreases in revenue in all classes of telephone service.

The Texas Health and Safety Code, Subchapter D, The Emergency Telephone Number Act requires the 9-1-1 Board to present to the governing body of the participating jurisdictions (cities) and to the county commissioners court no later than 45 days prior to the date the budget is adopted. The participating jurisdictions shall review the proposed

budget and submit any comments regarding the budget to the 9-1-1 board. A majority of the participating jurisdictions must approve the budget. If no action is taken on the proposed budget before the 61st day after the proposed budget is received, the budget is approved by operation of law. The city received the proposed 9-1-1 budget on August 30, 2018.

**RECOMMENDED ACTION:**

Recommend approval of the proposed budget for the Kerr Emergency 9-1-1 District for FY 2020.

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 39-2019**

**A RESOLUTION APPROVING THE BUDGET FOR KERR  
EMERGENCY 9-1-1 NETWORK FOR FISCAL YEAR 2019**

**WHEREAS**, in accordance with Section 772.309 of the Texas Health and Safety Code, the Executive Director of the Kerr Emergency 9-1-1 Network has prepared and presented to City Council a budget for the Network's fiscal year commencing January 1, 2020; and

**WHEREAS**, City Council finds it to be in the public interest to approve said budget;

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

The City Council of the City of Kerrville, Texas, approves the 2020 Fiscal Year Budget for the Kerr Emergency 9-1-1 Network as presented and set forth in **Exhibit A**.

**PASSED AND APPROVED ON this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2019.**

---

Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

---

Shelley McElhannon, City Secretary



Subject: Proposed 2020 Budget Summary

08/29/2019

1. 100 Revenue. Estimated Net Income: \$450,000.00 based on an overall decrease of 1.75% from 2019's income projection. The change in revenue is attributed to projected decreases in all classes of telephone service.
2. 200 Payroll. Payroll expenses include 3% salary increase for current staff members, and a 4.00% projected increase in health care insurance costs. Payroll overhead includes staff salaries, payroll taxes, retirement account contributions, employee life insurance and Texas Workforce Commission unemployment insurance costs. TCDRS will see the largest increase in this category, the effective rate increased due underperforming investments. Overall, there is a \$7,035.00, or 3.9% projected increase in costs compared to last year.
3. 300 Operations (PSAP/Call Centers). This expense category includes all operation and maintenance expenses for the Public Safety Answering Point (911 backroom server / telephony equipment / software) and the two call centers (KPD & KCSO). Our expenses are projected to decrease \$3,000.00 or 2.24% from the previous year.
4. 400 Direct Services. Direct Services will see an overall increase of \$1,460.00 or 2.58% compared to the previous year. Direct services include office supplies, office equipment repair/replacement, district liability insurance, staff professional training, office space lease, attorney, CPA, auditor, and other profession service expenses and banking fees.
5. 500 Miscellaneous. Misc. expenses are projected to increase by \$1,675.00 or 4.81% compared to 2019. Misc. expenses include Aerial Imagery costs, dues and subscriptions, public education / advertising, Texas 911 Alliance meetings and NENA/APCO conferences.
6. 600: Discretionary: There are no expenses projected for this category in 2020.
7. 700: PSAP Equipment Replacement Fund: This category will decrease to \$40,000 per year to fund the PSAP capital replacement account. The capital replacement fund is utilized for PSAP upgrades.

Capital Considerations: The capital cash account will have an estimated balance in of \$603,981.00 at the end of 2019 from nominal interest and scheduled PSAP Equipment Replacement Fund transfers. We expect our end-of-2020 capital balance to be in the neighborhood of \$618,731.00.

This final figure includes all capital expenses of \$27,500.00 and revenue of \$42,250.00. The primary source of revenue is from scheduled operating fund transfers, and 9-1-1 sign sales cost-recovery.

9-1-1 Emergency Service Fee: The Texas Health and Safety Code – Chapter 772.314 (d): *The board shall set the amount of the fee each year as part of the annual budget.*

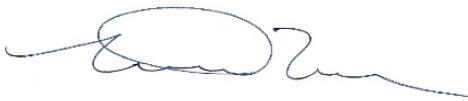
For the 2020 budget, Kerr 9-1-1 will keep the service fee of \$0.75 per month for all classes of service (Residential, Business, Trunk, VOIP).

Vision for 2020:

1. Continued 9-1-1 sign sales.
2. Continued 9-1-1 public education.
3. Transition to NextGen 911 Services if feasible.

Conclusions:

1. The 2020 proposal is a balanced budget.
2. This budget adequately addresses the expected operating needs of our district in providing state-of-the-art 9-1-1 workstations/software and to continue our efforts to enhance and maintain our 9-1-1 connectivity as well as maintaining our Geographic Information Systems (GIS).
3. Our district's vision and public-funds stewardship is based firmly in the state and local government codes, guided by conservative spending and liberal savings policies.
4. Kerr 9-1-1 Board of Managers Budget approval date: 08/29/2019



Mark Del Toro  
Executive Director  
Kerr Emergency 9-1-1 Network

**Kerr Emergency 911 Network**  
**2020 Operating Budget**  
**Proposed**

	2019	2020 Proposed	Delta	% Change
<b>100 - Revenue</b>				
101 - Local 911 Service	147,000.00	140,000.00	-7,000.00	-4.76%
105 - Wireless Emergency Income	262,000.00	263,000.00	1,000.00	0.38%
110 - VoIP Service Fees	44,000.00	40,000.00	-4,000.00	-9.09%
120 - Interest Income	5,000.00	7,000.00	2,000.00	40.00%
<b>Total 100 - Revenue</b>	<b>458,000.00</b>	<b>450,000.00</b>	<b>-8,000.00</b>	<b>-1.75%</b>
<b>200 - Payroll Expense</b>				
210 - Salary	116,000.00	120,000.00	4,000.00	3.45%
212 - Payroll Taxes	9,280.00	9,600.00	320.00	3.45%
213 - Medical Insurance Expense	50,000.00	52,000.00	2,000.00	4.00%
214 - TCDRS Expense Company	4,735.00	5,450.00	715.00	15.10%
215 - TCDRS OTLI	200.00	200.00	0.00	0.00%
225 - Texas Workforce Commission	100.00	100.00	0.00	0.00%
230 - Excess Vacation Payout	0.00	0.00	0.00	#DIV/0!
<b>Total 200 - Payroll Expense</b>	<b>180,315.00</b>	<b>187,350.00</b>	<b>7,035.00</b>	<b>3.90%</b>
<b>300 - Operations (PSAP)</b>				
315 - 911 Call Taker Training	8,000.00	7,000.00	-1,000.00	-12.50%
320 - Wireless Phase I & II Contracts	10,000.00	10,000.00	0.00	0.00%
321 - AT&T Wireless Tariff	1,910.00	1,910.00	0.00	0.00%
331 - Text to 9-1-1 Charges	4,000.00	4,000.00	0.00	0.00%
332 - ALI Service Charge	18,000.00	18,000.00	0.00	0.00%
335 - TX DIR ALI MPLS	8,500.00	8,500.00	0.00	0.00%
337 - AT&T SR Fees	4,500.00	4,500.00	0.00	0.00%
340 - ESInet Charge	45,000.00	45,000.00	0.00	0.00%
350 - PSAP Trunk Charges	22,000.00	20,000.00	-2,000.00	-9.09%
355 - Language Translation Services	500.00	500.00	0.00	0.00%
357 - PSAP Fiber KPD/KCSO	2,000.00	2,000.00	0.00	0.00%
366 - Wireless Redundancy MRC	750.00	750.00	0.00	0.00%
370 - PSAP Repairs & Maintenance	9,000.00	9,000.00	0.00	0.00%
<b>Total 300 - Operations (PSAP)</b>	<b>134,160.00</b>	<b>131,160.00</b>	<b>-3,000.00</b>	<b>-2.24%</b>
<b>400 - Direct Services</b>				
410 - Office Supplies	2,000.00	2,000.00	0.00	0.00%
412 - Office Equipment & Repairs	4,000.00	4,000.00	0.00	0.00%
420 - Liability Insurance	3,000.00	3,490.00	490.00	16.33%
430 - Professional Development	3,000.00	3,000.00	0.00	0.00%
440 - Rent	29,000.00	28,000.00	-1,000.00	-3.45%
450 - Professional Fees	15,000.00	14,000.00	-1,000.00	-6.67%
460 - Postage & Delivery	400.00	400.00	0.00	0.00%
490 - Bank Service Charges	100.00	100.00	0.00	0.00%
<b>Total 400 - Direct Services</b>	<b>56,500.00</b>	<b>54,990.00</b>	<b>-1,510.00</b>	<b>-2.67%</b>
<b>500 - Miscellaneous</b>				
502 - Pictometry Annual Payment	10,000.00	11,000.00	1,000.00	10.00%
510 - Awards & Honorariums	400.00	400.00	0.00	0.00%
520 - Dues & Subscriptions	425.00	600.00	175.00	41.18%
530 - Public Education & Advertising	4,000.00	2,500.00	-1,500.00	-37.50%
550 - Telecommunications	8,000.00	8,000.00	0.00	0.00%
560 - Sundry	2,000.00	2,000.00	0.00	0.00%
570 - Texas 911 Alliance Meetings	6,000.00	7,000.00	1,000.00	16.67%
575 - Nena/APCO Conferences	4,000.00	5,000.00	1,000.00	25.00%
<b>Total 500 - Miscellaneous</b>	<b>34,825.00</b>	<b>36,500.00</b>	<b>1,675.00</b>	<b>4.81%</b>

**Kerr Emergency 911 Network**  
**2020 Operating Budget**  
**Proposed**

600 - Discretionary	630 - VFD Paging Service	2,200.00	0.00	-2,200.00	-100.00%
<b>Total 600 - Discretionary</b>		<b>2,200.00</b>	<b>0.00</b>	<b>-2,200.00</b>	<b>-100.00%</b>
<b>700 - PSAP Equipment Replacement Account</b>					
	710 - Operating to Capital Fund Transfer	50,000.00	40,000.00	-10,000.00	-20.00%
<b>Total 700 - PSAP Equipment Replacement Account</b>		<b>50,000.00</b>	<b>40,000.00</b>	<b>-10,000.00</b>	<b>-20.00%</b>
<b>Annual Budget Totals</b>		<b>458,000.00</b>	<b>450,000.00</b>	<b>-8,000.00</b>	<b>-1.75%</b>
<b>Net Income</b>		<b>458,000.00</b>	<b>450,000.00</b>	<b>-8,000.00</b>	<b>-1.75%</b>
Projected Budget Surplus/Deficit		<b>0.00</b>	<b>0.00</b>	0.00	#DIV/0!

Kerr Emergency 911 Network  
2020 Cap. Budget Proposed

2020 Budget Capital Account	Approved	Comments
<b>Capital Expenses - 800</b>		
804 - Sign Materials	\$2,500.00	Sign Blanks and Vinyl
888 - Misc PSAP Projects	\$25,000.00	
	<hr/>	
<b>Total - 800</b>	<b>\$27,500.00</b>	
<b>Capital Income - 900</b>		
901 - Sign Sales (Recovery)	\$2,250.00	90% Recovery
902 - Equipment Replacement Fund Transfers	\$40,000.00	
	<hr/>	
<b>Total - 900</b>	<b>\$42,250.00</b>	
<b>2020 Starting Capital Balance (Est.)</b>	<b>\$603,981.00</b>	
<b>2020 Net Capital Expenses</b>	<b>\$27,500.00</b>	
<b>2020 Net Capital Income</b>	<b><hr/>\$42,250.00</b>	
<b>Projected End-of-2020 Capital Account Balance</b>	<b>\$618,731.00</b>	



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

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**SUBJECT:** Renew Geographic Information System Enterprise License Agreement with Environmental Systems Research Institute, Inc.

**AGENDA DATE OF:** September 24, **DATE SUBMITTED:** Sep 04, 2019  
2019

**SUBMITTED BY:** Charvy Tork

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**EXHIBITS:** [20190904\\_Contract\\_ESRI Contract.pdf](#)  
[20190904\\_Agreement\\_ESRI Master Agreement.pdf](#)  
[20190904\\_Exhibit\\_Exhibit A.pdf](#)  
[20190904\\_Miscellaneous\\_ESRI Maintenance Program.pdf](#)

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<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$25,000 per year (\$75,000 total contract)	\$25,000 (budget is approved annually)	\$25,000 (budget is approved annually)	01-0107-2300

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**PAYMENT TO BE MADE TO:** Environmental Systems Research Institute, Inc.

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	F - Public Facilities and Services
<b>Guiding Principle</b>	F1. Commit to maintaining high-quality, cost-effective public services and facilities consistent with anticipated growth and ensure cost-effective use and maintenance of these assets
<b>Action Item</b>	F1.2 - Enhance the use of technology for work order tracking, inspections, etc.

**SUMMARY STATEMENT:**

In 2016, the City of Kerrville renewed a three year enterprise license agreement with Environmental Systems Research Institute, Inc. (ESRI) for licenses of geographic information system (GIS) desktop/server software and developer tools. The license agreement expires October 31, 2019 and needs to be renewed for another three year term.

ESRI is the lead software provider in the GIS industry. No other solution comes close to offering the same range of GIS solutions, data, and support. The Small Government Enterprise License Agreement (ELA) was created so that small government organizations with limited funding could still afford to utilize ESRI's software across the organization.

The City has greatly increased the utilization of our ELA licensing over the last six years by integrating the GIS platform with other City software. The City will continue to enhance the GIS system to maintain high-quality data and increase data access and usability for our internal and external customers.

The cost of the agreement is \$25,000 per year with numerous benefits including:

- Significantly lower cost per unit for licensed software
- Maintenance and technical support on all ESRI software deployed under the agreement
- Two paid registrations to the ESRI User Conference
- Free e-Learning resources

For a complete list of the enterprise products and software included in the package, please refer Exhibit "A".

**RECOMMENDED ACTION:**

Authorize the City Manager to renew a three year enterprise license agreement with Environmental Systems Research Institute, Inc. (ESRI) in the amount of \$25,000 per year.



January 8, 2019

Mr. Joshua Young  
City of Kerrville  
701 Main St  
Kerrville, TX 78028-5301

Dear Joshua,

The Esri Small Municipal and County Government Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise agreement.

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: "**THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY.**" Have it signed by an authorized representative of the organization.
2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri e-mail: [service@esri.com](mailto:service@esri.com) fax  
 Attn: Customer Service SG-EA documents to: 909-307-3083  
 380 New York Street  
 Redlands, CA 92373-8100

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Bryn Brum



**Environmental Systems Research Institute, Inc.**  
**380 New York St**  
**Redlands, CA 92373-8100**  
**Phone: 909-793-2853** **Fax: 909-307-3049**  
**DUNS Number: 06-313-4175** **CAGE Code: 0AMS3**

**To expedite your order, please attach a copy of this quotation to your purchase order.**  
**Quote is valid from: 01/08/2019 To: 04/08/2019**

## Quotation # 20543097

**Date:** January 8, 2019

**Customer # 12836** **Contract #**

City of Kerrville  
 IT  
 701 Main St  
 Kerrville, TX 78028-5301

ATTENTION: Joshua Young  
 PHONE: 830-258-1499  
 FAX: (830) 896-0517

Material	Qty	Description	Unit Price	Total
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement - Year 1	25,000.00	25,000.00
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement - Year 2	25,000.00	25,000.00
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement - Year 3	25,000.00	25,000.00
				<b>Item Total:</b> 75,000.00
				<b>Subtotal:</b> 75,000.00
				<b>Sales Tax:</b> 0.00
				Estimated Shipping & Handling(2 Day Delivery) : 0.00
				Contract Pricing Adjust: 0.00
				<b>Total:</b> \$75,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Bryn Brum	<b>Email:</b> <a href="mailto:bbrum@esri.com">bbrum@esri.com</a>	<b>Phone:</b> (909) 793-2853 x8245
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf</a> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		
<p><b>If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076</b></p>		

**Esri Use Only:**

Cust. Name \_\_\_\_\_

Cust. # \_\_\_\_\_

PO # \_\_\_\_\_

Esri Agreement # \_\_\_\_\_



**SMALL ENTERPRISE AGREEMENT  
COUNTY AND MUNICIPALITY GOVERNMENT  
(E214-1)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
List of Products**

**Uncapped Quantities****Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced

ArcGIS Desktop Standard

ArcGIS Desktop Basic

ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup (Advanced and Standard)

ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Engine

ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics

ArcGIS Runtime (Standard)

ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer\*

Two (2) Esri CityEngine Advanced Single Use Licenses

50 ArcGIS Online Viewers

50 ArcGIS Online Creators

10,000 ArcGIS Online Service Credits

50 Level 2 ArcGIS Enterprise Named Users

2 Insights for ArcGIS for use with ArcGIS Enterprise

2 Insights for ArcGIS for use with ArcGIS Online

**OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	<b>2</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>2</b>
Maximum number of sets of backup media, if requested**	<b>2</b>
Self-Paced e-Learning	<b>Uncapped</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

\* Maintenance is not provided for these items

\*\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

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(Customer)

By: \_\_\_\_\_  
Authorized Signature

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

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

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

#### **CUSTOMER CONTACT INFORMATION**

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.

- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

**9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

**9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer

the Products to Customer or uninstall, remove, and destroy all copies of the Products.

**9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Revised 4/06/2018  
**IMPORTANT—READ CAREFULLY**

Unless superseded by a signed license agreement between you and Esri, Esri is willing to provide Esri Offerings and Services to you only if you accept all terms and conditions contained in this Agreement as the sole and final agreement of the parties regarding your acquisition of these Esri Offerings and Services. Please read the terms and conditions carefully. You may not use the Esri Offerings unless you agree to the terms and conditions of the Agreement. Your access and use of Esri Offerings, or Services, constitutes your acceptance of the terms and conditions of this Agreement. If you do not agree, contact your local sales representative prior to making your purchase.

This Master Agreement ("Agreement") is between you ("Customer") and **Environmental Systems Research Institute, Inc.** ("Esri"), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

## 1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

**1.1 Grant of Rights.** In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Deliverables or Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [Customer will insert the actual copyright date(s) from the source materials.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

**1.2 Consultant or Contractor Access.** Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of the Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

**1.3 Reservation of Rights.** All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

**1.4 Trial, Evaluation, and Beta Licenses.** Products acquired under a trial or evaluation license or subscription or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the evaluation term, Customer may lose any Customer Content and customizations made during the evaluation term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the end of Customer's evaluation period.

**1.5 Educational Programs.** Customer agrees to use Esri Offerings provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. **"Administrative Use"** means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.

**1.6 Grant Programs.** Customer may use Esri Offerings provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Esri Offerings, Customer shall not use Esri Offerings for revenue-generating or for-profit purposes.

**1.7 Other Esri Limited-Use Programs.** If Customer acquires Esri Offerings under any limited-use program not listed above, Customer's use of the Esri Offerings may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

## 2.0 SOFTWARE

**2.1 License Types.** Esri licenses Software under the following license types; the Documentation and Ordering Documents identify which license type(s) applies to the ordered Software:

- a. **Concurrent Use License.** Customer may install and use the Software on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- b. **Deployment License.** Customer may incorporate ArcGIS Runtime components in Value-Added Applications and distribute the Value-Added Applications to Customer's end users.
- c. **Deployment Server License.** Customer may use the Software under a Server License for all uses permitted in the Agreement and as described in the Documentation.
- d. **Development Server License.** Customer may use the Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- e. **Development Use.** Customer may install and use the Software to build and test Value-Added Applications as described in the Documentation.
- f. **Dual Use License.** Customer may install the Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.
- g. **Failover License.** Customer may install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- h. **Redistribution License.** Customer may reproduce and distribute the Software provided that
  1. Customer reproduces and distributes the Software in its entirety;
  2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
  3. Customer reproduces all copyright and trademark attributions and notices; and
  4. Customer does not charge a fee to others for the use of the Software.
- i. **Server License.** Customer may install and use the Software on a server computer. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use, each Server License includes a Failover License.
- j. **Single Use License.** Customer may permit a single authorized end user to install and use the Software on a single computer. Customer may permit the single authorized end user to install a second copy for the end

user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.

k. **Staging Server License.** Customer may use the Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

## 2.2 Permitted Uses

- a. Customer may
  1. Install, access, or store Software and Data on electronic storage device(s);
  2. Make archival copies and routine computer backups;
  3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use.
  4. Move the Software in the licensed configuration to a replacement computer;
  5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
  6. Use server Software for Commercial ASP Use only if Customer has procured a Commercial ASP Use license or is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in Documentation.
- c. Customer may use all fonts provided with the Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Esri publishes Product-specific Software terms of use at <http://www.esri.com/legal/scope-of-use>

## 3.0 ONLINE SERVICES

**3.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Value-Added Applications. Customer may enable Anonymous Users to access Customer Content or Value-Added Applications by publishing them through the use of the Sharing Tools, included with Customer's authorized use of the Online Services.
- b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with ArcGIS Online, which when embedded in a Value-Added Application allows the Value-Added Application to access and use of Online Services.
- c. **"Service Credit(s)"** means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document.
- d. **"Sharing Tools"** means publishing capabilities included with Online Services and ArcGIS Website that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.

**3.2 Online Services Descriptions.** Esri publishes Online Services subscription-specific terms of use at <http://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in Attachment B.

### **3.3 Access to Value-Added Applications**

- a. Named Users have unique, individual login credentials. Named Users have private access to features of Online Services that are not publicly accessible to Anonymous Users.
- b. Customer may use its Online Services subscription to build Value-Added Applications for internal use by Named Users in accordance with the published Online Services descriptions.
- c. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Online Services subscription.
- d. Customer may not add third parties as Named Users to Customer's Online Services subscription. This restriction does not apply to third parties included within the definition of Named Users.
- e. Customer may not provide a third party with access to ArcGIS Online Services enabled through Customer's ArcGIS Online subscription other than through Customer's Value-Added Applications. This restriction does not apply to third parties included within the definition of Named Users.
- f. Customer may enable Anonymous Users to access Customer's Value-Added Applications running under Customer's own subscription, subject to the following terms:
  1. Customer may charge for such access under subscription types that permit use for commercial retail business purposes.
  2. Customer may embed an App Login Credential into Value-Added Applications to enable public use by Anonymous Users but may not embed a Named User Credential.
  3. Customer is responsible for all Service Credits consumed in Anonymous Users' use of Customer's Value-Added Applications.
  4. Customer is solely responsible for providing technical support for Customer's Value-Added Application(s).
  5. Customer may not enable Anonymous Users to access Value-Added Applications that are intended for Customer's internal use only; Value-Added Applications used internally require each user to use Named User login credentials.

### **3.4 Customer's Responsibilities**

- a. Customer is solely responsible for the development and operation of Customer Content and Value-Added Applications and for its Named Users' compliance with this Agreement. Customer and its Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Customer's subscription. Named Users' login credentials are for designated Named Users only and may not be shared with other individuals. Customer may reassign a Named User License if the former Named User no longer requires access to Online Services.
- b. Customer must include attribution acknowledging that its application uses Esri Online Services, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.
- c. Customer will ensure that Customer Content is suitable for use with Online Services and will maintain regular offline backups using the Online Services export and download capabilities

**3.5 Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.

**3.6 Subscription Fee Changes.** Esri may change fees for subscriptions with a term greater than 1 month by notifying Customer at least 60 days prior to expiration of the then-current subscription term. Esri may change monthly subscription fees upon 30 days' notice. Outside the United States, the distributor may provide notice of rate changes.

**3.7 Sharing Customer Content.** If Customer elects to share Customer Content using Sharing Tools, then Customer acknowledges that Customer has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss,

deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools or Online Services, Customer Content, ArcGIS Website, Documentation, or related materials. Customer's use of Sharing Tools is at Customer's sole risk.

**3.8 Limits on Use of Online Services, Service Credits.** Each Online Services subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service Credit consumption reaches approximately 75 percent of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer has consumed all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

## 4.0 DATA

**4.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.
- b. **"Esri Content Package(s)"** means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online basemap services.
- c. **"Street Data"** means Data that includes or depicts information about roads, streets, and related features.

### 4.2 Permitted Uses

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Customer may include representations of the Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG) in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties subject to restrictions set forth in this Agreement, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.
- c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise cache or download such Data.
- d. Esri does not acquire any rights in Customer Content under this Agreement.

### 4.3 Use Restrictions

- a. Customer may not act directly or authorize its customers to cobrand Data, use the Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data.* Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data.* Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
  1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
  2. Synchronized multivehicle routing; or

3. Synchronized route optimization.
- e. *Business Analyst Data*. Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses*: If Customer orders a subset of a dataset (for example, a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
- g. *Esri MapStudio Data*. Customer may create, publicly display, and distribute maps in hard-copy or static electronic format for news-reporting purposes only.
- h. *Michael Bauer Research International Boundaries Data ("MBR Data")*: Customer's right to use data downloaded to the Customer's premises (e.g. MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

**4.4 Supplemental Terms and Conditions for Data.** Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at [www.esri.com/legal/third-party-data](http://www.esri.com/legal/third-party-data).

## 5.0 MAINTENANCE

**US Customers:** Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

**Customers outside the United States:** Customer may obtain maintenance services from their local Esri distributor under the distributor's own standard support policy.

## 6.0 PROFESSIONAL SERVICES

**6.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. **"Invention(s)"** means a patentable invention, discovery, innovation, or improvement, excluding Deliverables, relating to the subject matter of a Task Order.
- b. **"Inventor(s)"** means a party's principal, employee, consultant, or independent contractor that solely or jointly develops Inventions during Esri's performance under a Task Order.
- c. **"Professional Service Package(s)"** means a predefined unit of Professional Services, including travel-related expenses, provided at a firm fixed price.

**6.2 Permitted Uses.** Customer may use, copy, and modify the Deliverables solely in conjunction with Customer's authorized use of Products.

### 6.3 Task Orders and Project Schedule

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.
- d. Each party will identify, in writing, the project manager who is responsible for the Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- e. Other than pricing and descriptions of the Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

## 6.4 Ownership of Deliverables and Inventions

- a. Esri or its licensors own and retain ownership of the Deliverables.
- b. Each party will retain title to any Inventions made or conceived solely by its Inventors during the Term of this Agreement, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Agreement. The parties will jointly own any Inventions made or conceived jointly by Inventors from both parties.
- c. The parties will negotiate in good faith and cooperate reasonably in (i) deciding whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on any Invention and the extent and scope of such protection and (ii) protecting and enforcing any patents issued on such Invention.

## 6.5 Acceptance

- a. **For Firm Fixed Price Task Orders.** Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:
  1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
  2. "DELIVERABLE ACCEPTED WITH REWORK" means a deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
  3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1. or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2. or a.3., or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

- b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order will not be subject to acceptance testing.

**6.6 Warranty for Deliverables.** Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of Attachment B.

**6.7 Changes.** The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

**6.8 Customer Termination for Convenience.** Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

### **6.9 Payment; Invoices**

- a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.

### **c. For Time and Materials Task Orders**

1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <http://gsa.gov>. Esri and Customer may include hourly labor rates in this Agreement; if the parties elect to do so, Attachment D will identify the hourly labor rates for each labor category. Esri may change hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.
2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

**6.10 System and Data Access.** Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

## **7.0 ESRI MANAGED CLOUD SERVICES**

**7.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. **"EMCS Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services (EMCS).
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

### **7.2 Provision of EMCS**

- a. **Generally.** Use of EMCS is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the EMCS to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from

the EMCS Environment. This paragraph does not apply to EMCS provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement.)

- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the EMCS Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to Combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

## 8.0 TRAINING

### 8.1 Definitions.

The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Mobile Lab"** means Esri equipment consisting of laptops preconfigured with Esri Software, Training Materials, hard drives, power cords, and network switches provided to Customer for use in conjunction with scheduled Esri Training Events only.
- c. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class or coaching services
- d. **"Esri Training Event Assistant"** means Customer's primary Esri liaison in organizing private Esri Training Events.
- e. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event, or Training-related services. If Customer is an individual, then Student means Customer.
- f. **"Training Pass"** means a non-refundable, non-transferable block of prepaid training days with a fixed price per day training price throughout the term of the Training Pass.

### 8.2 Permitted and Prohibited Uses

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the training course for which the Training Materials are provided.
- b. The Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of the Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

### 8.3 Esri's Responsibilities

Esri will

- a. Provide an instructor qualified to conduct the Training;

- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

#### **8.4 Customer's Responsibilities**

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event.. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations in Esri site classes with payment method information at least 15 business days before the scheduled start date.
- d. Provide the Esri Training Event Assistant with a list of the names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists.
- e. For classes held at the Customer-designated facility, complete a client site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab is used, Customer will
  1. Immediately report any previously damaged Esri Mobile Lab equipment to the Esri Training Event Assistant upon receipt of the equipment;
  2. Keep Esri Mobile Lab equipment in a secure, locked area between Esri Training Event sessions;
  3. Be responsible for loss of, damage to, or theft of Esri Mobile Lab equipment while in Customer's possession;
  4. Allow the Esri instructor to check all Esri Mobile Lab equipment following the completion of an Esri Training Event. Esri will notify Customer in writing of any damage to Esri Mobile Lab equipment due to Customer use, excluding normal wear and tear. Customer will be financially responsible for any repair or replacement of equipment resulting from such damage; and
  5. Make Esri Mobile Lab equipment available for freight pickup upon the conclusion of the Esri Training Event.

#### **8.5 Student Registration and Training Event Change Policy**

- a. Customer will provide written notice to the Esri Customer Service department at [service@esri.com](mailto:service@esri.com) of any student substitution, before class commencement. A replacement Student must be from the same Customer organization as the Student being replaced.
- b. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- c. If the Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, the Customer will be liable for the full Esri Training Event fee.
- d. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Training without incurring any liability.
- e. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Training, subject to the terms and conditions of this Agreement.

## 8.6 Invoicing; Prepaid Fees

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume the Training days. For a multiyear order, the Training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass exchange rates are described at <https://www.esri.com/training/training-for-organizations/>.

This paragraph does not apply to Training provided under the Advantage Program.

## 9.0 ADVANTAGE PROGRAM

**9.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either the BPAP or the EEAP.
- c. **"Authorized Contact"** means the Customer point of contact for the Advantage Program identified below.
- d. **"BPAP"** means the Business Partner Advantage Program as described at [www.esri.com/partners/bpap/components](http://www.esri.com/partners/bpap/components)
- e. **"EEAP"** means the Esri Enterprise Advantage Program as described at [www.esri.com/services/eeap/components](http://www.esri.com/services/eeap/components)
- f. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, EMCS, or related travel expenses as described below.
- g. **"Premium Support Services"** or **"PSS"** means a prioritized incident management and technical support program further described at <http://support.esri.com/en/support/premium>.
- h. **"Technical Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services comprising advising on GIS strategies, facilitating annual account planning, and developing and coordinating a collaborative technical work plan under the Advantage Program.

**9.2 Advantage Program Description.** The Advantage Program is provided on an order-by-order, annual subscription basis allowing access to Professional Services, Training, PSS, and EMCS offerings that provides Customer with the flexibility to select the offerings that best meet its needs with guidance from the Technical Advisor. The Advantage Program may change from time to time. The Advantage Program includes:

- a. **Technical Advisor.** Customer will receive up to the number of Technical Advisor hours ordered. Customer may elect to retain additional Technical Advisor hours for a supplemental price.
- b. **Annual Account Planning Session.** A 1-day annual account planning and review meeting is included.
- c. **Technical Work Plan.** A collaboratively developed document designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, EMCS or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the BPAP or EEAP website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Quarterly Technology Webcast.** Esri will provide an email invitation to the Authorized Contact for a quarterly webcast presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

**9.3 Authorized Contact Information.** Customer identifies the following person as its initial Authorized Contact.

**(to be completed by Customer):**

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Email: \_\_\_\_\_

**9.4 Current on Maintenance.** Customer must remain current on standard Software Maintenance during the Advantage Program term.

**9.5 Authorization of Learning and Services Credits Use.** Customer will contact its account manager or Technical Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use the Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

**9.6 Activity Descriptions for EMCS.** The Activity Description for EMCS orders must include the following:

- a. **The EMCS Term**—The time period in which Esri provides the EMCS to Customer. The EMCS term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability**—The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all EMCS offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests**—A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the EMCS Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of Data Storage**—The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption**—The price for the EMCS in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

**9.7 Travel and Per Diem Expenses.** Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden and per diem will be determined in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <http://gsa.gov/>. Customer may direct Esri to use Learning and Services Credits for travel and per diem expenses, or Customer may issue a purchase order and Esri will invoice Customer for the travel and per diem expenses as set forth in the "Professional Services" section of this Agreement.

**9.8 Notification of Consumed Credits.** Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all of its Learning and Services Credits.

**9.9 Review of Proposed Activities.** Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

## **9.10 Invoicing**

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Technical Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Technical Advisor services upon receipt of Customer's order.
- b. Pricing for annual program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

## **9.11 Termination and Expiration.** Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

## ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

**"Affiliate"** means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party; where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

**"API"** means application programming interface.

**"ArcGIS Website"** means [www.arcgis.com](http://www.arcgis.com) and any related or successor websites.

**"Authorization Code(s)"** means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

**"Beta"** means any alpha, beta, or other prerelease version of a Product.

**"Cloud Services"** means Online Services and EMCS.

**"Commercial ASP Use"** means use as a commercial application service provider, that is, to generate revenue by providing access to Software or Online Services through a Value-Added Application, for example, by charging a subscription fee, service fee, or any other form of transaction fee or by generating more than incidental advertising revenue.

**"Content"** means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources.

**"Control"** means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

**"Customer Content"** means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

**"Data"** means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes, that Esri bundles with other Esri Offerings or delivers independently.

**"Deliverables"** means anything that Esri delivers to a Customer as a result of performance of Professional Services.

**"Documentation"** means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

**"Esri Managed Cloud Services"** or **"EMCS"** means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

**"Esri Offering(s)"** means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables provided on a firm fixed price basis and Training Materials. Esri Offerings exclude Services and Third-Party Content.

**"GIS"** means geographic information system.

**"Maintenance"** means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

**"Malicious Code"** means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

**"Named User(s)"** is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique secure named user login credential (identity) enabling access to a Product that requires such identity to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.

**"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.

**"Named User License"** means the right for a single Named User to use a specific Esri Offering.

**"Online Services"** means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

**"Ordering Document(s)"** means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying the Esri Offerings, updates, or Services that Customer orders.

**"Perpetual License"** means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

**"Personal Use"** means personal, noncommercial use by an individual Customer. Personal Use excludes use for the benefit of any third party, including commercial, educational, governmental, or nonprofit entities.

**"Product(s)"** means Software, Data, and Online Services.

**"Professional Services"** means any development or consulting services that Esri provides to Customer.

**"Sample(s)"** means sample code, sample applications, add-ons, or sample extensions of Products.

**"Service(s)"** means Maintenance. If Esri provides EMCS, Training, or Professional Services directly to Customer, then Services also include EMCS, Training, and Professional Services.

**"Software"** means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

**"Specification(s)"** means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

**"Task Order(s)"** means an Ordering Document for Services.

**"Term License"** means a license for use of an Esri Offering for a limited time period ("**Term**").

**"Third-Party Content"** means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

**"Training"** means standard Product training that Esri provides under this Agreement.

**"Training Materials"** means digital or printed content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, and exams.

**"Value-Added Application(s)"** means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

## **ATTACHMENT B** **GENERAL TERMS AND CONDITIONS**

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

### **ARTICLE 1—GENERAL USE RESTRICTIONS**

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Esri Offerings;
- b. Distribute or provide direct access to Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any part of the Esri Offerings to open-source or open-database license terms that require any part of the Esri Offerings to be:
  - 1. Disclosed in source code form to third parties;
  - 2. Licensed to third parties for the purpose of making derivative works; or
  - 3. Redistributable to third parties at no charge.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

### **ARTICLE 2—TERM AND TERMINATION**

**2.1** Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

**2.2** If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions in Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

**2.3** Upon any termination of a license or subscription, Customer will

- a. Stop accessing and using the terminated Esri Offerings;
- b. Clear any client-side data cache derived from the terminated Cloud Services; and

c. Stop using and uninstall, remove, and destroy all copies of affected Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

## ARTICLE 3—LIMITED WARRANTIES AND DISCLAIMERS

**3.1 Limited Warranties.** Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings and Services offered under a Perpetual License runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings and Services offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

**3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation and Beta Products are delivered "as is" and without warranty of any kind.**

**3.3 General Disclaimer.** Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

### 3.4 Disclaimers

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including [www.esri.com](http://www.esri.com) and [www.arcgis.com](http://www.arcgis.com). Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

**3.5 Exclusive Remedy.** Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

## ARTICLE 4—LIMITATION OF LIABILITY

**4.1 Disclaimer of Liability.** Neither Customer, Esri, nor any Esri distributor or licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license or current subscription fees paid or owed to Esri for the Esri Offerings giving rise to the cause of action.

**4.2** The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

**4.3 Applicability of Disclaimers and Limitations.** Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

**4.4** The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

## ARTICLE 5—INDEMNIFICATIONS

**5.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. **"Claim"** means any claim, action, or demand by a third party.
- b. **"Indemnitees"** means Customer and its directors, officers, and employees.
- c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to Esri Offerings or Services infringe a patent, copyright, trademark, or trade secret.
- d. **"Loss(es)"** means out-of-pocket loss, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

### 5.2 Infringement Indemnity

- a. Esri will defend and hold all Indemnitees harmless from any Infringement Claim and indemnify any Loss arising out of an Infringement Claim as set forth in the following paragraphs.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

**5.3 General Indemnity.** Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the indemnified parties to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

**5.4 Conditions for Indemnification.** As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

**5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its licensors regarding any Claim for which Esri must indemnify Customer.**

## **ARTICLE 6—INSURANCE**

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
  1. Premises and operations;
  2. Blanket contractual liability;
  3. Broad form property damage;
  4. Independent contractors;
  5. Personal injury, with employee exclusion deleted; and
  6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

## **ARTICLE 7—SECURITY AND COMPLIANCE**

**7.1 Security.** Esri publishes its security capabilities at <http://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at [securesupport@esri.com](mailto:securesupport@esri.com) for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

**7.2 Malicious Code.** Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

**7.3 Export Compliance.** Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

## ARTICLE 8—CLOUD SERVICES

**8.1 Prohibited Uses.** Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Spams, spoofs, or phishes email; transmits junk email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

**8.2 Service Interruption.** System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

### 8.3 Customer Content.

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either:
  - (i) Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
  - (ii) Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

**8.4 Removal of Customer Content.** Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at [www.esri.com/legal/dmca\\_policy](http://www.esri.com/legal/dmca_policy).

**8.5 Service Suspension.** Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

**8.6 Notice to Esri.** Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

## ARTICLE 9—GENERAL PROVISIONS

**9.1 Payment.** Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the distributor's invoices in accordance with the distributor's payment terms.

**9.2 Feedback.** Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

**9.3 Patents.** Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

**9.4 Restrictions on Solicitation.** Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

**9.5 Taxes and Fees; Shipping Charges.** Fees that Esri quotes to Customer are exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; and shipping and handling charges. Esri will add any such taxes that it is required to remit to the total amount of its invoice to the Customer. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies.

**9.6 Compliance Review.** Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

**9.7 No Implied Waivers.** The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

**9.8 Severability.** If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

**9.9 Successor and Assigns.** Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri.

**9.10 Survival of Terms.** The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

**9.11 US Government Customer.** The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR

Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of the Products under applicable public procurement law, such rights will extend only to the portions affected. Online Services are FISMA-Low authorized but do not meet higher security requirements including those found in DFARS 252.239-7010.

**9.12 Governing Law.** This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Non-government Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

**9.13 Dispute Resolution.** The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

**9.14 Force Majeure.** A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

**9.15 Independent Contractor.** Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

**9.16 Notice.** Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.  
Attn: Contracts and Legal Department  
380 New York Street  
Redlands, CA 92373-8100  
USA  
Tel.: 909-793-2853  
Email: [LegalNotices@esri.com](mailto:LegalNotices@esri.com)

**ATTACHMENT C**  
**SAMPLE TASK ORDER**  
Esri Agreement No. \_\_\_\_\_  
Task Order No. \_\_\_\_\_

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. ("Esri"), and \_\_\_\_\_ ("Customer"), \_\_\_\_\_ ("Customer Address"), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: *[As applicable, specifically identify and describe Deliverables including custom code, map data, and technical data (including technical assistance) and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data), and place of delivery and location where technical assistance will be provided.]*

In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type: *[Firm Fixed Price (FFP) or Time and Materials (T&M)]*:
3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
4. Customer Address for the Receipt of Esri Invoices:
5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
6. Special Considerations:
7. Esri Project Manager: *[insert name, telephone, fax, and email address]*  
Esri Senior Contract Administrator: *[insert name, telephone, fax, and email address]*  
Customer Project Manager: *[insert name, telephone, fax, and email address]*  
Customer Senior Contract Administrator: *[insert name, telephone, fax, and email address]*  
Customer Accounts Payable Contact: *[insert name, telephone, fax, and email address]*

ACCEPTED AND AGREED:

[sample only—do not sign]  
(Customer)

Signature: [sample only—do not sign]

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

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

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

ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.  
(Esri)

Signature: [sample only—do not sign]

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

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

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

**ATTACHMENT D**  
**TIME AND MATERIALS RATE SCHEDULE**

See Quotation for Pricing.

The following list identifies additional terms of use that apply to specific Products. Each Product listing identifies one or more footnotes that apply to that Product. These footnotes supplement the terms of this Agreement. The definitions for each footnote follow the list. Unless otherwise noted in the applicable Ordering Document, extensions to a Product follow the same scope of use as that granted for the corresponding Product.

## Desktop Products

- ArcGIS Desktop (Advanced, Standard, or Basic) (26)
- ArcGIS Earth (20, 65)
- ArcGIS Explorer Desktop (20)
- ArcGIS for AutoCAD (20)
- ArcPad (13)
- ArcReader (20)
- ArcGIS for Personal Use (3, 26)

## Server Products

- ArcGIS Enterprise
  - Basic (17)
  - Standard or Advanced (17; 21; 23; 31)
  - Workgroup Standard or Advanced (21; 23; 28; 29; 30)
  - ArcGIS GIS Server (Standard or Advanced) (31)
  - ArcGIS GIS Server Basic (39)
  - ArcGIS GIS Server Workgroup (Standard or Advanced) (28; 29; 30)
  - ArcGIS GIS Server Workgroup Basic (39)
  - ArcGIS GIS Server Extension
  - ArcGIS for Maritime: Server (2)
  - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server (4)
- Esri Business Analyst for Server
  - Workgroup (28; 29; 30; 31; 39)
  - Enterprise (31; 39)
- World Geocoder for ArcGIS Basic (67)

## Developer Tools

- AppStudio for ArcGIS Standard (11, 16, 19)
- ArcGIS Runtime SDK for Android, iOS, Java, macOS, .NET, Windows Phone), Qt, or WPF (16; 19)
- ArcGIS Runtime Basic Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (1, 20)
- ArcGIS Runtime Basic, Standard, Advanced Levels and the Analysis Extension for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18)
- ArcGIS Engine Developer Kit and Extensions (16, 19; 22; 26)
- ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26)
- ArcGIS Web API for JavaScript (16; 64)
- ArcGIS Developer Subscription (24; 26)
- Esri File Geodatabase API (47)

## Mobile

- Navigator for ArcGIS (14)

## Online Services

- ArcGIS Online Developer Deployment Plans are available through multiple selling programs:
  - Commercial Retail, enterprise agreements, and Government Programs
    - + Free Subscription (68; 75; 76; 79; 81)
    - + Paid Subscription (68; 75; 76; 77; 79)
  - Education Programs (Free or Paid Subscriptions) (68; 70; 71; 72; 73; 75; 76; 79; 81)
  - NGO/NPO, Press/Media Programs (Free or Paid Subscription) (68; 70; 71; 72; 73; 75; 76; 79; 81)

- ArcGIS Online subscriptions are available through multiple Selling Programs:
  - Commercial Retail, EAs; and Government Programs (68; 69; 70; 77; 78; 82)
  - Education Programs (68; 69; 81; 82)
  - Non-profit Programs (68; 69; 81; 82)
- Public Plan
  - Commercial Retail; enterprise agreements; Government; NGO/NPO; Press/Media Programs (68; 71; 72; 73; 74; 75; 76; 80; 81)
  - Education Programs (68; 71; 72; 73; 74; 75; 76; 80; 81)
- AEC Project Delivery Subscription (83)

Footnotes:

1. May not be used to edit an enterprise geodatabase via Direct Connect.
2. Not for use in navigation.
3. Licensed for personal use only.
4. When used with ArcGIS Enterprise Workgroup
  - Limited to 1 four-core server.
  - Can be installed on a separate machine.
- 5–10. Reserved.
11. Applications built with AppStudio for ArcGIS Standard are subject to the terms of use for ArcGIS Runtime Standard Level.
12. Reserved.
13. Licensed as a Dual Use License.
14. May be used for navigational purposes.
15. Licensed as a Deployment License.
16. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use anywhere not prohibited under export regulation.
17. Customer shall not redistribute Oracle JDBC Driver or its documentation that is included with this Product. Oracle is a third-party beneficiary of this Agreement.
18. The Deployment License is per Value-Added Application per computer for stand-alone applications.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensed as a Redistribution License.
21. Customer may build Value-Added Applications for use by Customer's Named Users. Customer may not
  - (i) embed Named User Credentials in Value-Added Applications or (ii) embed or use App Login Credentials in Value-Added Applications. Customer may permit (a) public access to Value-Added Applications without credentials or (b) access using unique, individual Named User login credentials.
22. (a) An end user must acquire a license in either ArcGIS Engine for Windows/Linux Software or other ArcGIS Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on 1 computer; and
  - (b) The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on 1 computer for use only by that end user.
23. System to System Communication
  - (a) Customer may use a basic service login to enable one-way, read-only, system-to-system communications from ArcGIS Enterprise to other third-party, enterprise business system(s) in the customer's organization. Customer may use a Level 1 Named User Credential as a basic service login until Esri implements an actual service login credential. A specific Level 1 Named User Credential used as a basic service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.
  - (b) Customer may use a standard service login to enable two-way, read-write, system-to-system communications between ArcGIS Enterprise and other third-party, enterprise business system(s) in the customer's organization. Customer may use a Level 2 Named User Credential as a standard service login until Esri implements an actual service login credential. A specific Level 2 Named User Credential used as a standard service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.
24. Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Customer may use Value-Added Applications and

map caches with ArcGIS Enterprise Staging Server Licenses and Deployment Server Licenses. Software and Data may be installed on multiple computers for use by any ArcGIS Developer Subscribers with Builder or higher plan subscriptions; all other Software is licensed as a Single Use License.

25. Reserved.
26. The geodatabase is restricted to 10 gigabytes of Customer's data.
27. Reserved.
28. Use is limited to 10 concurrent end users of applications other than ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup geodatabase. There are no limitations on the number of connections from web applications.
29. Software requires a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of 10 gigabytes of Customer's data.
31. Includes a Failover License.
32. Reserved.
- 33–38. Reserved.
39. Any editing functionality included with ArcGIS GIS Server is not permitted for use with ArcGIS GIS Server Basic and ArcGIS GIS Server Workgroup Basic.
- 40–46. Reserved.
47. Customer may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Customer's end users.
- 48–53. Reserved.
54. Reserved.
- 55–63. Reserved.
64. Value-Added Applications for web deployment must be used in conjunction with other Esri Products. Third-party technologies may also be used in conjunction with Value-Added Applications as long as the Value-Added Applications are always used in conjunction with other Esri Product(s).
65. May only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Products.
66. Reserved.
67. Limited to 250,000,000 geocodes per annual subscription.
68. Customer may not store the geocoded results generated by World Geocoding Service without an ArcGIS Online subscription. Customer may use the data accessible through Infographics Service for display purposes only and may not save any data accessible through this service.
69. May be used for any business purpose of Customer's organization.
70. May be used for development and test purposes for Customer's organization.
71. May be used for teaching purposes in educational organizations.
72. May be used for the benefit of Customer's qualified NGO/NPO organization.
73. May be used for the benefit of press or media organizations.
74. May be used for personal use.
75. Customer may enable third-party use of Value-Added Applications only by publicly sharing using Sharing Tools. Customer may not use this subscription to power a Value-Added Application for its own business use unless Customer is an educational institution using the Value-Added Application for teaching purposes only, a qualified NGO/NPO organization, or a media or press organization.
76. Customer is not permitted to create private groups or participate in any private groups.
77. Customer may make Value-Added Applications available to third parties for a fee.
78. Customer may use this subscription to create or participate in private groups.
79. Each subscription is limited to 1,000,000 geosearch transactions per month in conjunction with Customer's subscription. Transactions include both basemap data and geocode search transactions. One basemap data transaction is equivalent to eight 256x256 tile requests. One geocode search transaction is equivalent to one address or place. If the results are stored in any manner such as after batch geocoding, the stored results are not counted toward the transaction limit. However, storage does consume Service Credits.

80. May permit registered students of an education institution to directly access the Online Services and share a single subscription between more than 1 registered student for teaching purposes only.
81. Customer may not make Value-Added Applications available to third parties for a fee.
82. A Named User may embed its Named User Credential in an ArcGIS API for Python script solely for the purpose of automating a workflow to be used exclusively by the Named User whose Named User Credential is embedded in the script.
83. Customer must use a separate AEC Project Delivery Subscription for each Customer client ("Client"). Customer may (i) use the AEC Project delivery Subscription solely to collaborate on project work with its Client; and (ii) provide Client with Named User access to the AEC Project Delivery Subscription to enable Client to access the AEC Project Delivery Subscription to collaborate on project work that Customer performs for Client. Client may not use the Named User License for any other purpose. Customer is solely responsible for Client's compliance with these terms of use and will ensure that Client stops using the AEC Project Delivery Subscription when the project ends.



This Esri Maintenance and Support Program document describes Esri's commitment to support a US customer's use of Esri's unmodified Qualifying Products by providing some or all of the following maintenance benefits: technical support, new version software, hot fixes, patches, software updates, Self-Paced E-Learning, beta programs, and/or Esri User Conference registration ("Maintenance"). Maintenance benefits may vary by product or program. For Maintenance details, contact Esri Customer Service or visit Esri's product qualification web page at <http://www.esri.com/software/maintenance/benefits>.

In addition to Maintenance, customers in the United States of America may purchase Premium Support Services (PSS), which enhance the benefits of Maintenance, including access to a designated Technical Account Manager (TAM), the ability for Premium LAC to convert a Case into a PSS Case at any time, priority Case management, and additional enhanced support and services. For Premium Support Services details, contact Esri or visit Esri's Premium Support web page at <http://support.esri.com/other-resources/SupportServices>.

Esri reserves the right to change the Esri Maintenance and Support Program at any time and, if reasonable under the circumstances, Esri will provide thirty (30) days' advance written notice of any material alterations. Any material alterations will become effective upon renewal.

## ARTICLE 1—DEFINITIONS

The terms used are defined as follows:

- a. **"Authorized Caller(s)"** means the Customer-designated individual who may contact Esri to request standard technical support (e.g., to report technical issues or request product assistance).
- b. **"Case"** previously referred to as Incident, means the Esri record that contains technical notes and documentation of all related interactions between Customer and Esri Support Services for a given technical issue. Depending on how the request was initiated, Esri will provide phone, email, or chat confirmation of the Case creation. The Case will be given a unique identification number for reference and tracking.
- c. **"Customer"** means Licensee as defined in the License Agreement.
- d. **"Customer Advocacy Program"** means an Esri program that gathers feedback from customers in order to improve Esri products in future releases. Feedback is gathered through ideas, customer support cases, and customer support surveys.
- e. **"Customer Number"** means a unique number created by Esri to identify each Customer office or site and that will be included on the invoice and/or packing list with any shipment.
- f. **"Hot Fix(es)"** means a single fix in one of the specific functional areas that is critical to Customer (e.g., Customers production has stopped) Esri will send the Hot Fix to Customer as soon as Esri completes a technical feasibility assessment. With the Hot Fix, Esri will deliver documentation that will clearly identify the technical problems addressed and any limitations. Esri will conduct limited testing on Hot Fixes before providing them to Customer. Esri will incorporate Hot Fixes into subsequent service packs. Hot Fixes do not provide new functionality. Hot Fixes will only function with the associated Esri product type and release.
- g. **"Patch(es)"** means a single fix (see Hot Fix[es]) or a set of related fixes that are in a specific functional area of the Esri product and will apply to multiple Esri customers. Once a Patch is released, it will be incorporated into a subsequent service pack release. Esri conducts limited testing on Patches before providing them to customers. Patches do not provide new functionality. Patches will only function with the associated Esri product type and release.
- h. **"Premium LAC"** means up to two (2) individuals selected by Customer to report a PSS Case and work directly with the TAM.
- i. **"PSS Case(s)"** means a Case that is opened as or elevated to PSS via Customer request or technical support's elevation process.
- j. **"Qualifying Product(s)"** means Esri's unmodified Products or Products that were modified by Esri or under Esri's direction and are eligible for some or all of the Maintenance benefits licensed to Customer subject to the terms and conditions of the License Agreement signed by Esri and Customer.
- k. **"Self-Paced E-Learning"** means a collection of self-paced learning resources for the ArcGIS Platform, accessible from the Esri Training website.

1. **"Software Updates"** means a collection of files that enhance or correct a Qualifying Product and that will be available for Customer to download during the Maintenance term.
2. **"TAM"** means the Technical Account Manager who will be the primary point of contact for the coordination and escalation of PSS Cases.

## ARTICLE 2—PAYMENT, EXPIRATION, RENEWAL, AND REINSTATEMENT

**2.1 Payment.** Esri will automatically provide Maintenance for the first twelve (12) consecutive months from the licensed date of Qualifying Products. Thereafter, Customer can purchase Maintenance and/or PSS in advance, on an annual basis with payment terms of net thirty (30) days, unless otherwise agreed to in another agreement between Customer and Esri. Customer may issue a purchase order for its initial PSS order at any time during a Maintenance term.

**2.2 Term Expiration.** Esri will send Customer a notice of expiration one hundred twenty (120) days before the term expires. Esri will issue a quote ninety (90) days before the expiration date ("Renewal Quote"). The Renewal Quote will be sent via email or fax and provide Customer with a breakdown of the Products licensed and PSS due to expire and the associated fees to renew. If Esri does not receive a purchase order or payment prior to the expiration date, Esri will notify Customer that the term has expired. Esri will continue to provide standard technical support for an additional thirty (30) days, but Customer will no longer receive Software Updates released after the Maintenance term's expiration, or have access to PSS. If Customer does not reinstate Maintenance within thirty (30) days after the expiration date, Customer will no longer receive technical support. All other Maintenance benefits and Premium Support Services will end with the expiration of the Maintenance term.

**2.3 Prorating Renewal Terms.** If Customer has acquired multiple Qualifying Products throughout the course of a year, Esri will provide a single Renewal Quote with prorated fees and a common renewal term for all Qualifying Products and PSS (if applicable). The common renewal term will start on the earliest of the Qualifying Products' renewal dates.

**2.4 Reinstatement Fee for Past Due Renewals.** Esri will reinstate Maintenance and PSS (if applicable) if Customer sends a purchase order or payment within thirty (30) days of the expiration date. If Customer does not renew Maintenance or PSS (either as a stand-alone order or through the Esri Enterprise Advantage Program) within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Customer would have paid since the expiration date. Renewal Maintenance and PSS will be reinstated at the then-current pricing.

## ARTICLE 3—ESRI USER CONFERENCE REGISTRATION; SELF-PACED E-LEARNING

**3.1 Esri User Conference Registration.** During the Maintenance term, Customer may be eligible for complimentary registrations to attend the Esri User Conference. Unless otherwise agreed to in writing by Esri and Customer, Customer's eligibility will be dependent on the license type(s) and quantity of Qualifying Products. Customer may purchase additional registrations. Customer must submit a registration form for each individual attending the conference. Esri User Conference registrations are assigned in the order received and are nontransferable.

**3.2 Self-Paced E-Learning.** During the Maintenance term, Customers will receive access to Self-Paced E-Learning. Each individual must have an Esri account, a broadband Internet connection, and must be an employee, agent, consultant, or contractor of Customer. For education accounts, individuals may include registered students.

## ARTICLE 4—TECHNICAL SUPPORT

**4.1 Scope of Technical Support.** During the Maintenance term, Qualifying Products will receive the level of technical support corresponding to the respective life cycle phase. Information on the Qualifying Product life cycle phase and the ArcGIS Product Life Cycle Support Policy can be found at <http://support.esri.com/en/content/productlifecycles>. Esri does not provide technical support for (a) sample applications; (b) patches received outside of a life cycle; or (c) third-party software, hardware, graphics cards, monitors, plotters, graphics printers, digitizers, modems, or similar peripherals that are not provided by Esri. However, Esri does answer questions about how to interface Esri products with supported devices.

**4.2 Authorized Callers.** Customer may designate a limited number of Authorized Callers per Qualifying Product. Customer may replace Authorized Callers at any time by notifying Esri Support Services or through the My Esri site. If Customer has an enterprise agreement, site license agreement, or paid PSS subscription with Esri, Authorized Callers will be identified by name in the corresponding agreement or documentation.

**4.3 Telephone, Chat, and Web Form.** If Customer needs help with a technical issue, Authorized Caller may contact Esri by phone, chat, or web form.

- a. *By Telephone.* Each technical support request will be logged as a Case. After a Case is logged, the caller will be connected to a technical specialist who will be dedicated to work on the technical issue. If a technical specialist is unavailable, the Case will be placed in a dispatch queue for the next available technical specialist.
- b. *By Chat.* To initiate a chat consultation, click the Chat with an Analyst button at <http://support.esri.com/en/webform-chat>. Chat-based requests can only be made during Esri Support Services operating hours, listed in Article 7 below. Each technical support request will be logged as a Case. After a Case is logged, Authorized Caller will be connected to a technical specialist. If a technical specialist is unavailable, Authorized Caller can opt to receive an email notification when the next technical specialist is available.
- c. *By Web Form.* Authorized Caller may request technical support by completing an online web form available at <http://support.esri.com/en/webform>. Requests made through this channel are received twenty-four (24) hours a day, seven (7) days a week, but are logged and assigned to a technical specialist the next business day. Esri will respond on a first come, first served basis. All Cases reported by web form are given the same priority and level of attention as those reported by telephone.

**4.4 Esri Online Support Center and My Esri.** Esri has created a self-help support website center for Authorized Caller to submit technical issues; chat with technical specialists; track technical support Cases through the Esri Customer Care portal; and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The Esri Support website can be found at <http://support.esri.com>. My Esri can be found at <https://my.esri.com>.

**4.5 Technical Support Case Reporting/Logging.** For most Qualifying Products, Authorized Caller may contact Esri as many times as needed. All requests for technical support must contain detailed information about the technical issue. Authorized Caller must be prepared to provide as much of the following information as possible:

- The Esri Customer Number
- The phone number and email address where Authorized Caller can be reached
- The version of the software and operating system in use
- The database in use, if applicable
- The Esri Global ID
- A description of what Customer was doing when the problem occurred
- The exact wording of any error messages that appear on the screen
- Any steps taken to resolve the problem

**4.6 Standard Technical Support Response Time.** Esri will respond to a technical support request during Esri Support Services operating hours. Esri will make commercially reasonable efforts to respond and provide status updates to Authorized Caller according to the severity level of the technical issue as shown in the table below. Authorized Caller may request that the technical specialist change a technical issue severity level, but requests for critical- and high-severity levels must be made via telephone.

Severity	Criteria	Response Time	Status Updates
Critical	<ul style="list-style-type: none"><li>▪ Causes a severe impact to business operations (e.g., critical business processes are disabled)</li><li>▪ No workaround available</li></ul>	Six (6) business hours	Esri will provide status every business day until closure of the Case.
High	<ul style="list-style-type: none"><li>▪ Causes a noncritical impact to business operations (e.g., significant degradation of quality or handling of data)</li><li>▪ No stable workaround available</li></ul>	Eight (8) business hours	Esri will provide status every business day until closure of the Case.
Medium	<ul style="list-style-type: none"><li>▪ Causes a minor impact to business operations</li></ul>	Two (2) business days	Esri will provide status every three (3) business days until closure of the Case.
Routine	<ul style="list-style-type: none"><li>▪ Causes little or no impact to business operations</li></ul>	Two (2) business days	Esri will provide status every five (5) business days until closure of the Case.

**4.7 Resolution Time.** After the Technical Support Case is logged, Esri will use commercially reasonable efforts to provide corrections to a technical issue or supply a workaround. While it is Esri's goal to provide an acceptable resolution to technical issues, Esri cannot guarantee that all technical issues can be fixed or resolved.

## ARTICLE 5—PREMIUM SUPPORT SERVICES (US CUSTOMERS ONLY)

If Customer is current on Maintenance, pays for and utilizes Premium Support Services, in addition to all benefits described for in Article 4 above, Customer will receive (i) access to a designated TAM, (ii) the ability for Premium LAC to convert a Case into a PSS Case at any time, (iii) priority Case management, and (iv) additional enhanced support and services.

**5.1 Technical Account Manager.** Esri will assign a TAM to Customer to work directly with Premium LAC to oversee open Cases.

- a. TAM will (i) become familiar with Customer's geographic information system (GIS) software architecture and infrastructure; (ii) verify that all open PSS Cases are prioritized above Cases opened under Maintenance; (iii) work closely with Premium LAC and Esri senior support analyst toward the resolution of all open PSS Cases; (iv) provide Premium LAC with a daily status update on all PSS Cases or as agreed to by TAM and Customer; and (v) make reasonable efforts to be available from 5:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except on Esri holidays.
- b. Esri may replace TAM with another TAM of similar skill and background, by written notice to Customer.
- c. All communications will be conducted in the English language unless by written agreement of both parties.

**5.2 Priority Case Management.** Priority Case management will include the following protocol:

- a. Cases reported by Premium LAC and converted to a PSS Case will be given priority handling after the initial Case is created and documented (excluding chat Cases); and
- b. The Customer Advocacy Program within Esri support services, created to improve Esri's ability to understand and respond to technical issues, will give priority to Qualifying Product defects affecting Customer.

**5.3 PSS Response Time.** In addition to the response times outlined in Article 4.6, Esri will make commercially reasonable efforts to call or send an email response within one (1) business hour of receipt of a new PSS Case, regardless of its severity level. Esri will provide a status report every business day until closure of the PSS Case.

## ARTICLE 6—CONFIDENTIALITY

All data, conversations, and Cases are confidential in nature. Esri will treat all Cases (including PSS Cases) as confidential, using the same degree of care, but no less than reasonable care, as Esri uses to protect its own confidential information. Within ninety (90) days of closing a Case, Esri will delete or destroy all information provided within a Case, unless otherwise requested by Licensee, in writing, to delete specific datasets more than ninety (90) days closing a Case. This obligation to delete or destroy excludes information retained in backup media or other archival records maintained in the ordinary course of business that are not readily accessible by Esri personnel, or information retained for future review by Esri's development team.

## ARTICLE 7—CONTACTING ESRI

### Esri Support Services

Web: <http://support.esri.com/>

Tel.: 909-793-3774

Toll-Free Phone: 888-377-4575, extension 2

Support Web Form: <http://support.esri.com/en/webform>

MyEsri: <http://my.esri.com>

Chat: <http://support.esri.com/en/webform-chat>

### Esri Corporate Offices

Tel.: 909-793-2853

Fax: 909-793-5953

Email: [info@esri.com](mailto:info@esri.com)

### Esri Customer Service

Tel.: 888-377-4575, extension 5

Email: [service@esri.com](mailto:service@esri.com)

Web: <http://service.esri.com>

Operating Hours: 5:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except Esri holidays



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

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**SUBJECT:** Minutes for the City Council workshop held September 10, 2019.

**AGENDA DATE OF:** September 24, 2019      **DATE SUBMITTED:** Aug 01, 2019

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20190924\\_Minutes\\_Council workshop 9-10-19.pdf](#)

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

**PAYMENT TO BE MADE TO:** N/A

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

**SUMMARY STATEMENT:**

Minutes for the City Council workshop held on September 10, 2019 at 4:00 p.m.

**RECOMMENDED ACTION:**

Approve minutes as presented.

CITY COUNCIL MINUTES  
WORKSHOP

KERRVILLE, TEXAS  
SEPTEMBER 10, 2019

COUNCILMEMBERS PRESENT:

Bill Blackburn	Mayor
Judy Eychner	Mayor Pro Tem
Gary Cochrane	Councilmember Place 1
Kim Clarkson	Councilmember Place 2
Delayne Sigerman	Councilmember Place 4

COUNCILMEMBER ABSENT: None

CITY STAFF PRESENT:

Mark McDaniel	City Manager
E.A. Hoppe	Deputy City Manager
Mike Hayes	City Attorney
Shelley McElhannon	City Secretary
Sherry Mosier	Manager of Strategic Initiatives

VISITORS PRESENT:

Robert White  
Bonnie White

**1. CALL TO ORDER**

On September 10, 2019 at 4:02 p.m., the Kerrville City Council Workshop was called to order by Mayor Bill Blackburn in the Upstairs Conference Room at 701 Main Street.

Citizen Bonnie White spoke.

**2. EXECUTIVE SESSION**

Councilmember Judy Eychner moved to go into executive session under Section 551.071, 551.072, and 551.087 of the Texas Government Code. Councilmember Gary Cochrane seconded, and the motion passed 5-0.

Mayor Blackburn recessed the open session at 4:04 p.m., and Council convened in closed executive session.

At 5:34 p.m., the Council reconvened in open session.

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

Mayor Blackburn announced that no action was taken in executive session.

**4. ADJOURNMENT.**

The meeting was adjourned at 5:36 p.m.

APPROVED:

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Bill Blackburn, Mayor

ATTEST:

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Shelley McElhannon, City Secretary

APPROVED: \_\_\_\_\_



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

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**SUBJECT:** Minutes for the City Council meeting held September 10, 2019.

**AGENDA DATE OF:** September 24, 2019      **DATE SUBMITTED:** Aug 01, 2019

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20190924\\_Minutes\\_Council meeting 9-10-19.pdf](#)

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

**PAYMENT TO BE MADE TO:** N/A

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

**SUMMARY STATEMENT:**

Minutes for the City Council meeting held on September 10, 2019 at 6:00 p.m.

**RECOMMENDED ACTION:**

Approve minutes as presented.

CITY COUNCIL MINUTES  
REGULAR MEETING

KERRVILLE, TEXAS  
SEPTEMBER 10, 2019

On September 10, 2019, at 6:00 p.m. the meeting was called to order by Mayor Bill Blackburn in the City Hall Council Chambers at 701 Main Street. The invocation was offered by Mayor Blackburn, followed by the Pledge of Allegiance led by Mayor Blackburn.

**COUNCILMEMBERS PRESENT:**

Bill Blackburn	Mayor
Judy Eychner	Mayor Pro Tem
Gary Cochrane	Councilmember
Kim Clarkson	Councilmember
Delayne Sigerman	Councilmember

**COUNCILMEMBER ABSENT:** None

**CITY EXECUTIVE STAFF PRESENT:**

Mark McDaniel	City Manager
E.A. Hoppe	Deputy City Manager
Mike Hayes	City Attorney
Shelley McElhannon	City Secretary
Stuart Cunyus	Public Information Officer
Amy Dozier	Director of Finance
Guillermo Garcia	Executive Director of Innovation
David Knight	Chief of Police
Kim Meismar	Executive Director of General Operations
Sherry Mosier	Manager of Strategic Initiatives
Drew Paxton	Executive Director of Development Services
Dannie Smith	Fire Chief

**VISITORS PRESENT:** On file in City Secretary's Office for required retention period.

**1. ANNOUNCEMENTS OF COMMUNITY INTEREST:**

Items of Interest to the Community were presented by Stuart Cunyus and Councilmember Judy Eychner.

**2. VISITORS FORUM:**

No citizens signed up to speak at the visitors/citizens forum.

**3. PRESENTATIONS:**

3A. Mayor Blackburn presented the City of Kerrville's 130<sup>th</sup> Anniversary proclamation to the Community of Kerrville. Citizens Fred Gamble, Hugo Madrid, and Lyndia Rector accepted the proclamation for the Community.

3B. Mayor Blackburn presented a Proclamation observing September 2019 as Library Card Sign-up Month. The Proclamation was received by the Library Director Laura Bechtel and Assistant Library Director Danielle Brigatti.

**4. CONSENT AGENDA:**

Councilmember Eychner moved to approve the items on the consent agenda as presented. Councilmember Gary Cochrane seconded, and the motion passed 5-0.

4A. Ratification of Payment for Legislative Consulting Services.

4B. Minutes for the City Council workshop held August 27, 2019.

4C. Minutes for the City Council meeting held August 27, 2019.

**END OF CONSENT AGENDA:**

**5. ORDINANCE(S), FIRST READING:**

5A. Ordinance No. 2019-23. An Ordinance approving and adopting the City of Kerrville, Texas, Sign Code, a comprehensive rewrite of the City's sign regulations in accordance and aligned with the Kerrville Comprehensive Plan (Kerrville 2050); said rewrite to be known as the "City of Kerrville, Texas Sign Code" and found within a new Chapter 92 of the City's Code of Ordinances, which will repeal and replace Article II of Chapter 6 of the City's Code of Ordinances; adopting revised regulations concerning the installation and maintenance of signs within the City of Kerrville, Texas, and within the extraterritorial jurisdiction of the City; 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.

Drew Paxton presented the item, highlighted changes, and responded to questions. Discussion ensued among Council.

The following persons spoke:

- Julie Leonard
- Bruce Barton
- Stacy Page
- Cory Traub
- Jack Pratt
- Pablo Brinkman
- Martin Stringer
- William Rector
- Chris Avery
- George Baroody
- Michael Sigerman
- Bruce Stracke
- Joe Pruneda
- Mike Walker

Mayor Blackburn made a motion to approve Ordinance 2019-23 as presented with one exception, to change the electronic sign single display minimum from 4 seconds to 8 seconds before transitioning. After discussion from Council, Mayor Blackburn revised his motion to adopt Ordinance 2019-23 as presented, and at the second reading Council will address the concerns and issues. The revised motion was seconded by Councilmember Eychner. The motion failed 2-3, with Mayor Blackburn and Councilmember Eychner

voting in favor, and Councilmember Cochrane, Councilmember Kim Clarkson, and Councilmember Delayne Sigerman voting against.

Councilmember Sigerman moved to amend Ordinance No. 2019-23 to read “*shall operate in a way that the message remains static for a minimum of 8 seconds*” opposed to 4 seconds. Councilmember Eychner seconded and the motion passed 4-1, with Mayor Blackburn, Councilmember Cochrane, Councilmember Eychner, and Councilmember Sigerman voting in favor, and Councilmember Clarkson voting against.

Councilmember Sigerman moved to amend Ordinance No. 2019-23 to change the language in Section 92-9, (5) Electronic displays, item j. to read “*simultaneously change*” as opposed to “*up to 1 second*”. Councilmember Eychner seconded, and the motion failed 2-3 with Councilmember Eychner and Councilmember Sigerman voting in favor, and Mayor Blackburn, Councilmember Cochrane, and Councilmember Clarkson voting against.

Mayor Blackburn moved to adopt the entire Ordinance 2019-23 as presented with the exception of the earlier motion that passed regarding the minimum 8 seconds. Councilmember Sigerman seconded and the motion passed 4-0 with Mayor Blackburn, Councilmember Cochrane, Councilmember Eychner, and Councilmember Sigerman voting in favor, and Councilmember Clarkson voting against.

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

6A. Ordinance No. 2019-22. An Ordinance creating a "Planned Development District" for agricultural, commercial, mixed-use, office, open space, residential, and wireless telecommunication facilities on tracts of land making up an approximate 264.22 acres, as defined herein, and within the City of Kerrville, Kerr County, Texas; and more generally located southeast of the intersection of Farm-to-Market Road 783 (Harper Highway) and Interstate 10 and adjacent to and north of Holdsworth Drive; adopting a concept plan and conditions related to the development of said district; repealing Ordinance Nos. 2004-15 and 2017-19, which established the previous zoning of the property, containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed \$2,000 for each day of violation of any provision hereof; ordering publication; and providing other matters relating to the subject.

Mayor Blackburn opened the public hearing at 7:38 p.m.

Drew Paxton presented the item and responded to questions, and real estate consultant Bruce Stracke responded to questions.

The following persons spoke:

- George Baroody
- Bill Morgan

Councilmember Cochrane moved to approve Ordinance No. 2019-22 as presented. Councilmember Eychner seconded, and the motion passed 5-0.

Mayor Blackburn closed the public hearing at 7:51 p.m.

**7. PUBLIC HEARING(S):**

7A. Property tax rate (ad valorem tax) for the 2019 tax year (Fiscal Year 2020).

Amy Dozier presented the tax rate item for the second public hearing. Ms. Dozier noted that the first public hearing was held August 27, 2019.

Mayor Blackburn opened the public hearing at 7:54 p.m.

The following person spoke:

- George Baroody

Mayor Blackburn closed the public hearing at 7:56 p.m.

**8. ORDINANCES, FIRST READING:**

8A. Ordinance No. 2019-21. An Ordinance adopting the annual budget for the City of Kerrville, Texas, Fiscal Year 2020; providing appropriations for each City department and fund; containing a cumulative clause; and containing a savings and severability clause.

Amy Dozier presented the item.

The following person spoke:

- George Baroody

Councilmember Cochrane moved as follows: "I move to approve Ordinance 2019-21 to adopt the City's budget for Fiscal Year 2020 on first reading." Ms. Eychner seconded. The voting results were as follows:

Mayor Blackburn YES

Mayor Pro Tem Eychner YES

Councilmember Cochrane YES

Councilmember Clarkson YES

Councilmember Sigerman YES

Councilmember Clarkson moved as follows: "I make a motion that we vote to ratify a budget that will require raising more revenue from property taxes than the previous fiscal year". Councilmember Cochrane seconded, and the motion passed 5-0.

8B. Ordinance No. 2019-20. An Ordinance levying an ad valorem tax for the use and the support of the Municipal Government for the City of Kerrville, Texas, for Fiscal Year 2020; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid.

Amy Dozier presented item.

Mayor Blackburn moved as follows: "I make a motion that Ordinance 2019-20 be adopted and that the property tax rate be increased by the adoption of a tax rate of

\$0.5400, which is effectively a 3.4% percent increase in the tax rate." Councilmember Sigerman seconded. The voting results were as follows:

Mayor Blackburn YES

Mayor Pro Tem Eychner YES

Councilmember Cochrane YES

Councilmember Clarkson YES

Councilmember Sigerman YES

**9. INFORMATION & DISCUSSION:**

9A. Authorization for the City of Kerrville, Texas, to make application to the City of Kerrville Economic Improvement Corporation for improvements to the Kerrville/Kerr County Airport at Louis Schreiner Field.

E.A. Hoppe presented information and responded to questions.

The following person spoke:

- Michael Sigerman

Councilmember Cochrane moved to authorize the City of Kerrville, Texas, to make application to the City of Kerrville Economic Improvement Corporation for improvements to the Kerrville/Kerr County Airport at Louis Schreiner Field. Councilmember Eychner seconded, and the motion passed 5-0.

**10. ITEMS FOR FUTURE AGENDAS:**

- Tot Tribe concerns and suggestions by Councilmember Clarkson

**11. EXECUTIVE SESSION:**

None

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

None

**ADJOURNMENT**

The meeting was adjourned at 8:15 p.m.

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Bill Blackburn, Mayor

ATTEST: \_\_\_\_\_  
Shelley McElhannon, City Secretary

APPROVED: \_\_\_\_\_



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

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**SUBJECT:** Minutes for the Kerrville-Kerr County Joint workshop held September 16, 2019.

**AGENDA DATE OF:** September 24, **DATE SUBMITTED:** Aug 01, 2019

**SUBMITTED BY:** Shelley McElhannon

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**EXHIBITS:** [20190924\\_Minutes\\_City-County Workshop 9-16-19.pdf](#)

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

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**PAYMENT TO BE MADE TO:** N/A

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**Kerrville 2050 Item?** No

**Key Priority Area** N/A

**Guiding Principle** N/A

**Action Item** N/A

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**SUMMARY STATEMENT:**

Minutes for the Kerrville-Kerr County Joint workshop held on September 16, 2019 at 8:30 a.m.

**RECOMMENDED ACTION:**

Approve minutes as presented.

CITY COUNCIL MINUTES  
SPECIAL JOINT WORKSHOP  
WITH KERR COUNTY COMMISSIONERS

KERRVILLE, TEXAS  
SEPTEMBER 16, 2019

COUNCILMEMBERS PRESENT:

Bill Blackburn	Mayor
Judy Eychner	Mayor Pro Tem
Gary Cochrane	Councilmember Place 1
Kim Clarkson	Councilmember Place 2
Delayne Sigerman	Councilmember Place 4

COMMISSIONERS PRESENT:

Rob Kelly	County Judge
Harley Belew	Precinct 1 Commissioner
Tom Mosier	Precinct 2 Commissioner
Jonathan Letz	Precinct 3 Commissioner
Don Harris	Precinct 4 Commissioner

COUNCILMEMBER ABSENT: None

COMMISSIONERS ABSENT: None

CITY STAFF PRESENT:

Mark McDaniel	City Manager
E.A. Hoppe	Deputy City Manager
Mike Hayes	City Attorney
Shelley McElhannon	City Secretary
Maya Johnson	Executive Assistant

COUNTY STAFF PRESENT:

Carole Dungan	Airport Secretary
Jody Grinstead	Court Coordinator
Charlie Hastings	County Engineer
Rusty Hierholzer	Sheriff
Mary Rohrer	Airport Manager
Heather Stebbins	County Attorney

AIRPORT BOARD PRESENT:

Bill Wood	President
Mark Mosier	Vice-President
Trey Atkission	Board Member
Jim Mans	Board Member
Keith Miller	Board Member

**1. CALL TO ORDER**

On Monday September 16, 2019 at 9:12 a.m., Judge Rob Kelly called the Kerr County Commissioners Court to order, and the Kerrville City Council Workshop was called to order by Mayor Bill Blackburn at 9:13 a.m. at the Hill Country Youth Event Center on 2785 Highway 27, Kerrville, Texas.

**2. OPENING**

2.A. The invocation was provided by Mayor Blackburn.

2.B. The Pledge of Allegiance was led by Judge Kelly.

**3. SELF-INTRODUCTIONS**

3.A. Self introductions were conducted by the elected officials and appointed officials in attendance.

**4. INFORMATION AND DISCUSSION**

4.A. Airport Manager Mary Rohrer and members of the Airport Board presented the Kerrville/Kerr County Airport Strategic Plan 2019-2023, and responded to questions. Discussion ensued among workshop participants, who asked questions, provided feedback and commented.

4.B. Suggestions by Council and Commissioners for future workshop topics and dates: affordable housing, safety, economic development, homeless population, animal control, long-range planning, mental health situation. Both Council and Commissioners will send a list of topics for the next workshop.

4.C. Closing remarks were made by Mayor Blackburn and Judge Kelly.

**5. ADJOURNMENT**

The meeting adjourned at 10:46 a.m. by Mayor Blackburn and Judge Kelly.

APPROVED:

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Bill Blackburn, Mayor

ATTEST:

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Shelley McElhannon, City Secretary

APPROVED: \_\_\_\_\_



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

**SUBJECT:** Ordinance No. 2019-23. Second reading. An Ordinance approving and adopting the City of Kerrville, Texas, Sign Code, a comprehensive rewrite of the City's sign regulations in accordance and aligned with the Kerrville Comprehensive Plan (Kerrville 2050); said rewrite to be known as the "City of Kerrville, Texas Sign Code" and found within a new Chapter 92 of the City's Code of Ordinances, which will repeal and replace Article II of Chapter 6 of the City's Code of Ordinances; adopting revised regulations concerning the installation and maintenance of signs within the City of Kerrville, Texas, and within the extraterritorial jurisdiction of the City; 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.

**AGENDA DATE OF:** September 24, 2019      **DATE SUBMITTED:** Aug 16, 2019

**SUBMITTED BY:** Drew Paxton

**EXHIBITS:** 20190924\_Attachment\_Summary of Sign Code changes from 9-10-19 Council.pdf  
20190924\_Ordinance\_2019-23 Sign Code revision Second reading.pdf  
Ch 92 Sign Code\_091619 Redlines.pdf

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

**PAYMENT TO BE MADE TO:** N/A

<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	C - Community / Neighborhood Character and Place Making
<b>Guiding Principle</b>	C5. Establish clear guidelines for code enforcement and zoning, educate the public on the value and importance of property maintenance, and focus on proactive code enforcement and maintaining minimum property standards.
<b>Action Item</b>	C5.8 - Review and amend the City's sign ordinance for greater clarity, consistency and in support of Kerrville 2050 Guiding Principles

## **SUMMARY STATEMENT:**

The Kerrville 2050 Plan recommends the update of several existing codes in order to address any provisions that may be in conflict with the goals of the comprehensive plan. The update to the sign code stems from several of the guiding principles found within Kerrville 2050. Guiding principles and action items that specifically support the update to the sign code:

- Economic Development, E2.12: Ensure that Development Services processes and existing codes and ordinances are not impediments to development/redevelopment
- Community & Neighborhood Character/Placemaking, C5.8: Review and amend the City's sign ordinance for greater clarity, consistency, and in support of Kerrville 2050, C5.12: Engage third-party services to assist with the review and rewrite of existing City codes, including the zoning and subdivision ordinances and zoning map, to ensure they are consistent with and support Kerrville 2050
- Downtown Revitalization, D3 Guiding Principle: Maintain and support small businesses with a local identity
- Economic Development, E11 Guiding Principle: Promote new retail development while considering its impact on existing business
- Public Facilities and the Built and Natural Environment, F6 Guiding Principle: Focus close attention on building architecture and scale to preserve Kerrville's small-town charm.

### Meetings to Date:

May 9, 2019 – Code Review Committee

May 16, 2019 – Community Open House

June 6, 2019 – Code Review Committee

July 30, 2019 – Code Review Committee

August 15, 2019 - Planning and Zoning Commission

September 10, 2019 - City Council

The Code Review Committee and the Planning and Zoning Commission have reviewed the proposed sign code and given their recommendation for approval. These updates include:

Added or clarified definitions and regulations for awning signs, canopy signs, electronic displays, murals, and a few others.

Provided graphics for several terms and regulations.

Electronic displays are required a vented frame or border of at least 6 inches around the electronic display.

Freestanding Signs, electronic displays, and feather flags are prohibited in the Downtown Arts and Culture District and Downtown Core.

Allows a one second fade transition for electronic displays to soften any flicker effect.

Lowered awning, canopy, and projecting sign heights over pedestrian areas to 6'-8" (six feet eight inches).

Combined and simplified requirements for incidental signs.

Increased focus upon content-neutrality (in response to the Reed Supreme Court decision).

A noncommercial message may be substituted for a commercial message (without approval/permitting) if sign structure is legally conforming.

Exempts governmental signs and flags.

Exempts traffic control devices (per the MUTCD).

Requires clear display of address numerals (all properties).

Requires compliance with any law that requires posting of danger/prohibited access signs.

If conflict between Sign Code and another code, the most restrictive applies.

In the Planning and Zoning Commission recommendation, the size of electronic displays has not changed, providing a maximum size of 32 square feet, consistent with the current sign code.

During the City Council first reading, Council noted a few areas of concern. After the first reading at City Council, staff heard from several citizens regarding the updates to the sign code. These amendments to the sign code, after the first Council hearing, are captured in the red line draft and in the attached summary, "2019.09.18\_Summary Attachment". These are in addition to, or a change from the Planning and Zoning Commission recommendations.

#### **RECOMMENDED ACTION:**

Approve Ordinance.

The following is a list of changes to the proposed sign code that occurred after the City Council first reading. These changes were made to address concerns from several citizens as well as City Council.

- School district signs are not prohibited from displaying commercial messages.
- The prohibition of freestanding signs, electronic displays, and feather flags has been amended to include only the Downtown Core, consistent with the current sign code.
- Clarifies that sidewalk signs shall be in front of the advertising business and must maintain a minimum of four feet unobstructed walkway.
  - Canopy signs and canopy roof signs are not limited to one per entrance or establishment.
- Electronic displays are not required a frame or border.
- Luminance limitations code reference to “Section 92-9(5)o” has been corrected.
- Electronic default mechanism has been removed as per P&Z recommendation.
- Electronic displays shall display any message for a minimum of eight seconds.
- Allows a one second fade transition for electronic displays.
- Electronic displays shall display any message for a minimum of eight seconds.
- Wall signs, of any type or style, may be internally illuminated. Not limited to individual cutout words or figures.
- Clearance height above pedestrian travel surfaces in section 92-10 has been corrected to read six feet eight inches.

These changes are incorporated into the draft sign code as published.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2019-23**

**AN ORDINANCE APPROVING AND ADOPTING THE CITY OF KERRVILLE, TEXAS, SIGN CODE, A COMPREHENSIVE REWRITE OF THE CITY'S SIGN REGULATIONS IN ACCORDANCE AND ALIGNED WITH THE KERRVILLE COMPREHENSIVE PLAN (KERRVILLE 2050); SAID REWRITE TO BE KNOWN AS THE "CITY OF KERRVILLE, TEXAS SIGN CODE" AND FOUND WITHIN A NEW CHAPTER 92 OF THE CITY'S CODE OF ORDINANCES, WHICH WILL REPEAL AND REPLACE ARTICLE II OF CHAPTER 6 OF THE CITY'S CODE OF ORDINANCES; ADOPTING REVISED REGULATIONS CONCERNING THE INSTALLATION AND MAINTENANCE OF SIGNS WITHIN THE CITY OF KERRVILLE, TEXAS, AND WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY; 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**, in June 2018, City Council, pursuant to its home-rule authority and Chapter 213 of the Texas Local Government Code, adopted the *City of Kerrville Comprehensive Plan – Kerrville 2050* ("Comprehensive Plan"); and

**WHEREAS**, City Council seeks to provide for the orderly development and use of property within the corporate limits of the City of Kerrville, Texas ("City") and its extraterritorial jurisdiction ("ETJ"); and

**WHEREAS**, in accordance with the Comprehensive Plan, City Council seeks to maintain the value of Kerrville's scenic beauty and rural charm, both of which are significant attributes of the City's quality of life, through a comprehensive regulatory program that includes zoning, subdivision control, and the regulation of signs; and

**WHEREAS**, following the adoption of the Comprehensive Plan, City Council created and appointed a Code Review Committee ("CRC") made up of 15 people with a variety of vocations and interests; and

**WHEREAS**, Council, through Resolution No. 34-2018, charged the CRC with reviewing and considering recommendations regarding development related codes, including the City's sign regulations, as currently found within Chapter 6 of the City's Code of Ordinances ("Sign Code"); and

**WHEREAS**, toward that end, the CRC, City staff, and the City's consultants worked diligently to review and rewrite Chapter 6 in accordance with the general principals and guidelines found within the Comprehensive Plan, as well as several recent court cases concerning the regulation of signs and Chapter 216 of the Texas Local Government Code; and

**WHEREAS**, beginning in October 3, 2018, the CRC has met 12 times to date, in meetings that were open to the public and which included at times the discussion of the City's existing sign regulations; and

**WHEREAS**, the CRC recommended a number of revisions to Chapter 6 and forwarded those recommendation to the Planning and Zoning Commission (the "Commission") for its review; and

**WHEREAS**, the Commission, in a meeting noticed in the newspaper, held a public hearing and a number of citizens spoke about the proposed rewrite of the Sign Code; and

**WHEREAS**, the Commission considered the CRC's proposal, which included new regulations for electronic message boards and various types of temporary signs, and recommended approval; and

**WHEREAS**, following its public hearing and discussion, the Commission recommended that City Council adopt the proposed sign regulations; and

**WHEREAS**, after receiving the proposed Sign Code from the Planning and Zoning Commission along with its recommendation for adoption, City Council reviewed and considered the amended sign regulations; and

**WHEREAS**, as part of its review and consideration of a new Sign Code, City Council held a public hearing on September 10, 2019, where it then received public comments; and

**WHEREAS**, at a meeting on September 10, 2019, that was open to the public as required by law, the public notice of the time, place, and purpose of said meeting was given, and at which all citizens and parties in interest were given an opportunity to be heard; and after considering the recommendations of the CRC and City staff; and after considering among other things, the character of the various areas of the City and the suitability and appropriateness of signs within each area; and with a view to conserving the value of property, maintaining safety and the public health, and encouraging the most appropriate use of signs throughout the City, Council, following multiple readings of the proposed ordinance, finds it to be in the best

interest of the health, safety, morals, and general welfare of the City of Kerrville, Texas, to adopt new regulations concerning the installation and maintenance of signs within the City and its ETJ;

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

**SECTION ONE.** The facts, recitations, and findings contained in the preamble of this Ordinance are found to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

**SECTION TWO.** Chapter 6 "Advertising", Article II "Signs", of the Code of Ordinances of the City of Kerrville, Texas, is repealed and replaced in its entirety with a new Chapter 92, as provided for in **Exhibit A**, which is attached, included herein for all purposes, and hereby adopted. Said new Chapter 92 will be published and included within the City's Code of Ordinances as the City's "Sign Code".

**SECTION THREE.** The City Secretary is authorized and directed to submit this Ordinance to the publisher of the City's Code of Ordinances and the publisher is authorized to amend said Code to reflect the provisions adopted herein, to include the addition of a new Chapter 92 into the Code, and to correct typographical errors and to index, format, and number and letter paragraphs to the existing Code as appropriate.

**SECTION FOUR.** 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. Further, the proposed Sign Code results from a comprehensive review, rewrite, and replacement of the City's current sign regulations and procedures and said Code repeals and replaces, to include without limitation: Ordinance Nos. 2012-05, 2013-10, 2014-02, 2014-05, 2014-20, and 2018-05.

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

**SECTION SIX.** If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. City Council

declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION SEVEN.** The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 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) per day for each violation hereof.

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

PASSED AND APPROVED ON FIRST READING, this the 10 day of SEPTEMBER A.D., 2019.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

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Bill Blackburn, Mayor

APPROVED AS TO FORM:



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Michael C. Hayes, City Attorney

ATTEST:

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Shelley McElhannon, City Secretary

# **Chapter 92**

## **SIGN CODE**

### **ARTICLE I. - SIGNS**

#### **Sec. 92-1. - In general.**

A person shall not install, put up, place, reconstruct, repair, maintain, or use a sign, as defined, unless the sign complies with these regulations, known as the City's sign code, and any other applicable City Code.

#### **Sec. 92-2. - Purpose; Legislative Findings; Interpretation; and General Matters.**

(a) The City Council finds that to protect the health, safety, property, and welfare of the public it is necessary to prevent the unregulated proliferation of signs while at the same time respecting the public's right to freely engage in constitutionally protected speech and the use of private property on a content-neutral basis. The purpose of these rules and regulations is to promote and protect the health, safety, welfare, convenience, and enjoyment of the public and to achieve the following objectives:

- (1) To provide uniform sign standards and regulations in order to improve visual safety for pedestrians and traffic;
- (2) To provide for safe construction, location, and maintenance of signs;
- (3) To prevent and reduce proliferation of unauthorized, hazardous, traffic-distracting, non-maintained and abandoned signs;
- (4) To minimize the possible adverse effect of visual clutter on public and private property; and
- (5) To promote a positive image for the City by reflecting order, harmony, and consistency, and thereby strengthening the economic viability of the City's residential, commercial, cultural, and historical areas.

(b) It is not the purpose or intent of this chapter to regulate signs based solely on their content. This chapter shall be interpreted in a manner consistent with the First Amendment of the Constitution of the United States and with

Chapter I of the Texas Constitution. If any provision of this chapter is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of other provisions of this chapter and may be given effect without the invalid provision.

- (c) A noncommercial message of any type may be substituted for any allowed commercial message or allowed noncommercial message on an existing sign; provided, that the sign structure or mounting device is legally conforming without consideration of message content. A substitution of a noncommercial message may be made without any additional approval or permitting. This provision prevails over any more specific provision to the contrary within this chapter. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over noncommercial speech, or favoring of any particular noncommercial speech over any other noncommercial speech. This provision does not create a right to increase the total number or size (*i.e.*, square footage, height, etc.) of signs on a tract of land or property, nor does it affect the requirement that a sign structure or mounting device be properly permitted by the City.
- (d) This chapter is not intended to, and does not apply to signs or flags erected, maintained, or otherwise posted by the City, the state of Texas, or the U.S. federal government which may be placed in any location within the City's boundaries and within its extraterritorial jurisdiction (ETJ).
- (e) This chapter is not intended to, and does not apply to, traffic-control devices, not including directional signs, on private or public property which must be erected and maintained to comply with the Manual on Uniform Traffic-Control Devices adopted by the state of Texas and/or by the Federal Highway Administration, as applicable and as may be amended.
- (f) Every improved property within the City shall be marked using numerals that clearly and accurately identify the address of the property so that public safety agencies may easily identify the address from public right(s)-of-way. Such address markings shall comply with the City's building, fire, and other applicable codes including size, placement, and illumination if applicable.
- (g) Where a federal, state, or local law requires a property owner to post a sign on his or her property to warn of a danger or to prohibit access to the property either generally or specifically, the owner shall comply with that law by posting and maintaining such a sign on the property that meets the standards and dimensions required by applicable law.

(h) The City Manager shall be the primary City official responsible for interpreting and administering this chapter. However, the City Manager, at his/her discretion, may otherwise delegate this authority to any other City official or to a qualified outsourced entity.

(i) In the event of a conflict between this chapter and another code or ordinance of the City, then the most restrictive provision shall apply.

### **Sec. 92-3. - Design guidelines.**

It is City policy to encourage signs which are appropriate to a rural, Hill Country setting and to discourage signs which are in conflict with the character of the community. To this end, all sign owners, operators, and installers are encouraged to conform to the following guidelines for sign location, configuration, design, and materials:

- (1) Signs should be located with sensitivity to preserving the natural landscape, environment, and surrounding views.
- (2) Signs should be incidental to the principal use of a site and should never be allowed to visually dominate a site.
- (3) The height, width, and area of a sign should relate to the adjacent street type and the length of street frontage.

### **Sec. 92-4. - Jurisdiction.**

These sign regulations apply within the City's boundaries and within the extraterritorial jurisdiction ("ETJ") of the City, as such areas may be changed from time to time, and as defined and allowed by state and federal law.

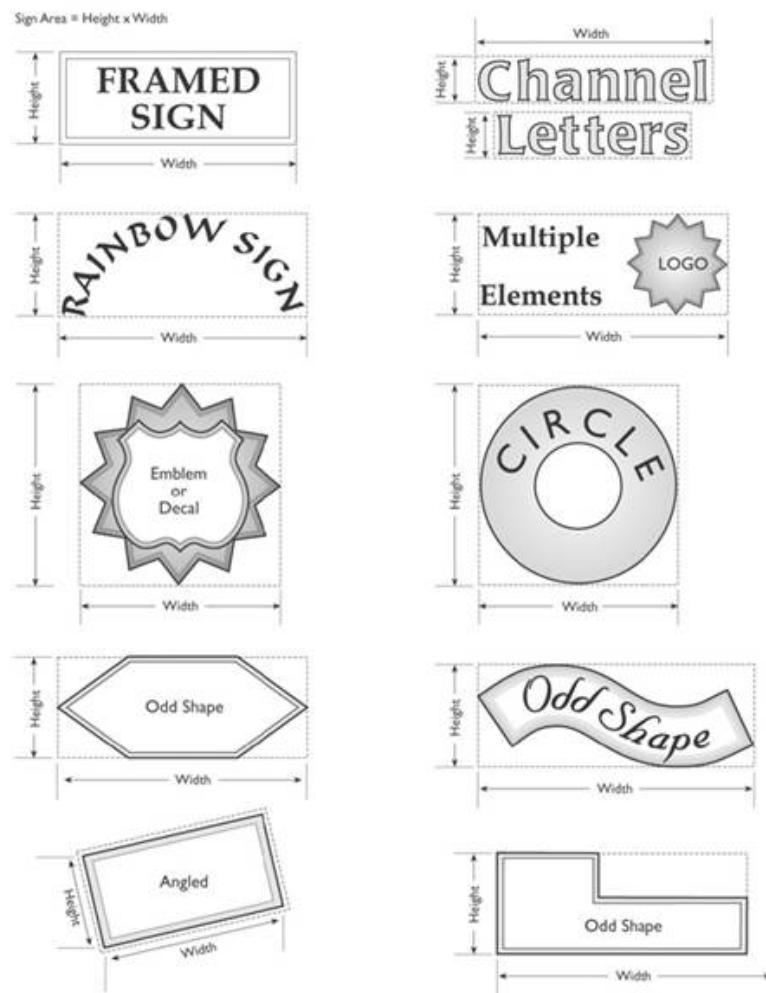
### **Sec. 92-5. - Definitions.**

Words and phrases used in this chapter have the meanings set forth in this section. Words and phrases which are not defined in this chapter but are defined within the City's zoning code are given those meanings set forth in such code, as may be amended. Other words and phrases are given their common, ordinary meanings unless the context clearly requires otherwise. Headings and captions are for reference purposes only, and may not be used in the interpretation of these regulations.

(1) *General definitions.*

**Area:** The square foot area enclosed by the perimeter of the sign face with each face contributing to the aggregate area but not counting double-faced sign faces, which are counted only as the area of one face. The sign face excludes decorative wood, metal devices, frames, or sign supports, such as a monolith. In cases where the sign, or a portion, is composed only of letters, figures, or other characters not standing against a sign face background or secured to a monolith, then the sign face area is the sum of the area of the smallest simple imaginary figure, such as a circle, triangle, rectangle, or other figure, which fully contains all words, figures, devices, designs, or trademarks which constitute the sign. (See illustrations below for examples of how to determine sign area.)

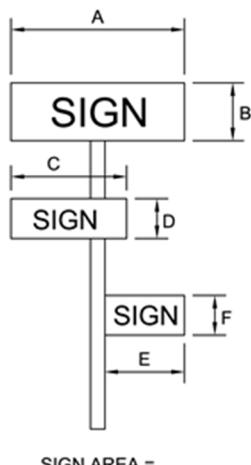
**Area: Examples of Wall and Window Signs**



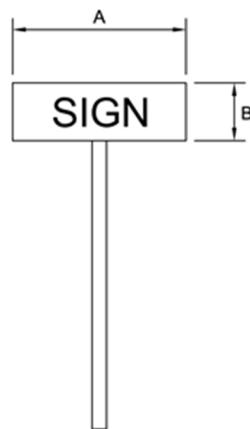
### Area: Examples of Signs Composed of Individual Cutout Words or Figures



### Area: Examples of Freestanding (Pole) Signs



$$\text{SIGN AREA} = (A)(B) + (C)(D) + (E)(F)$$

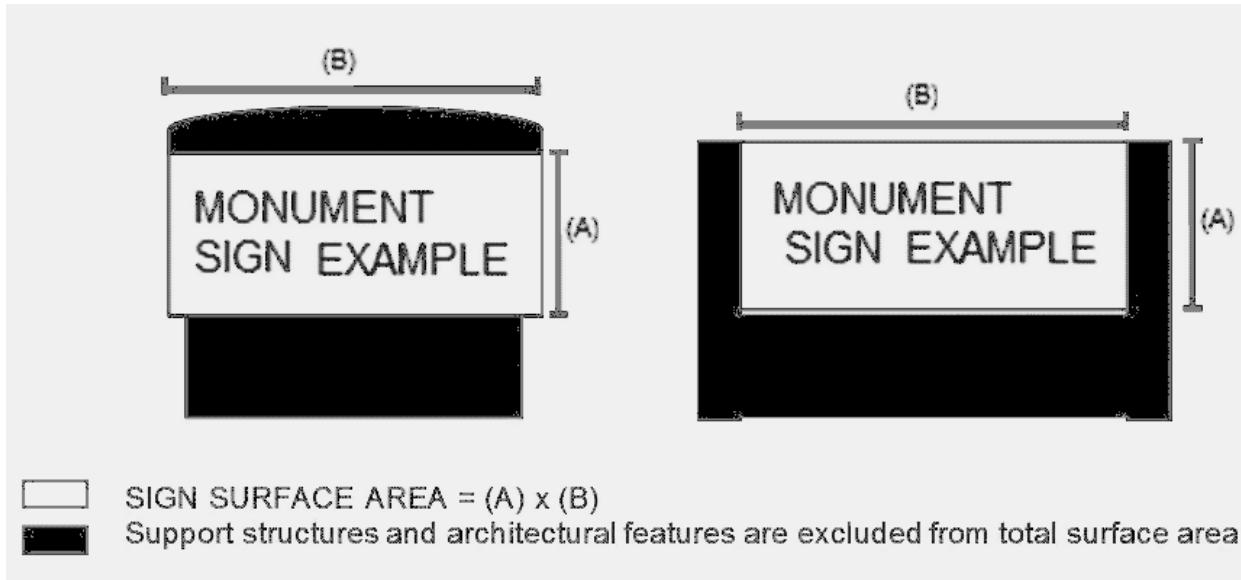


$$\text{SIGN AREA} = A \times B$$

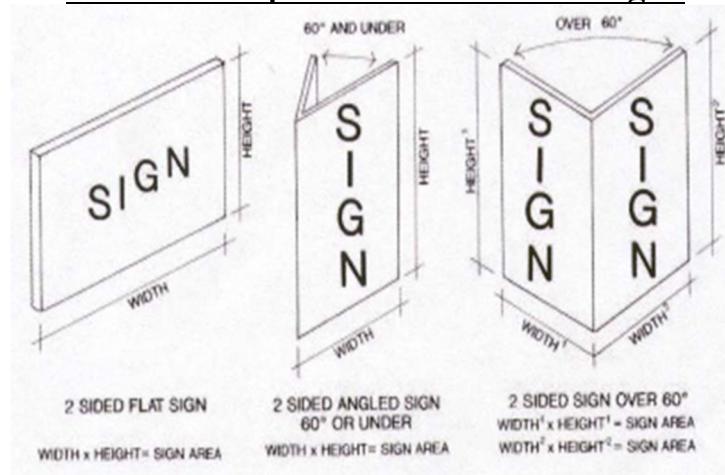


$$\text{SIGN AREA} = \pi R^2$$

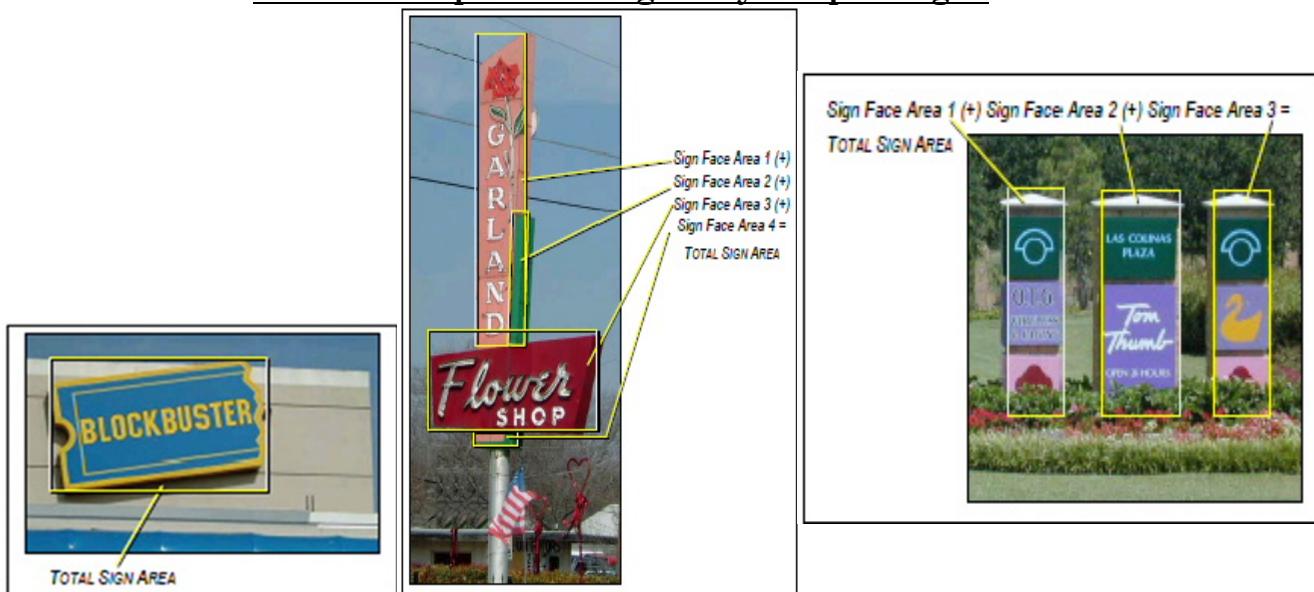
### Area: Example of Monument Sign



### Area: Examples of Multi-Faced Signs



## Area: Examples of Irregularly Shaped Signs



*Awning:* A building-attached structure such as is typically extended in front of a window or door or over a patio, deck, walkway or other pedestrian area as protection from the sun or rain, regardless of whether the structure is retractable.



*Canopy:* An attached structure (such as an attached porte cochere) or detached structure (such as over motor fuel islands) that is generally intended to shelter vehicles from the weather.



*City:* The City of Kerrville, Texas.

*City Council:* The City Council of the City of Kerrville, Texas.

*City manager:* The City Manager or designee.

*Commercial complex:* A development consisting of two or more establishments on a single platted lot such as a shopping center or an industrial park/business park, or a campus on two or more contiguous lots, which may be separated only by a right-of-way.

*Damaged, dilapidated, or deteriorated condition:* Includes instances where:

- a. Elements of the surface or background can be seen, as viewed from a normal viewing distance (*i.e.*, the intended viewing distance), to have portions of the finished material or paint flaked, broken off, missing and/or otherwise not in harmony with the rest of the surface;
- b. The structural support or frame members are visibly bent, broken, dented or torn;
- c. The sign face/panel is visibly cracked or, in the case of wood and similar products, splintered in such a way as to constitute an unsightly or harmful condition;
- d. The sign and/or its elements are twisted or leaning or at angles other than those at which it was originally erected, such as may result from being blown by high winds or from the failure of a structural support; or
- e. The message or wording can no longer be clearly read by a person with normal eyesight under normal viewing conditions.

*Downtown Arts and Culture District (DAC):* The downtown geographic area of the City that is defined in the Zoning Code, as may be amended.

*Downtown Core (DC):* An area within the Downtown Arts and Culture District (DAC), such areas as are defined in the Zoning Code, as may be amended.

*Electrical sign work:* Any labor or material used in manufacturing, installing, maintaining, extending, connecting, or reconnecting an electrical wiring system and its appurtenances, apparatus, or equipment used in connection with signs, outline lighting, awnings, signals, light emitting diodes, and the repair of existing outdoor

electric discharge lighting, including parking lot pole lighting. This also includes the installation of an electrical service integral to an isolated sign and/or outline lighting installation.

*Electronic display:* A component of a sign capable of displaying changing content by remote or automatic means without the need to physically touch the sign face. The term includes portions of signs that display messages or images by means of electronic or “digital” illumination such as cathode ray tubes, light emitting diodes (LED), plasma screens, liquid crystal displays (LCD), fiber optics, and similar technology. Includes motor fuel pricing and time/temperature displays which are regulated the same as the specific type of sign they are a component of (e.g., size, height, placement, etc.).

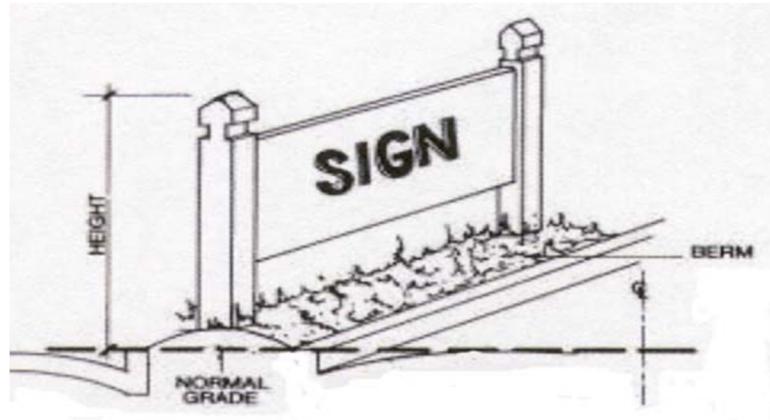


*Establishment:* A use of land for any purpose, with or without a building(s), regardless of the commercial, nonprofit, or public nature of the activity, but excluding a residence or active agricultural use in any form.

*Extraterritorial jurisdiction (ETJ):* The unincorporated area beyond the City's boundaries, the size of which is determined by state law.

*Height:* The vertical distance between the highest attached component of a sign or of its supporting structure, whichever is higher, and the average established ground level beneath the sign. The established ground level beneath the sign is the lower of: (1) the existing grade prior to construction of the sign; or (2) the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign, unless the curb elevation at the street in front of the sign is higher than the established ground level, in which case the height will be measured from curb level.

### Height Computation



*Industrial park/business park or campus:* A development intended to be either the site for a number of manufacturing, industrial, warehousing, and related uses, or a mixed-use development which includes a number of separate office, commercial, wholesaling, and compatible laboratory, industrial, and other uses which primarily support the function or employees of those uses and which are designed and developed as an integrated unit but typically the establishments are on individual lots.

*Master electrician:* An individual, licensed as a master electrician, who on behalf of an electrical contractor, electrical sign contractor, or employing governmental entity, performs “Electrical Work” as defined by state law.

*Master sign electrician:* An individual, licensed as a master sign electrician, who, on behalf of an electrical sign contractor, performs “electrical sign work” as defined above

*Nonresidential area:* The area within any zoning district inside the City which includes nonresidential uses; in the City’s extraterritorial jurisdiction, any lot or tract of land which is the site of an establishment or commercial complex or which is vacant or in any form of agricultural use.

*Planning and Zoning Commission (“Commission”):* The City’s Planning and Zoning Commission.

*Residential area:* The area within any zoning district inside the City which includes residential uses; within the City’s extraterritorial jurisdiction, any lot or tract of land in which the principal use of the land is as a residence.

*Responsible party:* The person, firm, organization, or other entity whose product, service, activity, or enterprise of any character is announced or advertised by a sign, or whose message is carried by a sign, or who operates a sign, such as a third party, and/or the owner of the land upon which the sign is located.

(2) *Types of signs.* For the purposes of this chapter, a sign means any letters, figures, symbols, trademarks, or devices designed either to inform a person or to attract the attention of a person to an individual, firm, profession, business, organization, institution, goods, product, service, activity, cause, or purpose, and which are viewed from any public right-of-way. Particular types of signs are defined by their purpose or use, by their location, and by the nature of their construction, and therefore any one sign may be encompassed by multiple definitions and may be subjected to regulations in multiple sections of this chapter. Depictions of some types of signs are shown below. Light strings are not considered signs when consisting of uncovered 40 watt or less rated bulbs that do not blink or change color, and are used:

- (a) to outline buildings and/or awnings within the Downtown Arts and Culture District; or
- (b) for holiday lighting when the holiday lights:
  - i. do not advertise a product, service, or business; and
  - ii. are not installed more than twice a calendar year and for no more than 60 days at a time; and
  - iii. are removed within 14 days following the lighted holiday.

Types of signs which are regulated by this chapter are defined as follows:

*Address sign:* See Incidental Sign.

*Auxiliary sign:* See Incidental Sign.

*Awning sign:* A sign painted on, attached, or adhered to the outside of an awning.



*Balloon:* A nonporous, inflatable bag with or without letters, symbols, or numbers that is filled with either air or gas.



*Banner:* A flexible sign intended to be hung or mounted either with or without frames, made of paper, plastic, fabric, or any other flexible material. Flags and pole banners are distinguished from banners for the purposes of this chapter.



*Beacon:* Any light, including incandescent, LED, and laser, with a beam directed into the atmosphere or directed at a point which is not on the same lot or tract of land as the light source, or a light with one or more beams that rotate or move.

*Billboard:* A type of off-premises freestanding sign.

*Bulletin board:* A sign principally devoted to posting changeable announcements concerning the activities of an organization, such as is customarily installed by a church, social club, society, or charitable organization, which is located on the premises of such an organization.

*Business information sign:* A lighted or gaseous tubing sign which is mounted on a building, typically near an establishment's primary entrance(s) and on or inside a door or window, that identifies an operational aspect of the establishment such as "open", "closed", "vacancy", etc.

*Canopy sign:* A sign which is adhered to or suspended from the underside of a canopy structure or which projects into the space enclosed within or beneath a canopy structure.



*Canopy roof sign:* A sign which is mounted above and/or on top of a canopy roof.



*Changeable copy sign:* A sign or part of a sign on which characters, letters, or illustrations can be changed manually without altering the face or surface of the sign, such as a theater marquee, a gasoline price sign, or a sign identifying the occupants of a shopping center.

*Commercial sign:* Any sign, regardless of its location or construction, whose wording or other contents, directly or indirectly, names, advertises, or calls attention

to any business, product, service, institution, organization, event, cause, purpose, or other activity.

*Community service sign:* A temporary sign, often in the form of a banner, soliciting support for, or participation in, a nonprofit, nonpolitical, community, public, or social purpose, cause, event, or activity, such as one marking a holiday or one supporting school activities, charitable programs, religious activities, or community interest events. When in banner form, this type of sign is often installed over City-, county- or state-owned public right-of-way pursuant to consent from the applicable jurisdiction.

*Construction sign:* A temporary, on-premises sign placed on a site currently undergoing active construction activities which identifies or announces the character of the project and/or the names of the owners, developers, financers, architects, engineers, contractors, leasing agents, and others associated with the project.

*Directional sign:* A sign which is separate from other signs, incidental and secondary to the principal use of the property on which it is located, located on private property, and whose primary purpose is to give directions to parking lots, exits, entrances, or drive-through windows, or directives such as “no parking” or “loading only.”



*Event sign:* See Incidental Sign.

*Feather sign:* Any variety of fabric signs commonly called bow, feather flags, tear drop, or ribbon signs that may or may not display a message and are supported by a horizontal or vertical pole.



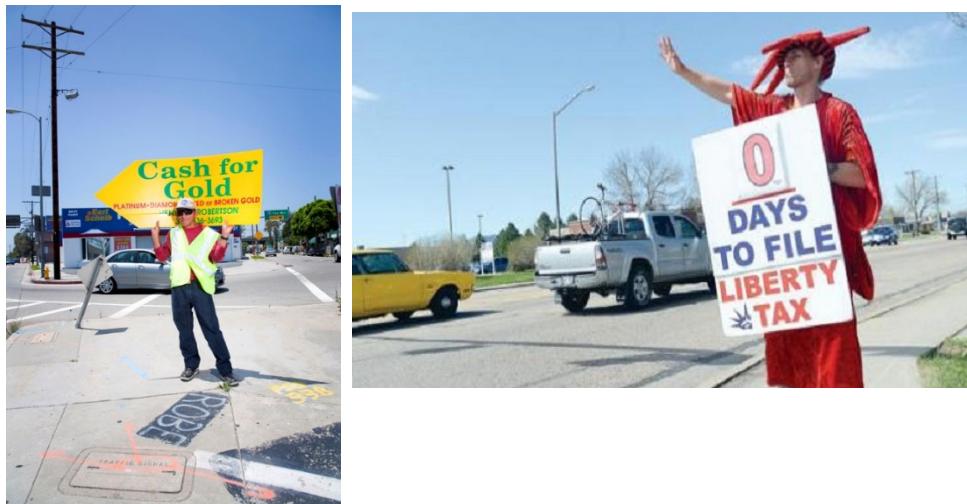
*Flag:* A piece of fabric, usually rectangular, bearing the name, logo, and/or symbolic emblem of a governmental entity, quasi-governmental entity, educational institution, or charitable/nonprofit organization.

*Freestanding sign:* A permanent sign installed on a pole(s), or on twin masonry supports, anchored in the ground. It is not a monument sign.

*Governmental/noncommercial sign:* A sign owned or sponsored by the City or other governmental entity that is used to provide information, directions, or warnings to the public regardless of whether located on public or private property.

*Handbills:* Miscellaneous commercial advertising matter that is not customarily thought of as a "sign".

*Handheld sign:* A sign which is not permanently or temporarily attached to the ground or to a permanent structure and which is designed to be transported or carried by an individual.



*Incidental sign:* A small, unlighted, on-premises sign of a noncommercial nature which is intended primarily for the convenience of the public. Included are signs identifying the building's name and/or address, historical information, hours of operation, entrances to buildings, public telephones, directions to locations such as lobbies and restrooms, "open" and "help wanted" and "no soliciting" and "beware of dog" and other similar informational or warning signs, residential "open house" and "garage sale" and "private party" and other similar temporary informational signs, etc. Also included in this group of signs are those designed to guide or direct pedestrians or vehicular traffic to an area or place on the premises of an office building or another type of nonresidential development by means of a directory designating names and addresses only, directional arrows, etc.

*Integral sign:* See Incidental Sign.

*Lighted sign:* A sign that is back-lighted or lighted from within, a gaseous tubing (*i.e.*, "neon") sign, an LED or LCD sign, but not a sign that is only illuminated by external lights that shine upon it. (Does not include a business information sign.)

*Mobile billboard:* A sign installed or displayed on a vehicle operating in the public right-of-way for the purpose of advertising a business or entity that is unrelated to the owner of the vehicle's primary business. The term does not include a sign that is displayed or installed on a vehicle that is operated in the normal course of the vehicle owner's business if the sign contains advertising or identifying information directly

related to the vehicle owner's business, and is not used to display advertising that is unrelated to that business. This sign does not include a political sign.



*Model home sign:* A sign which is located on the same lot as a model home in a residential subdivision and which calls the attention to the purpose of the model home.

*Monument sign:* A sign which is built as a monument on the ground and independent of any other structure for its support and which may include a changeable copy or electronic display feature. (Not a freestanding sign.)

*Moving sign:* A sign or any part of a sign which rotates, moves, or uses lighting to simulate motion but not to include a barbershop with barber pole that has a turning, striped, cylinder not exceeding 42 inches in height.

*Mural:* An original art display (i.e., a painting, frieze, etc.) on a building façade that has an artistic composition and that depicts a scene or subjects that are unrelated to, and does not advertise, the products, goods, or services offered by the establishment within the building. A mural is not considered a sign and is not subject to size or placement limitations as would be a wall sign.



*Name plate:* See Incidental Sign.

*Neon sign:* See Lighted Sign.

*Nonconforming sign:* A sign that was lawfully constructed or installed but that no longer complies with the provisions of this chapter.

*Off-premises sign:* Any sign used or designated to be used to advertise or call attention to any product or service which is produced or conducted at a place other than on the premises on which the sign is located, or to advertise or call attention to any establishment which is not located on the same premises as the sign. This definition includes a "billboard".

*On-premises sign:* Any sign that relates to the site on which it is located, pertaining to a tenant, business, person, organization, activity, event or place that has a physical presence located on the same site as the sign.

*Pole banner:* A banner sign that is on private property, and that is mounted to a private light pole or other commercially acceptable decorative metal pole. A pole banner can be a single “pane”, or it can be dual with two vertically-oriented panes that are suspended from the support pole opposite and even with one another; the two panes can have differing, but directly related, subject matter but such must be related in some way to the premises upon which the banner is displayed or to the establishment that occupies the premises.



*Political sign:* A sign which is primarily political in nature, which supports or opposes any candidate for public office or any proposition to be voted upon at an election, or which makes a political statement in the nature of constitutionally protected noncommercial free speech.

*Portable sign:* A sign designed to be transported, whether on attached wheels or otherwise and regardless if permanently attached or affixed to the ground or a permanent structure, but excluding construction signs, event signs, realty signs, and sidewalk signs.

*Projecting sign:* A sign, other than an awning sign or canopy sign, whose outside edge extends a distance from the face of a wall or ceiling and is attached either directly to the structure or to a supporting frame, pole, or similar device or which extends beyond a wall by being attached in a similar manner.

*Realty sign:* A sign which advertises the property on which it is located for sale, lease, or rent.

*Residential development sign:* A sign at the entrance to a residential development, such as townhouses, an apartment complex, or residential subdivision, and which identifies only the name, logo, and/or the address of the residential development.

*Roof sign:* Any sign mounted on or above the roof of a building, a sign which is painted directly on a roof, or a sign which is mounted on a sloping roof in the same plane as the roof.



*Sidewalk sign:* A sign, regardless of its construction, which is designed to be temporarily placed on the ground or sidewalk adjacent to an establishment in order to advertise or call attention to the goods or services offered at that establishment.



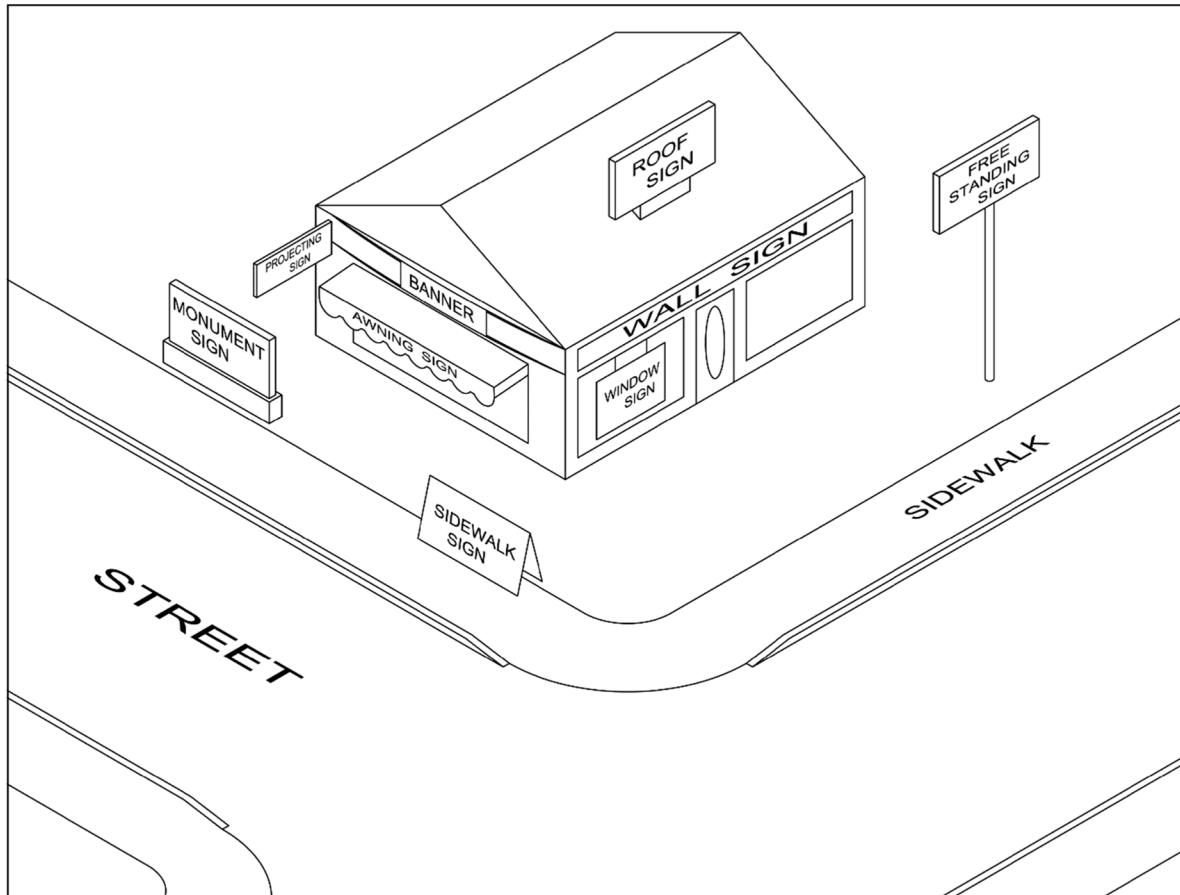
**Placard sign:** A typically off-premise sign made of any material when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, fences, other objects or into the ground, and the advertising matter appearing thereon is not applicable to the use of the premises upon which such sign is located. An off-premise "garage sale" sign is an example. A placard sign is not an incidental sign which is located on the premises of the establishment it is intended to serve.



*Vehicular sign:* A sign attached, mounted, or painted on a vehicle, whether motorized or a trailer and operational or not, and where: 1) the sign is visible from a public right-of-way; and 2) the advertising pertains to a product, service, or business which is located, conducted, or produced at a place other than on the premises upon which the vehicle is located, especially where the vehicle is left unattended/abandoned for more than two hours. This term does not include a customary sign on a vehicle where the vehicle is being used in the normal course of the vehicle owner's business or is in a vehicle window advertising the vehicle itself for sale or containing an incidental noncommercial statement. This sign does not include a political sign.

*Wall sign:* A sign, other than a wall-mounted incidental sign, that is mounted parallel to the face of a building.

*Window or door sign:* A sign or mural (i.e., original art display) which is painted on or placed within three feet inside or upon a window or door, or mounted against a window or door and oriented so as to be read or viewed from a public right-of-way.



## **Sec. 92-6. - Exempt signs.**

The following signs do not require a sign permit from the City; however, these signs are subject to the requirements below and may be subject to construction and electrical standards found within other City ordinances, including its building codes:

- (1) An incidental sign but not exceeding four square feet in area and limited to one per establishment (one for each street frontage for corner/“end-cap” establishments) or more than one as long as the total square footage on each frontage for each establishment does not exceed four square feet.
- (2) A banner but limited to one per establishment and not exceeding 80 square feet in area. The banner shall be: 1) securely attached to and covering a portion of a building or other permanent structure, such as a wall; and 2) remain in good condition without torn or tattered portions.
- (3) A government sign.
- (4) A handheld sign but not exceeding six square feet in area.
- (5) A realty sign, but not exceeding 32 square feet in area, except in all residential areas where the sign area must not exceed six square feet. Realty signs are limited to one sign per street frontage and may be in the form of a banner, in which case, the banner must be mounted on and cover a solid board or a similar rigid product.
- (6) A bulletin board but not exceeding 32 square feet.
- (7) A construction sign but limited to one per street frontage for a building or property undergoing construction and which does not exceed 64 square feet in area within a nonresidential area and 16 square feet within a residential area. Individual contractor signs not exceeding three square feet in area are allowed in addition to the construction sign listed in this subsection. All contractor or construction signs must be removed within 30 days of the completion of the construction project and any sign exceeding eight square feet in area must be set back from the property line to the normal building setback line required in the applicable zoning district.

- (8) A community service sign.
- (9) A flag(s), not exceeding three per establishment at any given time, attached to a building or pole(s). In no case may any flag exceed 150 square feet in area, unless located on property directly adjacent to Interstate 10 in which case the maximum size of a flag shall be 375 square feet with a maximum height of 80 feet and affixed to a properly engineered and permitted flagpole. Flags may not be mounted on a building's roof, shall be securely anchored to the ground and capable of withstanding a 70 mph wind, and shall be set back at least 15 feet from the street right-of-way line.
- (10) The rearrangement or replacement of letters, numbers, characters, or pictures on an existing, permitted sign, provided that the area is not enlarged.
- (11) A political sign which does not: exceed 36 square feet in area, exceed eight feet in height, have any lights, or use any moving elements. A political sign may only be placed on property with the consent of the property owner. No political sign may be placed in, on, or over any public right-of-way or City-owned property, except as authorized within Chapter 70, Chapter III of the City's Code (Electioneering at Polling Locations).
- (12) Window sign but may occupy/cover no more than 25 percent of the total window surface area on any nonresidential building façade that is visible from a public street or alley and shall maintain a neat and legible appearance as viewed from a public street or alley. A window "mural" (*i.e.*, original art display) shall count toward the total allowed window coverage as cited above. Luminous gaseous tubing, LED lights, and other strip lighting attached directly to a window, window frame, door, doorframe, or within 3 feet of a window or door shall be considered a "window sign" when forming a border, when directing attention to a premises, or when forming letters, logos, symbols, or pictorial designs of any kind. Luminaries shall not blink, flash, rotate, scroll, change color, increase or decrease in intensity. In addition to these window sign limitations, electronic/programmable window signs shall also comply with the provisions within Section 92-9.
- (13) Any permanent sign erected on school district property or any other school campus or public athletic facility for the sole purpose of displaying the school's logo, insignia, trademark, catchphrase, motto, or other similar content associated with any of the school's or facility's sports or

extracurricular activities. ~~The content may not include any type of commercial message, including the name and/or logo of an establishment who is sponsoring such school's or facility's activities or events.~~

- (14) A pole banner, but subject to the following: supporting pole shall be at least 12 feet in height and include a base of four to five inches, an outside diameter of at least four inches, and a wall thickness of at least 0.125 inch; limited to not more than one per pole and one dual banner per each one acre. Where a property is less than one acre, one pole banner is allowed but each additional banner must correlate to at least one full acre, to begin at two acres. No matter the size, no property may use more than 15 pole banners, unless a variance is granted in accordance with this chapter. In addition, each pole banner must be: a) made of a material designed to withstand the weather for at least 30 days; b) mounted or secured to a pole that is anchored within concrete and within a durably constructed bracket of metal or similar material that secures the banner along both the top and bottom; c) not greater than 12 square feet in area (each half or "pane"); d) mounted with a minimum vertical clearance height of six feet and eight inches to the bottom of the banner where it overhangs any sidewalk or pedestrian travel surface, and 14 feet above any vehicular parking or circulation surface; e) a maximum pole height of 30 feet; and f) remain in a condition that is not ripped, torn, or faded.
- (15) Business information sign, limited to one per primary entrance(s) into an establishment, not to exceed 3 square feet in area, shall not blink or move, and shall be turned off when the establishment is closed for business unless displaying the word "closed".
- (16) Sidewalk sign, which is only allowed within the Downtown Arts and Culture district, which includes the Downtown Core, and subject to the special standards in Section 92-9.
- (17) Maintenance to a lawfully placed sign, which includes all care and minor repairs needed to maintain a safe, attractive, and finished structure, frame pole, brackets, or surface and that does not enlarge or materially alter any face or display portion of the sign. Replacing a damaged or structurally unsound frame pole with another frame pole on a legally conforming sign of the same size and height is considered maintenance. Changing the copy on a sign without changing the dimensions of the face or the size of the copy is considered maintenance if the sign serves the same establishment or entity after the change.

## **Sec. 92-7. - Prohibited signs.**

The following signs and devices are prohibited:

- (1) Any sign which has been or is erected, altered, repaired, or relocated without having received an applicable permit from the City to include building and electrical codes, or in accordance with the regulations of this chapter.
- (2) Any sign or support, other than those required by governmental authority or for which a street use permit has been issued, which is located on or over the public right-of-way.
- (3) A moving or animated sign, except feather signs which are allowed per Section 92-9.
- (4) No internal or external lighting device used for the illumination of signs may employ sources of light which are directed at streets or any adjacent residential properties. This subsection does not apply to street lights. Any internal or external lighting devices designed to light any sign must have the source of light shielded and not visible from the street or adjacent residential properties, except that light bulbs which do not exceed the lumen output of a 40-watt incandescent bulb may be visible from the street.
- (5) A sign which, by reason of its size, location, movement, content, coloring, or manner of illumination, may be confused with or construed as a traffic control sign, signal, or device, or the lights of emergency or road equipment vehicles or which hide from view any traffic or street sign or signal or device.
- (6) A sign which emits or causes the creation of an audio message or any type of sound.
- (7) A damaged, dilapidated, or deteriorated sign.
- (8) A sign on a vacant (*i.e.*, undeveloped) land parcel.
- (9) A sign located on property which becomes vacant and is unoccupied for a period of 12 months or more or any sign which pertains to a dated event or purpose which no longer applies. This provision does not apply to realty or off-premises signs.

- (10) An unattached or portable sign.
- (11) Vehicular sign.
- (12) Mobile billboard.
- (13) Balloons, and inflatable signs, figures, or devices.
- (14) Beacons.
- (15) Handbills, placard signs, pennants, ribbons, streamers, spinners, flutter flags, pleated fans, windsocks, or strings of any such things or similar devices:
  - a. May not be scattered or placed on or suspended from buildings, poles, sidewalks, trees, fences, or any other structure.
  - b. No person may paste, stick, stack, nail, affix, paint, mark, inscribe, or otherwise place any commercial advertisement, handbill, flyer, placard, poster, inscription or any other type of written matter or object, including any goods, wares, or merchandise, for any commercial purpose upon any building, light or utility pole, post, structure, fence or wall, railing, tree, sidewalk, parkway, driveway, or parking area, or on any other public property other than a sign defined, regulated, and allowed by this chapter or other City ordinance, with the exception of street address numbers that are placed in compliance with City ordinances, and are allowed on curbs and on residential fences to identify house numbers for public safety agencies.

**Sec. 92-8. - Regulation of signs within the Downtown Arts and Culture District (DAC), including the Downtown Core (DC).**

The following regulations apply to establishments and signs located within the Downtown Arts and Culture District (DAC) and the Downtown Core. Such regulations are in addition to other regulations found within this chapter unless a conflict arises between those provided here and any other, in which case the regulations found within this section will apply:

- (1) Electronic displays, freestanding signs, and feather signs are prohibited within the ~~Downtown Arts and Culture (DAC) district and the~~ Downtown Core.

| (2) Sidewalk signs.

- a. One sidewalk sign is permitted for each establishment within the Downtown Arts and Culture District (DAC) and the Downtown Core;
- b. A sidewalk sign, prior to placement, may be required to apply for and receive a public right-of-way license agreement from the City, which grants authority to use the sign on City property and will provide conditions for its use;
- c. A sidewalk sign may only be used when the establishment to which it refers is open for business and shall be removed upon the close of business. A sidewalk sign shall be in place in front of the business;
- d. A sidewalk sign shall be placed in a manner that will not endanger public safety, create a pedestrian or traffic hazard, or create an ADA non-compliant obstacle or barrier in a sidewalk or public right-of-way, such that a clear pedestrian travel pathway of at least four feet is maintained at all times; and
- e. A sidewalk sign shall not exceed eight square feet in area, two feet in width, and four feet in height and shall not exceed a maximum width of 30 inches.

**Sec. 92-9. - Regulations for certain types of signs.**

The following signs require a permit from the City and shall comply with the following regulations:

(1) *Awning signs.* An awning sign:

- a. shall not be greater than the width of the awning;
- b. shall not have a height greater than the vertical face only of the awning. For purposes of this subsection, the front vertical surface area for a “bubble” awning is located only on the front of the awning and not on its sides, and comprises the awning surface as measured from the bottom edge to that point on the awning that is less than 45 degrees to the ground plane, as viewed on the elevational view of the awning;

- c. shall not be internally illuminated, but may be illuminated using downward focused wall-mounted “gooseneck” or other decorative wall lighting fixtures, and may not include an electronic display;
- d. shall not be designed and installed as an integral, architectural element of the entire building system, including compatible color and lighting;
- e. shall have a minimum vertical clearance of six feet and eight inches above any sidewalk or pedestrian travel surface and 14 feet above any vehicular parking or circulation surface;
- f. shall not specify any services or products offered for sale or rent on the premises but may consist of the name and/or logo of the business at the location of the awning; and
- g. size counts toward the building’s total allowable wall sign area.

(2) *Canopy signs.* A canopy sign:

- a. ~~is limited to one per entrance to an establishment;~~
- a.b. shall not extend beyond an edge of the canopy structure to which it is attached;
- b.e. shall not exceed two-thirds of the width of the canopy facia to which sign is attached; a minimum spacing of ten feet must be provided between canopy signs along the same canopy facia and also around canopy corners;
- c.d. shall not extend more than two feet either above or below the horizontal underside of the canopy structure;
- d.e. shall have a minimum vertical clearance of six feet and eight inches above any sidewalk or pedestrian travel surface and 14 feet above any vehicular parking or circulation surface;
- e.f. shall not specify any services or products offered for sale or rent on the premises other than motor fuel pricing and time/temperature displays which may be electronic/digital in design, but may consist of the name and/or logo of the business at the location of the awning; and

f.g. size counts toward the building's total allowable wall sign area if the canopy is attached to a building, such as an attached porte cochere, or toward the site's total allowable freestanding sign area if the canopy is freestanding, such as over motor fuel islands.

(3) *Canopy roof signs.* A canopy roof sign:

a. ~~is limited to one per establishment;~~

a.b. — is allowed only as business identifier mounted parallel to the building wall face on top of a canopy roof which may not extend above the main building roof line. Canopy roof sign area will count against allowed area signage at the establishment and will only be allowed in lieu of a projecting sign or wall sign; and

b.e. — shall not exceed five feet in height with a maximum length of five feet or ten percent of the width of the canopy or wall to which the canopy is attached, whichever is greater;

c. d. — shall have a minimum vertical clearance of six feet and eight inches above any sidewalk or pedestrian travel surface, and 14 feet above any vehicular parking or circulation surface;

d. e. — shall not specify any services or products offered for sale or rent on the premises other than motor fuel pricing and time/temperature displays which may be electronic/digital in design, but may consist of the name and/or logo of the business at the location of the canopy; and

e.f. size counts toward the building's total allowable wall sign area if the canopy is attached to a building, such as an attached porte cochere, or toward the site's total allowable freestanding sign area if the canopy is freestanding, such as over motor fuel islands).

(4) *Directional signs.* A directional sign:

a. shall not contain any commercial message except the name, logo, or other symbolic identification of the establishment;

b. shall not exceed six square feet in area;

c. shall not exceed six feet in height;

- d. shall not be placed closer than 5 feet to any property or right-of-way line;
- e. shall be permanently mounted or installed;
- f. May be internally lit or externally lit, provided that the lighting source is fully hidden/shielded from public view, but may not contain an electronic display.

(5) *Electronic displays.* An electronic display:

- a. is only allowed on a sign, per Section 92-9, that is located along, within a distance of 100 feet, and clearly visible from a major thoroughfare or highway, but is only allowed in a residential zoning district on a platted lot if the property is actively used for and operates as a lawful nonresidential use and if the property has at least one frontage on a major thoroughfare or highway, in which case the electronic display may only be placed along such major thoroughfare or highway frontage;
- b. may be used on both on-premise and off-premise signs;
- c. shall not exceed the amount of area that is specifically cited as eligible to be electronic in this Section 92-9;
- d. ~~shall be framed or bordered by at least six inches of masonry, metal, wood or other material that is consistent with the finishes of the building(s) on the same premises as the electronic display;~~
- e. shall be supplied with underground electrical service from the electric utility's feeder line/pole;
- f. shall be equipped with a properly functioning automatic dimmer and photocell that will automatically adjust the luminance of the sign relative to natural ambient light conditions so that at no time the sign will exceed the luminance limitations of subsection 92-9(5)o. ~~92-3(14)o.~~
- g. ~~shall be equipped with a properly functioning default mechanism that will cause the sign to revert immediately to a single, fixed, non-transitory image or to a solid black screen if the sign malfunctions.~~ The owner of an electronic display shall provide the City with current, valid contact information for a person who is authorized and able to turn off

the sign, or to render it completely static or solid black-screen, within two hours of notification in the event of a malfunction.

- h. may display black-and-white and/or color images;
- i. shall operate in a way that its message remains static for a minimum of four-eight seconds;
- j. shall operate in a way that all screen transitions, including a fade, occur within one second such that the initial message does not noticeably fade, dissolve or travel;
- k. shall not transition from one display to the next in a manner that requires the viewer to read subsequent displays in order to determine the message being conveyed;
- l. shall not use motion, such as an animated or scrolling message, and may not flash, blink, "strobe", or otherwise give the appearance of movement or significant change in illumination intensity;
- m. shall not emit or cause the creation of an audio message or any type of sound;
- n. may be allowed as a portion of a window sign, as set forth in this section and in Section 92-9;
- o. shall not exceed a light intensity or brightness level of 0.3 foot-candles above natural ambient light conditions. Before issuance of a permit for an electronic display, the applicant shall provide a written certification from the sign manufacturer that:
  - 1. the sign's light intensity has been factory programmed to comply with the maximum brightness and dimming standards of this subsection; and
  - 2. the factory-programmed light intensity settings are protected from end-user manipulation by password-protected software or by other protective security method that is satisfactory to the City.

- p. shall be turned off or only display a solid black screen from 8:00 pm to 6:00 am when located within 200 feet of a residential use or a public park or playground;
- q. the owner and/or operator of an electronic display shall coordinate with local authorities to display, when appropriate, emergency information that is important to the traveling public, such as Amber Alerts or alerts concerning terrorist attacks or natural disasters. Emergency information messages must remain in the advertising rotation, or static when necessary, according to the protocols of the agency that issues the information per state law.

(6) *Feather signs.* A feather sign:

- a. is limited to five per establishment at any given time;
- b. shall be set back at least five feet from any street right-of-way or other property line;
- c. shall not be displayed more than 20 days within any calendar year; and
- d. a permit will not be issued for less than five days.

(7) *Freestanding signs.*

- a. One freestanding sign, or possibly two if cited as allowed due to amount of street frontage as set forth in Section 92-9, is allowed on nonresidential property for an establishment that does not have a monument sign and is located such that it has frontage along one of the following highways or streets, but excluding the area within the Downtown Core:
  1. State Highways 16, 27, 173, FM 783, Loop 534, and Spur 98;
  2. Holdsworth Drive;
  3. Water Street, for the area between its intersections with State Highway 27 on the west to its termination with State Highway 27 on the east;

4. Schreiner Street, for the area between its intersections with State Highway 16 and Paschal Avenue;
5. McFarland Street, for the area between its intersections with Clay Street and Paschal Avenue;
6. Clay Street, Quinlan Street, and Hays Street, for the area between their intersections with McFarland Street and State Highway 27;
7. Rodriguez Street, for the area between its intersections with McFarland Street and Jefferson Street; and
8. Francisco Lemos Street, for the area between Schreiner Street and Water Street.

b. A freestanding sign shall not be located on a lot that is less than 50 feet wide. However, where a lot is less than 50 feet wide but is combined within another lot for one business or as part of a commercial complex and the resulting width of the combined lots equal or exceed 50 feet, then one shared freestanding sign is allowed, with an appropriate easement and/or mutual-use agreement, which shall not exceed 20 feet in height and which may be internally lit or externally lit, provided that the lighting source is fully hidden/shielded from public view. In addition, where a freestanding sign is prohibited by the 50-foot lot width requirement, a monument sign will be allowed.

c. A freestanding sign shall not be located within 50 feet of another freestanding sign and no commercial complex may have more than one shared freestanding sign, without an appropriate easement and/or mutual-use agreement.

d. A freestanding sign located on a lot between 50 feet and 199 feet in width:

1. shall not exceed 100 square feet in area, of which a maximum of 32 square feet of the total allowed sign area may be an electronic display;
2. shall not exceed 30 feet in height;
3. may be internally lit or externally lit, provided that the lighting source is fully hidden/shielded from public view;

4. shall not be located within 50 feet of any other freestanding sign; and
5. Located on a through lot may have one freestanding sign on each of the two parallel street frontages, provided that the signs meet all other requirements of this chapter, including the distance requirement of 50 feet between signs.

- e. A freestanding sign located on a lot between 200 feet and 399 feet in width:
  1. shall not exceed 150 square feet in area, of which a maximum of 32 square feet of the total allowed sign area may be an electronic display;
  2. shall not exceed 35 feet in height;
  3. may be internally lit or externally lit, provided that the lighting source is fully hidden/shielded from public view;
  4. May not be located within 60 feet of any other freestanding sign; and
  5. Located on a through lot may have one freestanding sign on each of the two parallel street frontages, provided that the signs meet all other requirements of this chapter, including the distance requirement of 60 feet between signs.
- f. Up to two freestanding signs, on each street frontage, may be located on a lot 400 feet or greater in width on each frontage. Such a freestanding sign(s):
  1. shall not exceed 200 square feet in area for one sign, of which a maximum of 32 square feet of the total allowed sign area may be an electronic display, and may not exceed 100 square feet for the other sign (if utilized), of which a maximum of 32 square feet of the total allowed sign area may be an electronic display;
  2. shall not exceed 40 feet in height for the larger sign and 30 feet for the smaller one, if any;

3. may be internally lit or externally lit (provided that the lighting source is fully hidden/shielded from public view); and
4. shall not be located within 70 feet of any other freestanding sign.

(8) *Lighted signs.* An establishment may only have one lighted window or door sign per establishment, per street frontage, and such sign not to exceed three square feet in area. Such signs shall not blink or move and shall be turned off when the establishment is closed for business.

(9) *Model home signs.* A model home sign:

- a. may be installed but only on the site of a model home and is limited to one per site;
- b. shall not exceed 16 square feet in area or six feet in height;
- c. shall be placed at least five feet from any property or right-of-way line, and not within an easement;
- d. shall not be internally illuminated, but may have a fully hidden/shielded external light source only, and shall not contain an electronic display; and
- e. shall be immediately removed after 100 percent of the lots within the subdivision are sold by the developer or successor in interest, including the model home.

(10) *Monument signs.*

- a. One monument sign is allowed for each establishment that does not have a freestanding sign and is located on property that is 50 feet or less in width, such sign:
  1. shall not exceed 32 square feet in area of which a maximum of 100% of the sign area may be an electronic display;
  2. shall not exceed six feet in height, except in instances where a freestanding sign is allowed, in which case the height may not exceed the allowable height for the freestanding sign;
  3. shall not be located within 25 feet of another freestanding sign;

4. may be internally lit or externally lit, provided that the lighting source is fully hidden/shielded from public view; and
5. shall be anchored in a native colored masonry or similar material to the building(s) constructed on the property.

b. One monument sign is allowed for each establishment that does not have a freestanding sign and is located on property that exceeds 50 feet in width, such sign:

1. shall not exceed 64 square feet in area, of which a maximum of 32 square feet of the total sign area may be an electronic display;
2. shall not exceed eight feet in height above the top of the adjacent street or driveway level, except in instances where a freestanding sign is allowed, in which case the height may not exceed the allowable height for the freestanding sign;
3. shall not be located within 50 feet of another monument or freestanding sign;
4. may be internally lit or externally lit, provided that the lighting source is fully hidden/shielded from public view; and
5. shall be anchored in a native colored masonry or similar material to the building(s) constructed on the property.

c. In the case of a commercial complex, one shared monument sign is allowed, with an appropriate easement and/or mutual-use agreement. Such a monument sign:

1. shall not exceed 100 square feet in area, of which a maximum of 32 square feet of the sign area may be an electronic display;
2. shall not exceed 15 feet above the top of the adjacent street or driveway level, except in instances where a freestanding sign is allowed, in which case the height may not exceed the allowable height for the freestanding sign;
3. shall not be located within 60 feet of another monument or freestanding sign;

4. may be internally lit or externally lit (provided that the lighting source is fully hidden/shielded from public view); and
5. shall be anchored in native colored masonry or similar material to the building(s) constructed on the property.

(11) *Murals.* A mural:

- a. shall occupy only one façade of any building.
- b. shall only be placed on the vertical façade of a building and may not exceed or protrude beyond the building façade's width or height; and
- c. shall be professionally applied by an experienced mural-painting artisan(s) using paint/media that will weather well and will generally remain legible and in its original appearance for at least five years following application.

(12) *Off-premises, freestanding signs.* All off-premises signs, to include billboards, are defined as freestanding signs and are required to meet the same standard as any other freestanding sign as follows:

- a. shall not exceed 100 square feet in area, of which a maximum of 32 square feet of the total allowable sign area may be an electronic display;
- b. shall not exceed 30 feet in height;
- c. may be internally lit or externally lit (provided that the lighting source is fully hidden/shielded from public view); and
- d. no off-premises sign may be located on any vacant (*i.e.*, undeveloped) or unplatte land parcel, nor may it be located on a platted lot that is less than 50 feet in width. The off-premises advertising sign located on any lot will be considered as the one freestanding sign allowed for the lot. Any existing or future building or business located on the same lot will not be allowed to erect or place another freestanding sign on the same building lot with the off-premises advertising sign.

(13) *Projecting signs.* A projecting sign:

- a. is limited to one per entrance to an establishment with a minimum spacing of ten feet provided between such signs;
- b. shall not exceed 16 square feet in area within any residential zoning district or 32 square feet in area within a nonresidential zoning district;
- c. shall not exceed 20 feet in height;
- d. shall not extend more than nine feet above the roofline, or top edge of parapet of the building, or more than nine feet beyond the end of the wall to which it is attached, as measured from such roofline or wall face to which the sign is attached, as applicable;
- e. attached to a building on private property shall not extend over any public right-of-way except a sidewalk adjacent to a building which is lawfully built up to the public right-of-way;
- f. shall not be internally illuminated or contain an electronic display;
- g. shall have a minimum vertical clearance of six feet and eight inches above any sidewalk or pedestrian travel surface, and 14 feet above any vehicular parking or circulation surface;
- h. shall not specify any services or products offered for sale or rent on the premises but may consist of the name and/or logo of the business at the location of the building the sign is attached to; and
- i. size counts toward the building's total allowable wall sign area.

(14) *Residential development signs.* A residential development sign:

- a. shall not exceed 32 square feet in area with six or fewer residential units and the lesser area of either five square feet per residential unit or 50 square feet in total if more than six residential units;
- b. shall not be internally illuminated or contain an electronic display; and
- c. shall become common property of the condominium development or the subdivision homeowners and shall include adequate assurance within the condominium regime or restrictive covenants that the sign(s) and associated landscaped area(s), if present, shall be owned and properly

maintained in perpetuity by the condominium or homeowners association.

- d. shall not be located within public right-of-way or within any public or utility easement.

(15) *Roof signs.* A roof sign:

- a. is allowed but only for an establishment that chooses not to install or use a wall sign;
- b. shall not exceed the height of the apex of the roof;
- c. shall not exceed 12 percent of the square footage of the area of the front building façade, which is limited to the width of specific space for establishments located within a commercial complex; and
- d. placed on a flat roof or a roof with a pitch of three on 12 shall not exceed four feet in height.

(16) *Wall signs.* A wall sign:

- a. is allowed for each wall but shall not exceed 12 percent of the square footage of the facade to which the sign is mounted;
- b. shall be securely mounted to and supported by the wall throughout the length and width of the sign;
- c. may be internally lit ~~only if composed of individual cutout words and/or figures~~, unless otherwise restricted by zoning or private restrictions/covenants;
- d. shall not contain an electronic display;
- e. shall not project over any public land or public right-of-way or extend more than one foot from the face of the wall to which the sign is mounted, or extend at any point above or beyond the end of such wall; and
- f. may be painted directly on the building wall, provided that such sign is professionally applied by an experienced painting artisan(s) using paint/media that will weather well and will generally remain legible and in its original appearance for at least five years following application.

## **Sec. 92-10. - Prohibited sign locations.**

No sign may be located within the City or extraterritorial jurisdiction as follows:

- (1) No sign shall be placed on or attached to any tree; fence, except for agricultural-related perimeter fences or gates which may display the address and name of the property's owner/occupant; a freestanding wall, such as a screening wall; post or pole; accessory building; agricultural- or farm-related building or structure; or non-habitable building or structure.
- (2) No sign shall be placed on or attached to any utility pole or pedestal, except by a utility company owning the pole or pedestal or operating facilities mounted on the pole or in the pedestal.
- (3) No sign or part of a sign, including mounting fixtures and supporting structures, shall be located on or above any City property to include public rights-of-way, except as permitted by other provisions of this chapter and Chapter 70, Chapter III of the City's Code (Electioneering at Polling Locations).
- (4) No sign or part of a sign, including mounting fixtures and supporting structures, which is mounted above or projects over any sidewalk, recreational trail, street, drive, or parking area, whether on public or private property, shall be hung with less than six feet eight inches ~~eight feet~~ of vertical clearance above the sidewalk or pedestrian travel surface or less than 14 feet of vertical clearance above any vehicular parking or circulation surface.
- (5) No sign or part of a sign or its support structure shall be located between two feet and ten feet above the established ground level within the area of a clear sight triangle for traffic extending 25 feet in each direction from the point of a street intersection as measured along the projected right-of-way lines for two streets, and as measured along a street right-of-way line and the pavement edge for private driveways and fire lane entrances.
- (6) No sign shall be located closer than 12 feet to a power line.
- (7) No lighted sign and no permanent sign shall be mounted or placed on or extended above the side wall or rear wall of any building, or be located in the side yard or rear yard of any lot or tract of land, when such sign faces upon and is visible from a contiguous residential area not separated from the building, lot, or tract containing the sign.

## **Sec. 92-11. - Sign permits.**

(a) *Permit and fee required.* No person may install, place, rebuild, alter, enlarge, extend, convert, replace, repair, or relocate those signs specified within Sections 92-8 and 92-9, without first obtaining a sign permit from the City. For purposes of this subsection, “repair” is defined as work or alterations required to be done to a sign which amounts to 50 percent or more of the value of the sign. Each permit will be granted for one year. Signs not requiring a sign permit may, however, require a permit pursuant to the City’s building codes. Each application for a sign permit must be accompanied by the appropriate fee established by City Council and by such drawings, descriptions, and specifications as determined by the City to be necessary for review of the application. Upon receipt of an administratively complete application and the requisite fee(s), the City will approve or deny said permit as soon as possible but in no instance longer than 30 days of receipt thereof.

(b) *Exemptions from permit requirement.* The following actions are exempt from the requirement of a sign permit: repainting or replacing letters or characters on an existing sign, provided that the area of the sign is not enlarged and that the height of the sign is not increased, and that the sign does not advertise or announce a new/different business; changing the copy on a bulletin board or changeable copy sign; and replacing the fabric or other material of an awning sign when no other change is made to the sign.

(c) *Expiration of certain permits.* A sign permit for any sign whose use is limited to a time period specified by this chapter or whose removal is required at a certain time by this chapter, will be issued for a specified term which shall not exceed the time limit established by this chapter.

(d) *Enforcement.* Following the issuance of a sign permit by the City, it is unlawful to change, modify, alter, or otherwise deviate from the terms and conditions of the permit without prior approval of the City. Where the City obtains evidence of a sign that was installed, constructed, rebuilt, altered, enlarged, extended, converted, replaced, repaired, or relocated in violation of this chapter or any other regulation of the City, the City may require the responsible party to remove it. If the responsible party fails to remove the sign within 72 hours after being notified to do so, or if it appears to the City that the illegal sign placement or configuration poses an immediate danger to the public, then such sign may be removed by the City and the City’s actual cost of removal will be charged to the responsible party. The City will impound any

sign so removed and will not return it to the responsible party until all applicable charges are paid. If any sign remains unclaimed for a period of more than 30 days, the City may destroy, sell, or otherwise dispose of the sign.

(e) *Suspension or revocation of permit.* The City may suspend or revoke any sign permit issued under the provisions of this chapter upon a determination that the permit was issued on the basis of incorrect or false information provided by the applicant. The suspension or revocation is effective immediately upon written notice being personally delivered or mailed to the person to whom the sign permit was issued at the address provided by the applicant in the respective sign permit application, to the owner or benefactor of the sign, or to the owner of the premises upon which the sign is located. Any sign installed under a revoked sign permit shall be removed by the permit holder, sign owner, or property owner within 15 days following the hand-delivery or the mailing postmark of the written notice of the revocation.

(f) *State law.* Per the Administrative Rules of the Texas Department of Licensing and Regulations (TDLR), only a contractor who has a Texas Electric Contractor License (TECL) or a Texas Sign Contractor License (TSCL) may perform or “offer to perform” any electrical sign installation, including an electronic display. The design of an electrical sign, including an electronic display, shall only be done by a licensed master electrician, master sign electrician, or design professional as authorized by statute. The design shall not be subcontracted to an unlicensed person, firm, or corporation.

#### **Sec. 92-12. - Sign maintenance.**

(a) *Maintenance required.* All signs shall be maintained in a structurally safe condition and in good repair. The City will notify by actual notice and/or certified mail, the responsible party for any sign not so maintained and the responsible party shall perform the necessary maintenance or repairs within 30 days following the postmark date on the notice. The City may remove any sign not repaired within the allotted time and the actual cost of such removal will be charged to the responsible party. If the City removes an unmaintained or disrepairs sign and the sign remains unclaimed for a period of more than 30 days, the City may destroy, sell, or otherwise dispose of the sign without notice or liability.

(b) *Removal of hazardous signs.* Any sign which in the judgment of the City has become an imminent hazard to public safety, either because of an incident of damage or because of neglect of maintenance, shall be repaired or removed by the responsible party without delay. Notice of the existence of the hazard

will specify the maximum time allowed for repairs or removal in order to ensure public safety and the notice may be served upon the responsible party by any means available. A hazardous sign which is not repaired or removed within the time specified in the notice will be removed by the City and the cost of such removal shall be charged to the responsible party. If the City removes a sign and the sign remains unclaimed for a period of more than 30 days, the City may destroy, sell, or otherwise dispose of the sign.

**Sec. 92-13. - Nonconforming signs.**

(a) *Continuation in use.* The lawful use of signs in existence at the time of the adoption of this chapter, including a sign which does not comply with the regulations contained in this chapter, may continue as a legal, nonconforming sign, except as follows:

- (1) Temporary signs such as inflatable signs, figures, or devices, which are prohibited, must be removed within 30 days of the adoption of this chapter;
- (2) An electronic display must comply with the operational regulations found with Section 92-9 within 30 days of the adoption of this chapter;
- (3) Where an electronic display exceeds 32 square feet but is prohibited by this chapter from exceeding this size, such sign may be replaced to equal its existing area but may not exceed this area; and
- (4) If the use of any nonconforming sign is discontinued for a period of 180 consecutive days or more, then the responsible party shall remove or alter the sign to meet the regulations found within this chapter and any future use of the sign must fully comply with this chapter.

(b) *Limitations on modification.* No nonconforming sign may be enlarged in area, increased in height, moved, altered, or remodeled unless and until its construction, area, height and location are all in conformity with this chapter. A nonconforming sign may be repainted and the letters or characters on the sign may be rearranged or replaced, however the changes cannot be made to advertise a new business.

(c) *Removal of damaged, dilapidated and deteriorated signs.* A responsible party shall remove a nonconforming sign which is damaged by any cause to the extent of 50 percent or more of its value within 30 days of the damage. A nonconforming sign damaged to the extent of 50 percent or more of its value

may not be replaced or rebuilt except by a sign that complies with this chapter. Dilapidated and deteriorated signs, conforming or nonconforming, shall be removed within 30 days following the postmark date of the written notice by the City to do so.

**Sec. 92-14. - Variances.**

(a) *Application.* Any person, business, or other organization desiring to continue in use, locate, construct, or otherwise place any sign or mural which does not conform to the provisions of this chapter may make application to the Planning and Zoning Commission for a variance to continue in use, locate, construct, or otherwise place such a sign.

(b) *Process.* An application for a variance must be filed with the City and include the following:

- (1) Name/address of the applicant/owner;
- (2) Address and legal description of the property;
- (3) Statement that the applicant is the owner of the property, represents the owner, or is acting pursuant to a contract for sale with the written permission of the owner;
- (4) Site plans, elevations, improvement plans, and such other drawings or depictions, including photographs that sufficiently indicate property lot lines; the location, appearance, and intended use of building/structures and signs on the property; location of other improvements, parking and loading areas, vehicular and pedestrian access, landscaped areas, and utility service lines; and the approximate location of buildings/structures and signs located on adjacent properties;
- (5) A drawing or sketch in sufficient detail to determine the location and type of construction for the proposed sign; and
- (6) Fee established by City Council.

(c) *Administrative timeline.* Upon receipt of an administratively complete application, as determined by the City, and accompanied by the requisite fee, the Commission will approve, approve with modifications, or deny said variance within 30 days of receipt thereof.

(d) *Preliminary conference.* The applicant must meet with the City to consider alternatives and the nature of the application prior to or during the application process.

(e) *Public hearing.* The Commission shall hold a public hearing on each application for a variance using the same notice requirements as required for Commission hearings conducted for zoning code amendments. At the public hearing, the Commission shall review the application and receive pertinent evidence concerning the proposed variance.

(f) *Report of the development services department.* The City's Development Services Department shall review the application prior to the hearing.

(g) *Action by the Planning and Zoning Commission.* The Commission may grant the variance as presented or in a modified form or subject to conditions, or it may deny the application on the grounds of being incompatible with a neighboring use(s), traffic safety, the purpose statements as listed in this chapter, or that it will give a business an unfair competitive advantage over other businesses. The Commission may impose such conditions or requirements in a variance as are necessary in its judgment to protect the overall character of the community and to achieve the fundamental purposes of this chapter and the City's development plan and other regulations. A responsible party who fails to comply with any such conditions or requirements is in violation of this chapter.

(h) *Evaluation criteria.*

(1) The Commission must use the following criteria when considering variances to this chapter and no variance may be granted until it makes the following findings whether collectively :

- a. That there are exceptional circumstances or conditions applicable to the property on which the application is made related to size, shape, area, topography, surrounding condition(s) or location that do not apply generally to other property in the same area and/or the same zoning district;
- b. That exceptional circumstances or conditions are such that literal enforcement of the provisions of this chapter would result in an unnecessary hardship inconsistent with the general purpose and intent of this chapter;

- c. That the granting of such variance will not be contrary to the public interest, materially detrimental to the public welfare, or injurious to the property or improvements in the zoning district or area in which the property is located;
- d. That the granting of such variance will not be contrary to the objectives and principles contained in the City's comprehensive plan;
- e. That the variance to be granted is the minimum variance that will relieve the proven hardship;
- f. That the variance is not being granted to relieve the applicant of conditions or circumstances:
  - 1. Which are not inherent in the property itself, but are the result of the use or development of the property;
  - 2. Which are caused by a division of land on or after June 16, 1997, other than a division of land resulting from the sale of a property interest to a governmental entity, which division of land caused the property to be unusable for any reasonable development under the existing regulations; or
  - 3. Which were otherwise self-imposed by the present or a previous owner;
- g. That the variance is not grounded solely upon the opportunity to make the property more profitable or to reduce expense to the current or any future owner;
- h. That the variance would not modify or effectively repeal any development or use regulations set forth in a conditional use permit or an ordinance or resolution adopting a development site plan or establishing a special use district or planned development district which are in addition to the generally applicable use and development regulations set forth in the City's zoning code; and
- i. That the variance would only affect a specific sign and is not of such a general nature as to effectively constitute a change in zoning.

(2) No variance may be granted for signs that are listed as a prohibited sign.

(i) *Conditions of variances.* If a variance is granted and the sign so authorized is not substantially under construction within 180 days following the date of approval of the variance, the variance shall immediately and automatically lapse and become of no force or effect.

**Sec. 92-15. - Relation to other ordinances.**

This chapter will not be construed to require or allow any act that is prohibited by any other City code or ordinance. This chapter is specifically subordinate to any other ordinance or regulation of the City pertaining to building and construction safety or to pedestrian and traffic safety.

**Sec. 92-16. - Severability.**

If any portion of this chapter or any section or subdivision thereof be declared unconstitutional or in violation of the general laws of the state, such declaration will not affect the remainder of this chapter which will remain in full force and effect.

**Sec. 92-17. - Enforcement.**

(a) *Violations and penalties.* Wherever by the provisions of this chapter the performance of any act is required or the performance of any act is prohibited, or wherever any regulation, dimension, or limitation is imposed on the location, design, or use of any sign, a failure to comply with the provisions of this chapter will constitute a violation of this chapter. The City Manager may institute any appropriate action or proceedings to prevent the unlawful installation, construction, reconstruction, relocation, alteration, repair, or use of any sign and to restrain, correct, or abate such violation. Every day on which a violation exists will constitute a separate violation and a separate offense. The penalty for each offense will not exceed \$2,000.00 but in no case will the fine for any violation hereof be less than \$200.00.

(b) *Civil remedies.* Nothing in this chapter may be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this chapter and to seek remedies as allowed by law, including the following:

- (1) Injunctive relief to prevent specific conduct that violates the chapter or to require specific conduct that is necessary for compliance with the chapter; and
- (2) A civil penalty up to \$500.00 a day when it is shown that the defendant was notified of the provisions of the chapter and after receiving notice

committed acts in violation of the chapter or failed to take action necessary for compliance with the chapter; and

- (3) Any other remedy available by law.



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

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**SUBJECT:** Ordinance No. 2019-21. Second reading. An Ordinance adopting the annual budget for the City of Kerrville, Texas, Fiscal Year 2020; providing appropriations for each City department and fund; containing a cumulative clause; and containing a savings and severability clause.

**AGENDA DATE OF:** September 24,      **DATE SUBMITTED:** Sep 13, 2019  
2019

**SUBMITTED BY:** Amy Dozier

**EXHIBITS:** [20190924\\_Ordinance\\_2019-21 Adopting Annual Budget for Fiscal Year 2020 - 2nd reading.pdf](#)  
[20190924\\_Ordinance\\_Calendar.pdf](#)

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

**PAYMENT TO BE MADE TO:** N/A

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

**SUMMARY STATEMENT:**

This is the second reading of Ordinance No. 2019-21 to adopt the budget for FY2020 with a record vote and a vote to ratify adopting a budget that will raise more revenue from property taxes than in FY2019.

The FY2020 Proposed Budget is balanced for major funds and advances many of the guiding principles of Kerrville 2050. It contains revenues of \$59.8 million and expenditures of \$78.2 million. Expenditures exceed revenues primarily due to capital projects that were funded in previous years, but will be constructed in FY2020. The General Fund is balanced with revenues and expenditures of \$28.8 million. The proposed property tax rate is LOWERED from \$0.5514 to \$0.5400 per \$100 of assessed value. This marks the 2nd

time in last 3 years that the rate has been lowered and the 11th straight year of no tax rate increase. The Water Fund is balanced with revenues and expenditures of \$13.0 million and includes changes to water and sewer rate structures and amounts that will result in a change of less than \$1.76 per month for most customers.

Staff began the process of building the priority based budget in February 2019. Budget workshops with City Council, staff and public attendance were held on June 18, 2019, July 16, 2019 and August 13, 2019. The FY2020 Proposed Budget was filed with the City Secretary, placed on the City website and at the Butt-Holdsworth Memorial Library for public viewing on July 31, 2019. Notice of the Public Hearing was published in the Kerrville Daily Times on August 16, 2019 and is running 5 times per day on the City's public access channel. In addition, the notice and all budget information is available on the City's website. A public hearing on the budget was held on August 27, 2019. The first reading and vote on the ordinance to adopt the FY2020 Proposed Budget was September 10, 2019. The Ordinance passed 5-0 on first reading. This is the second and final reading and vote on the budget ordinance. The new fiscal year begins on October 1, 2019.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2019-21 on second reading with 2 separate votes using the following motions:

1st motion: "I motion to approve Ordinance No. 2019-21 to adopt the City's budget for fiscal year 2020 on 2nd reading." MUST BE A RECORD VOTE

2nd motion: "I motion that we vote to ratify a budget that will require raising more revenue from property taxes than in the previous fiscal year."

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2019-21**

**AN ORDINANCE ADOPTING THE ANNUAL  
BUDGET FOR THE CITY OF KERRVILLE, TEXAS,  
FISCAL YEAR 2020; PROVIDING  
APPROPRIATIONS FOR EACH CITY  
DEPARTMENT AND FUND; CONTAINING A  
CUMULATIVE CLAUSE; AND CONTAINING A  
SAVINGS AND SEVERABILITY CLAUSE**

**WHEREAS**, in accordance with Section 8.01 of the City Charter and Section 102.005 of the Texas Local Government Code, the City Manager prepared and filed with the City Secretary on July 31, 2019, a proposed budget for the City of Kerrville, Texas, for the fiscal year beginning October 1, 2019, and ending September 30, 2020 (Fiscal Year 2020); and

**WHEREAS**, in accordance with Section 8.04 of the City Charter and Sections 102.006 and 102.065 of the Texas Local Government Code, and after providing the required public notice in the City's official newspaper not less than two weeks prior to the date of the public hearing, a public hearing was duly held on August 27, 2019, at the time and place set forth in the public notice, said date being more than fifteen days subsequent to the filing of the proposed budget by the City Manager, at which all interested persons were given an opportunity to be heard for or against any item within the proposed budget; and

**WHEREAS**, after due deliberation, study, and consideration of the proposed budget, and after making such amendments to the budget proposed by the City Manager that City Council has determined are (1) warranted by law or (2) in the best interest of the taxpayers of the City, City Council is of the opinion that the Official Budget for the Fiscal Year 2020, with the amendments described and discussed, should be approved and adopted, in accordance with Section 8.06 of the City Charter and Section 102.007 of the Texas Local Government Code;

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

**SECTION ONE.** The Official Budget of the City of Kerrville, Texas, a copy of which is on file in the office of the City Secretary, referenced by the date and number of this Ordinance, and incorporated herein by reference as if fully set out herein, is adopted, in accordance with Section 8.06 of the City Charter and Chapter 102 of the Texas Local Government Code.

**SECTION TWO.** The appropriations by department, fund, or other organization unit and the authorization and allocation for each program or activity are hereby deemed to provide a complete financial plan of City funds and activities

for the Fiscal Year 2020, in accordance with Section 8.05 of the City Charter and Chapter 102 of the Texas Local Government Code.

**SECTION THREE.** The following policies, which City Council has previously approved, are included within the budget document referenced in Section One. Some of the policies include amendments, as indicated, which City Council hereby approves. City Council may revise a policy(s) before the adoption of next year's budget, by the adoption of a resolution indicating the revisions. The policies are as follows:

- Financial Management Policy
- Investment Policy
- Purchasing Policy
- Real Estate Policy
- Travel Policy
- Vehicle and Equipment Replacement Policy
- Fee Schedule

**SECTION FOUR.** 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 to the extent of any such inconsistency or conflict.

**SECTION FIVE.** If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. The City 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 any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**THE MEMBERS OF CITY COUNCIL VOTED AS FOLLOWS IN ACCORDANCE WITH THE CITY CHARTER AND STATE LAW:**

**FIRST READING:**

- 1<sup>ST</sup> MOTION TO STATE AS FOLLOWS: *Motion to approve Ordinance 2019-21 to adopt the City's budget for Fiscal Year 2020 on 1<sup>st</sup> reading.*

City Secretary to take record vote as follows:

	YES	NO
Bill Blackburn, Mayor	✓	_____
Gary Cochrane, Place 1	✓	_____
Kim Clarkson, Place 2	✓	_____
Judy Eychner, Place 3	✓	_____
Delayne Sigerman, Place 4	✓	_____

- 2<sup>ND</sup> MOTION TO STATE AS FOLLOWS: *Motion ratifying vote to adopt the budget that will require raising more revenue from property taxes than the previous fiscal year.*

PASSED AND APPROVED ON FIRST READING, this the 10 day of SEPTEMBER A.D., 2019.

**SECOND READING:**

- MOTION TO STATE AS FOLLOWS: *Motion to approve Ordinance 2019-21 to adopt the City's budget for Fiscal Year 2020 on 2<sup>nd</sup> reading.*

City Secretary to take record vote as follows:

	YES	NO
Bill Blackburn, Mayor	_____	_____
Gary Cochrane, Place 1	_____	_____
Kim Clarkson, Place 2	_____	_____
Judy Eychner, Place 3	_____	_____
Delayne Sigerman, Place 4	_____	_____

PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

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Bill Blackburn, Mayor

ATTEST:

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Shelley McElhannon, City Secretary

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Michael C. Hayes".

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Michael C. Hayes, City Attorney

## PROPOSED ANNUAL BUDGET FISCAL YEAR 2020



CELEBRATING A YEAR OF MOMENTUM

# Calendar and Process

- June 18      Budget Workshop**
- July 16      Budget Workshop**
- July 25      Certified Roll from KCAD**
- July 30      Effective Tax Rate Calculation**
- July 31      Proposed Balanced Budget Filed**
- Aug 13      Budget Presentation, Tax Rate Resolution**
- Aug 27      Public Hearing – Budget & Tax Rate**
- Sept 10      Public Hearing – Tax Rate**
- Budget Ordinance & Tax Rate Ordinance**
- Sept 24      Budget Ordinance & Tax Rate Ordinance**
- Oct 1      New Year Begins**



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

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**SUBJECT:** Ordinance No. 2019-20. Second reading. An Ordinance levying an ad valorem tax for the use and the support of the Municipal Government for the City of Kerrville, Texas, for Fiscal Year 2020; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid.

**AGENDA DATE OF:** September 24, **DATE SUBMITTED:** Sep 13, 2019  
2019

**SUBMITTED BY:** Amy Dozier

**EXHIBITS:** [20190924\\_Ordinance\\_2019-20 Ad Valorem Tax for year 2019 - FY2020 - 2nd reading.pdf](#)  
[20190924\\_Ordinance\\_Calendar.pdf](#)

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

**PAYMENT TO BE MADE TO:** N/A

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

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**SUMMARY STATEMENT:**

This is the second reading of Ordinance No. 2019-20 on the proposed property (ad valorem) tax rate of \$0.5400 per \$100 of assessed value for Fiscal Year 2020 (FY2020). The vote must be a record vote using the language provided in the ordinance.

At the August 13, 2019 City Council meeting, Council approved a resolution establishing the proposed property tax rate ceiling for tax year 2019 (FY2020) at \$0.5400 per \$100 of assessed value. This rate is lower than the current tax rate of \$0.5514, marks the 2nd time in last 3 years that the rate has been lowered and the 11th straight year of no tax rate increase. Additionally, the rate is lower than the rollback tax rate of \$0.5620. However, the rate exceeds the effective tax rate of \$0.5222, therefore two public hearings were held on

August 27, 2019 and September 10, 2019 as required by state law. Notice of the Public Hearing was published in the Kerrville Daily Times on August 16, 2019 and is running 5 times per day on the City's public access channel. In addition, the notice and all tax rate information is available on the City's website.

The first reading and vote on Ordinance No. 2019-20 occurred on September 10, 2019. The vote was 5-0 in favor of passing the ordinance. This is the second and final reading and vote on Ordinance No. 2019-20.

The rate is composed of the maintenance and operations portion and the debt rate portion. The maintenance and operations portion is being lowered from \$0.4779 to \$0.4665 per \$100 of assessed value. The debt portion of the rate remains unchanged at \$0.0735. The two rates added together result in the total rate of \$0.5400. This tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be raised by 3.4% and will raise taxes for maintenance and operation on a \$100,000 home by approximately \$14.10. The proposed increase will be used to fund public safety operations.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2019-20 on second reading with a record vote using the following motion: "I move that the property tax rate be increased by the adoption of a tax rate of \$0.5400, which is effectively a 3.4% increase in the tax rate."

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2019-20**

**AN ORDINANCE LEVYING AN AD VALOREM TAX FOR THE  
USE AND THE SUPPORT OF THE MUNICIPAL GOVERNMENT  
FOR THE CITY OF KERRVILLE, TEXAS, FOR THE FISCAL  
YEAR 2020; PROVIDING FOR APPORTIONING EACH LEVY  
FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES  
SHALL BECOME DUE AND WHEN SAME SHALL BECOME  
DELINQUENT IF NOT PAID**

**WHEREAS**, City Council finds that an ad valorem tax must be levied to provide for current expenses and improvements for the City of Kerrville, Texas, during Fiscal Year 2020; and

**WHEREAS**, City Council further finds that an ad valorem tax must be levied to provide for the payment of principal and interest on outstanding debt maturing in Fiscal Year 2020; and

**WHEREAS**, after due deliberation, study, and consideration of the proposed tax rate for Fiscal Year 2020, City Council has determined that adoption of the rate is in the best interest of the taxpayers of the City and it should be adopted in accordance with law;

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

**SECTION ONE.** There is hereby levied and there shall be collected for the use and support of the municipal government of the City of Kerrville, Texas, and to provide interest and sinking funds for the Fiscal Year 2020, a tax of **\$0.5400** on each one hundred dollars (\$100.00) valuation of all property, real, personal, and mixed, within the corporate limits of the City subject to taxation, for the specific purposes herein set forth:

**A.** For the current expenditures of the City of Kerrville and for the general improvement, use, and support of the City and its property, there is hereby levied and ordered to be assessed and collected for the Fiscal Year 2020 on all property situated within the corporate limits of the City, and not exempt from taxation by a valid law, an ad valorem tax rate of **\$0.4665** on each one hundred dollars (\$100.00) valuation of such property.

**B.** For the purpose of paying principal and interest and providing payments into various debt service funds for each issue of tax supported debt, there is hereby levied and ordered to be assessed and collected for the Fiscal Year 2020 on all property situated within the corporate limits of the City and not exempt

from taxation by a valid law, an ad valorem tax for each issue of debt described in this Section, the sum of such levies being **\$0.0735** on each one hundred dollars (\$100.00) valuation of such property.

**SECTION TWO.** The ad valorem taxes levied are due on October 1, 2019, and may be paid up to and including January 31, 2020, without penalty, but if not paid, such taxes are delinquent on February 1, 2020; provided, however, in accordance with Section 31.03(a) of the Texas Tax Code, the ad valorem taxes due hereunder may, at the option of the taxpayer, be paid in two payments without penalty or interest so long as the first payment of one-half of the taxes levied is paid before December 1, 2019, and the remaining one-half is paid before July 1, 2020.

**SECTION THREE.** No discounts are authorized on property tax payments made prior to January 31, 2020.

**SECTION FOUR.** All taxes become a lien upon the property against which assessed and the designated City tax collector for the City of Kerrville is authorized and empowered to enforce the collection of such taxes according to the Constitution and Laws of the State of Texas and ordinances of the City of Kerrville, and shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty, and interest. All delinquent taxes shall bear interest and other charges from date of delinquency as prescribed by state law.

**SECTION FIVE.** THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.4% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$14.10.

**FIRST READING:**

**MOTION TO STATE AS FOLLOWS:** *Motion that Ordinance No. 2019-20 be adopted and that the property tax rate be increased by the adoption of a tax rate of \$0.5400, which is effectively a 3.4% percent increase in the tax rate.*

City Secretary to take record vote as follows:

	YES	NO
Bill Blackburn, Mayor	✓	_____
Gary Cochrane, Place 1	✓	_____
Kim Clarkson, Place 2	✓	_____
Judy Eychner, Place 3	✓	_____
Delayne Sigerman, Place 4	✓	_____

PASSED AND APPROVED ON FIRST READING, this the 10 day of SEPTEMBER, A.D., 2019.

SECOND READING:

**MOTION TO STATE AS FOLLOWS:** *Motion that Ordinance No. 2019-20 be adopted and that the property tax rate be increased by the adoption of a tax rate of \$0.5400, which is effectively a 3.4% percent increase in the tax rate.*

City Secretary to take record vote as follows:

	YES	NO
Bill Blackburn, Mayor	_____	_____
Gary Cochrane, Place 1	_____	_____
Kim Clarkson, Place 2	_____	_____
Judy Eychner, Place 3	_____	_____
Delayne Sigerman, Place 4	_____	_____

PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

\_\_\_\_\_  
Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
Shelley McElhannon, City Secretary

## PROPOSED ANNUAL BUDGET FISCAL YEAR 2020



CELEBRATING A YEAR OF MOMENTUM

# Calendar and Process

- June 18      Budget Workshop**
- July 16      Budget Workshop**
- July 25      Certified Roll from KCAD**
- July 30      Effective Tax Rate Calculation**
- July 31      Proposed Balanced Budget Filed**
- Aug 13      Budget Presentation, Tax Rate Resolution**
- Aug 27      Public Hearing – Budget & Tax Rate**
- Sept 10      Public Hearing – Tax Rate**
- Budget Ordinance & Tax Rate Ordinance**
- Sept 24      Budget Ordinance & Tax Rate Ordinance**
- Oct 1      New Year Begins**



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

**SUBJECT:** Ordinance No. 2019-22. Second reading. An Ordinance creating a "Planned Development District" for agricultural, commercial, mixed-use, office, open space, residential, and wireless telecommunication facilities on tracts of land making up an approximate 264.22 acres, as defined herein, and within the City of Kerrville, Kerr County, Texas; and more generally located southeast of the intersection of Farm-to-Market Road 783 (Harper Highway) and Interstate 10 and adjacent to and north of Holdsworth Drive; adopting a concept plan and conditions related to the development of said district; repealing Ordinance Nos. 2004-15 and 2017-19, which established the previous zoning of the property, containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed \$2,000 for each day of violation of any provision hereof; ordering publication; and providing other matters relating to the subject.

**AGENDA DATE OF:** September 24, **DATE SUBMITTED:** Sep 04, 2019  
2019

**SUBMITTED BY:** Drew Paxton

**EXHIBITS:** [20190924\\_Ordinance\\_2019-22 Planned Development District PDD at Holdsworth and Harper Hwy - 2nd reading.pdf](#)  
[20190910\\_EXHIBIT A\\_for Ord 2019-22 PDD Holdsworth - Harper Road.pdf](#)  
[20190910\\_EXHIBIT B DRAFT\\_Ord 2019-22 Land Use Table Draft.pdf](#)  
[20190910\\_EXHIBIT C DRAFT\\_Ord 2019-22 Concept Plan-PDD\\_draft.pdf](#)

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

**PAYMENT TO BE MADE TO:** N/A

<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	L - Land Use
<b>Guiding Principle</b>	N/A
<b>Action Item</b>	N/A

## **SUMMARY STATEMENT:**

The proposed Planned Development District is replacing the previously approved PDD. The proposed development includes a mixture of agricultural uses, commercial, mixed-use, office, open space, residential, and wireless telecommunications facilities uses on approximately 264.22 acres located along Holdsworth Drive east of Town Creek Road.

**Consistency with the Kerrville 2050 Comprehensive Plan:** The property is located in Strategic Catalyst Area 5. Preservation of the hills which are characteristic of the Texas Hill Country is an important priority for this area. Residential, commercial, and entertainment mixed use uses are recommended in this area.

Adjacent Zoning and Land Uses

Subject Property

Current Zoning: Planned Development District (PDD) 2004-15, PDD 2017-19, and Single Family Residential (R-1)

Existing Land Uses: Vacant

Direction: North

Current Zoning: Single Family Residential (R-1) and outside of the City limits

Existing Land Uses: IH-10 and single family residential

Direction: East

Current Zoning: Residential Cluster (RC) and outside of the City limits

Existing Land Uses: Vacant

Direction: South

Current Zoning: PDD 2004-15, Single Family Residential (R-1), Single Family Residential with Apartment (R-1A), and outside of the City limits.

Existing Land Uses: Kerrville Sports Complex, single family residential, and vacant

Direction: West

Current Zoning: Single Family Residential (R-1) and outside of the City limits

Existing Land Uses: Single-family residential, vacant, and public utilities

Current land uses and design standards were adopted by Ordinances 2004-15 and updated by Ordinance 2017-19.

The change in zoning is being sought in order to establish a Planned Development District with the proposed uses detailed in Exhibit B. As with many Planned Development Districts, the applicant has reviewed the standards zoning land use table and modified it to fit the proposed development.

Thoroughfare Plan: Holdsworth Drive is designated a Secondary Arterial. Secondary arterials primarily serve local trips of moderate length, support circulation and access in localized areas with higher traffic volumes, and connect to the principal arterials. Kerrville's standard cross section for a secondary arterial is a four-lane undivided roadway. In higher activity areas, the City may consider an alternate design with two through lanes and a center two-way left-turn lane. This also provides the option of allocating right-of-way width for other uses such as bike lanes, pedestrian facilities, and/or on-street parking. The current cross-section of Holdsworth Drive is a four lane divided roadway with a center medians, designated bicycle lanes, and sidewalks on both sides.

Town Creek Road is designated a Collector and Cailloux Boulevard is designated a proposed Collector. Collectors provide the necessary connectivity through and between residential neighborhoods and support circulation in nonresidential activity centers. A typical collector in

Kerrville is a two-lane divided roadway with a center turn lane. In constrained areas, a two-lane undivided roadway may be appropriate so that a portion of the right-of-way could be used for pedestrian space or on-street parking.

Traffic Impact: To be determined

Parking: To be determined

The first reading of Ordinance 2019-22 was held September 10, 2019 and passed 5-0. The second reading for Ordinance 2019-22 is scheduled September 24, 2019.

**RECOMMENDED ACTION:**

Approve the ordinance for the Planned Development District.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2019-22**

AN ORDINANCE CREATING A “PLANNED DEVELOPMENT DISTRICT” FOR AGRICULTURAL, COMMERCIAL, MIXED-USE, OFFICE, OPEN SPACE, RESIDENTIAL, AND WIRELESS TELECOMMUNICATION FACILITIES ON TRACTS OF LAND MAKING UP AN APPROXIMATE 264.22 ACRES, AS DEFINED HEREIN, AND WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS; AND MORE GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF FARM TO MARKET ROAD 783 (HARPER HIGHWAY) AND INTERSTATE 10 AND ADJACENT TO AND NORTH OF HOLDSWORTH DRIVE; ADOPTING A CONCEPT PLAN AND CONDITIONS RELATED TO THE DEVELOPMENT OF SAID DISTRICT; REPEALING ORDINANCE NOS. 2004-15 AND 2017-19, WHICH ESTABLISHED THE PREVIOUS ZONING OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING A PENALTY OR FINE NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, the Planning and Zoning Commission of the City of Kerrville, Texas and the governing body of the City of Kerrville, in compliance with the laws of the State of Texas and the ordinances of the City Kerrville, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, the governing body, in the exercise of the legislative discretion, has concluded that the Zoning Ordinance and Zoning Map should be amended as to the property, as described below;

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

**SECTION ONE.** The property described in **Exhibit A** (the “Property”) is placed within a newly created Planned Development District (“PDD”) for development and use as provided herein.

**SECTION TWO.** The Property may be developed and used but only in accordance with the following conditions:

**A. Permitted Uses:** The uses specified within *Table 1. Land Uses*, attached as **Exhibit B**, are permitted within the Planned Development District subject to the conditions provided herein and the applicable regulations for

each use as provided within the City of Kerrville, Texas Zoning Code (Chapter 60, Code of Ordinances) (“Zoning Code”) as adopted by City Council on August 27, 2019, and effective as of October 1, 2019. Such uses of the Property shall be permitted only in the location shown on the Concept Plan, attached as **Exhibit C**. Should a desired alteration or change in use represent a substantial departure from this approved plan, then such may be allowed only after resubmittal of the amended plan to the City, and the same approval process applicable to amendments to the Zoning Code.

**B. Wireless Telecommunications Facility.** Pursuant to subsection A, above, and *Table 1, Land Uses*, a Wireless Telecommunications Facility, as defined by the Zoning Code, is a permitted use within the Communications District. Such use is subject to the following:

1. The total height of the WTF shall not exceed 320 feet, which shall include any base but shall not include a lightning rod or antennas, but which in such case shall not exceed an additional twenty feet (20.0').
2. The WTF shall be setback from all property lines in a distance equal to at least fifty percent (50%) of its total height.
3. The WTF and its ancillary equipment shall be designed and constructed to accommodate the co-location and use by up to three (3) other WFTs utilizing equipment of a similar nature and type. Such co-location requirement shall be subject to each additional user not causing electromagnetic interference with an existing antenna on the WTF. The applicant shall submit a letter with an application for a building permit confirming the adherence to the co-location requirement.
4. The WTF shall be enclosed by decay-resistant security fencing not less than eight feet (8.0') in height and equipped with an appropriate anti-climbing device or other similar device, excluding razor wire, to prevent unauthorized site access.
5. The owner and/or operator of the WTF and its site is responsible for the periodic and consistent inspection and maintenance of the WTF and its site. Such person(s) shall provide ownership and contact information to the City and if the information changes, shall immediately update City as to such change. The owner and/or operator shall prevent the WTF or

its site from entering a state of disrepair due to negligence, vandalism, natural hazard, or any other source of disrepair.

6. The WTF shall be illuminated only as necessary to comply with the Federal Aviation Administration (FAA) or other state and federal laws. However, security lighting may be used as long as it is designed and installed to prevent glare or any light spillover onto adjacent properties.
7. The WTF shall not be used to exhibit any signs, writing, symbols, or any graphic representation of any kind other than safety related signs and any sign required by state or federal laws.
8. A building permit must be obtained from City prior to construction of a WTF. The building permit application shall include:
  - a. Certification of compliance with Federal Communications Commission (FCC) regulations and emission standards.
  - b. Notification of an impending Environmental Assessment (EA) required by the National Environmental Protection Agency (NEPA) and a copy when the assessment is completed.
  - c. A letter addressed to City declaring an intent and willingness to construct a proposed tower that would allow at least three (3) other service providers to co-locate on the tower.
9. The owner and/or operator of the WTF shall notify the City in writing if the use will be discontinued and the date such abandonment will occur. If the use of the facility is discontinued for a continuous period of 180 days, City may declare the facility to be abandoned, which excludes any dormancy period between construction and the initial use of the facility. City shall provide the owner and/or operator with written notice which will instruct the owner and/or operator to either re-activate the facility's use within ninety (90) days or dismantle and remove the facility within such time. If re-activation or dismantling does not occur within ninety (90) days, City may remove the facility or cause it to be removed and assess the costs to the owner and/or operator. In the case of a WTF which has multiple users pursuant to the co-location requirement provided herein, this provision does not become effective until all users have abandoned the WTF. However, the City may cause the abandoned

portions of systems on the multi-use WTF to be removed in accordance with this provision.

- C. **Prohibited Uses:** Any use not specifically allowed pursuant to subsection A, above, is expressly prohibited.
- D. **Concept Plan:** The development and use of the Property shall be substantially in accordance with the Concept Plan attached as **Exhibit C**, hereafter referred to as the “Concept Plan”. Modifications to streets, number and alignment of buildings, building areas and footprints, open spaces, and pedestrian access shown on the Concept Plan may be made at the time of Site Plan approval, as specified in subsection E, below, so long as the general alignment of streets and defined areas are substantially maintained and the location and total acreage of such areas are not altered.
- E. **Development Site Plan:** Prior to the City’s acceptance of any civil construction or building plans, a Development Site Plan shall be submitted to the City pursuant to its regulations.
- F. **Density:** The number of units per lot and the number of units per acre are limited to the specific amounts and locations specified on the Concept Plan.
- G. **Setbacks and Height:** Front, side, and rear setbacks, number of stories and height shall be consistent with the Zoning Code except as specified on the Concept Plan and subsection B, above.
- H. **Lot Coverage:** The maximum building gross floor areas will comply with the Zoning Code, except as specified on the Concept Plan.
- I. **Open Spaces:** All landscaped communal open spaces within the Property, such as the “gardens” and/or “paths” shall be maintained and managed by a Property Owners Association (POA).
- J. **Parking:** The design, number of parking spaces, and aisle dimensions shall comply with the City regulations in effect at the time individual building permits are submitted to the City unless as specified on the Concept Plan. All required parking spaces shall be constructed of asphalt, concrete or other acceptable materials and shall be marked and kept available for residents, customers, and employees.

**K. Parking Lot Lighting:** All outside pole lights shall be of a “shoe box” design and shall be located, shielded, and aimed in such a manner so as not to allow light to directly fall on adjacent roadways and/or properties.

**L. Parking Lot and Travel Lane Surface:** The vehicle and pedestrian traveling lanes and storage areas shall be asphalt, concrete, or such other surface in order to prevent mud, dirt, or other loose materials from being removed from the Property and tracked onto the public rights-of-way by vehicles traveling from the Property.

**M. Sidewalks:** The construction of sidewalks shall be required and constructed in accordance with City regulations in effect at the time building permits are submitted.

**N. Signage:** The design, installation, location, and maintenance of signs shall comply with City sign regulations existing at the time of permitting for the sign.

**O. Landscaping Regulations:** Landscaping shall be installed in accordance with the following:

1. Planting materials planted on the Property shall be native plants or from the list of recommended plants set forth in the most recent edition of *Recommended Plants for the Kerrville Area* published by the City at the time of planting.
2. All landscaping shall be maintained in a healthy, growing condition.

**P. Screening:** Screening shall be required in accordance with City regulations in effect at the time individual building permits are submitted to the City.

**Q. Trash and Other Solid Waste:** Solid waste collection bins and dumpsters shall be equipped with lids and screened with a gate with an opaque screen on one side and material finished to look substantially like the adjacent building(s) on the remaining three sides.

**R. Outdoor Storage and Display:** The outdoor storage of any materials, supplies, inventory, and/or equipment, whether in cargo containers or

similar containers or buildings, is prohibited except on a temporary basis for construction-related purposes, or pursuant to subsection A, above.

**S. Platting:** The development of this Property shall be subject to the City's Subdivision Regulations.

**SECTION THREE.** The City Manager or designee 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 City's Zoning Code.

**SECTION FOUR.** 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, to the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Kerrville governing the use and development of the Property and which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling. Ordinance Nos. 2004-15 and 2017-19, which provided zoning for the Property, are hereby repealed.

**SECTION FIVE.** If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. City Council 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 SIX.** The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-7, Chapter 1 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 SEVEN.** 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 EIGHT.** This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07b. of the City Charter.

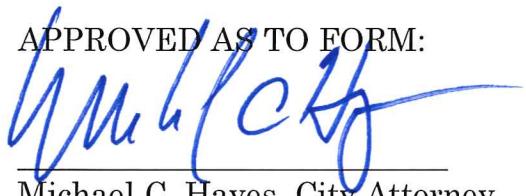
PASSED AND APPROVED ON FIRST READING, this the 10 day of SEPTEMBER, A.D., 2019.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the    day of                   , A.D., 2019.

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Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

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Shelley McElhannon, City Secretary

## LEGAL DESCRIPTION OF THE PROPERTY

## FIELD NOTES DESCRIPTION FOR 254.42 ACRES OF THE CAILLOUX FOUNDATION PROPERTIES, LLC. LAND ON HOLDSWORTH DRIVE IN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS

Being a 254.42 acres tract land comprising, approximately 233.34 acres out of Walter Fosgate Survey No. 120, Abstract No. 138, 20.27 acres out of Jesus Hernandez Survey No. 548, Abstract No. 189, and 0.81 acre out of J. D. Leavell Survey No. 1862, Abstract No. 1435, and being a portion of that certain 304.09 acre tract of land recorded in Document No. 14-05748, Official Public Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

**BEGINNING** at a  $\frac{1}{2}$ " iron stake found for the north corner of the herein described tract and said 304.09 acres in the southwest right of way line of Interstate Highway No. 10, the southwest line of 6.499 acres conveyed to the State of Texas from Ralph B. Fawcett, et ux, by a Deed executed the 17th day of August, 1967 and recorded in Volume 130 at Page 248 of the Deed Records of Kerr County, Texas;

THENCE, with the common line between said 304.09 acres and the southwest right of way line of said Interstate Highway No. 10:

- a) **S 39°51'15" E 420.11 feet** (S 39°44'52" E 420.35 feet) to a fence endpost;
- b) **S 39°50'34" E 550.39 feet** (S 39°47'22" E 549.90 feet) to a found concrete right of way marker;
- c) **S 24°03'18" E 311.73 feet** (S 23°57'00" E 311.85 feet) to a found concrete right of way marker;
- d) **S 39°51'01" E 499.95 feet** (S 39°47'33" E 499.64 feet) to a found  $\frac{1}{2}$ " iron stake;
- e) **S 42°39'17" E 801.08 feet** (S 42°35'42" E 801.12 feet) to a found concrete right of way marker;
- f) **S 39°50'18" E 703.06 feet** (S 39°46'10" E 702.64 feet) to a found concrete right of way marker;
- g) **S 44°07'52" E 435.45 feet** (S 44°05'38" E 435.70 feet) to a found  $\frac{1}{2}$ " iron stake at base of angle post;
- h) **S 53°34'04" E 329.32 feet** (S 53°28'12" E 328.95 feet) to a found  $\frac{1}{2}$ " iron stake at base of angle post;
- i) **S 59°39'53" E 219.52 feet** (S 59°39'30" E 219.58 feet) to a found  $\frac{1}{2}$ " iron stake at base of angle post;
- j) **S 71°09'47" E 351.04 feet** (S 71°07'05" E 350.84 feet) to the east corner of the herein described tract and said 304.09 acres in the northwest line of 10.2 acres conveyed to Lower Colorado River Authority from Charles E Miller by a General Warranty Deed executed the 6<sup>th</sup> day of December, 1965 and recorded in Volume 122 at Page 536 of the Deed Records of Kerr County, Texas;

THENCE, with the common line between said 304.09 acres and said 10.2 acres:

- a) **S 44°55'43" W 3637.21 feet** (S 44°59'05" W 3636.10 feet) to a found  $\frac{1}{2}$ " iron stake in the northeast right of way line of Holdsworth Drive, a public road, for the south corner of the herein described tract and said 304.09 acres, at the beginning of a 01°56'21" curve concave to the southwest having a radius of 2954.79 feet (2954.79 feet);

THENCE, with the northeast right of way line of said Holdsworth Drive, the common line between said 303.959:

- a) along the arc of a **curve left** with a **radius 2,954.79 feet**, a **central angle of 01°56'21"**, an **arc length of 494.54 feet** (494.42 feet), and a **chord which bears N 18°37'57" W 493.96 feet** (N 18°37'10" W 493.84 feet) to a found ½" rebar with "C. Diggs" cap;
- b) **N 23°25'17" W 868.91 feet** (N 23°21'18" W 868.69f feet) to a found ½" rebar with "C. Diggs" cap;
- c) **N 31°53'42" W 135.14 feet** (N 31°51'52" W 135.14 feet) to a found ½" rebar with "C. Diggs" cap;
- d) along the arc of a **curve left** with a **radius 1,024.93 feet**, a **central angle of 60°08'00"** (60°06'28"), an **arc length of 1,075.69 feet** (1,075.23 feet), and a **chord which bears N 53°32'58" W 1027.00 feet** (N 53°29'22" W 1026.60 feet) to a found ½" rebar with "C. Diggs" cap;
- e) **N 68°21'23" W 98.33 feet** to a found ½" rebar with "C. Diggs" cap at the south corner of the 304.09 acre tract;

THENCE, departing the northeast right of way line of Holdsworth Drive, along the common line between herein described tract and said 49.705 acres, the following courses and distances:

- a) **N 50°29'37" E 144.25 feet** to a found ½" rebar with "MDS" cap;
- b) **N 63°19'03" E 210.57 feet** to a found ½" rebar with "MDS" cap;
- c) **N 78°26'56" E 115.90 feet** to a found ½" rebar with "MDS" cap;
- d) **N 89°23'52" E 390.26 feet** to a found ½" rebar with "MDS" cap;
- e) **S 08°50'35" W 85.88 feet** to a found ½" rebar with "MDS" cap;
- f) **S 83°14'49" E 138.56 feet** to a found ½" rebar with "MDS" cap;
- g) **N 60°41'02" E 472.14 feet** to a found ½" rebar with "MDS" cap;
- h) **N 39°16'38" E 476.51 feet** to a found ½" rebar with "MDS" cap;
- i) **N 15°24'24" E 553.29 feet** to a found ½" rebar with "MDS" cap;
- j) **N 00°00'00" E 281.20 feet** to a found ½" rebar with "MDS" cap;
- k) along the arc of a **curve left** with a **radius of 300.00 feet**, a **central angle of 85°17'12"**, an **arc length of 446.56 feet**, and **chord which bears N 42°38'36" W 406.46 feet** to a found ½" rebar with "MDS" cap;
- l) **S 49°27'07" W 341.71 feet** to a found ½" rebar with "MDS" cap;
- m) **N 55°55'22" W 156.27 feet** to a found ½" rebar with "MDS" cap;
- n) **S 45°07'18" W 121.00 feet** to a found ½" rebar with "MDS" cap;
- o) **S 00°01'09" W 103.07 feet** to a found ½" rebar with "MDS" cap;
- p) **S 40°04'38" W 140.69 feet** to a found ½" rebar with "MDS" cap;
- q) **S 85°26'38" W 510.61 feet** to a found ½" rebar with "MDS" cap;
- r) **S 15°14'14" W 354.60 feet** to a found ½" rebar with "MDS" cap;
- s) **S 85°38'41" W 172.13 feet** to a found ½" rebar with "MDS" cap;
- t) **S 47°59'41" W 285.34 feet** to a found ½" rebar with "MDS" cap;
- u) **S 25°18'27" W 728.72 feet** to a found ½" rebar with "MDS" cap, returning to the northeast right of way line of Holdsworth;

THENCE, continuing with the northeast right of way line of said Holdsworth Drive and the common line between said 303.959:

- a) **S 12°21'44" E 42.90 feet** (S 12°19'33" E 42.87 feet) to a found ½" rebar with "C. Diggs" cap;
- b) **S 43°56'51" W 43.70 feet** (S 44°02'41" W 43.85 feet) to a found ½" rebar with "C. Diggs" cap;
- c) **N 77°51'15" W 22.42 feet** (N 77°45'24" W 22.50 feet) to a found ½" rebar with "C. Diggs" cap;

- a) **N 85°40'50" W 113.75 feet** (N 85°33'13" W 113.57feet) to a found ½" rebar with "C. Diggs" cap;
- b) **N 85°46'58" W 109.88 feet** (N 85°50'41" W 110.37 feet) to a found ½" rebar with "C. Diggs" cap;
- c) **N 82°17'12" W 55.59 feet** (N 82°16'00" W 55.64 feet) to a found ½" rebar with "C. Diggs" cap;
- d) **N 77°30'53" W 48.92 feet** (N 77°32'00" W 48.83 feet) to a found ½" iron stake;
- e) **S 18°24'32" E 31.30 feet** (S 18°08'00" E 31.11 feet) to a found ½" rebar with "C. Diggs" cap;
- f) **S 82°55'37" W 110.14 feet** (S 82°56'00" W 110.11 feet) to a found ½" rebar with "C. Diggs" cap;
- g) **N 86°01'27" W 282.06 feet** (N 85°58'00" W 282.01 feet) to a found ½" rebar with "C. Diggs" cap found at the beginning of a 06°39'48" curve concave to the northeast having a radius of 859.93 feet (859.93 feet);
- h) along the arc of a **curve right with a radius of 859.93 feet, a central angle of 15°40'01"** (15°37'37"), an **arc length of 235.14 feet** (234.54 feet), and **chord which bears N 67°46'08" W 234.41 feet** (N 67°36'10" W 233.81 feet) to a found ½" rebar with "C. Diggs" cap at its end for the most westerly corner of the herein described tract and said 304.09 acres;

THENCE, departing the northeast right of way line of Holdsworth Drive:

- a) **N 75°44'27" E 73.16 feet** (N 76°11 '00" E 70.93 feet) to a found ½" iron stake at base of anglepost;
- b) **N 53°46'08" E . 78.01 feet** (N 53°57'44" E 79.87 feet) to a found ½" iron stake at base of anglepost;
- c) **N 71°56'20" E 257.26 feet** (N 72°00'46" E 256.96 feet) to a found ½" iron stake at base of anglepost;
- d) **S 87°07'02" E 156.03 feet** (S 87°11'08" E 156.62 feet) to a found ½" iron stake for a reentrant corner of the herein described tract and said 304.09 acres;
- e) **N 01°31'13" W 435.99 feet** (N 01 °25'56" W 435.45 feet) to a three-way cornerpost;
- f) **N 44°04'42" E 52.27 feet** to a three-way cornerpost;
- g) **N 44°28'35" E 60.05 feet** to a three-way cornerpost;
- h) **N 44°40'17" E 222.72 feet** to a three-way cornerpost;
- i) **S 87°12'40" E 534.21 feet** (S 87°00'27" E 534.64 feet) to a found ½" iron stake;

THENCE, with a westerly line of said 304.09 acres:

- a) **N 26°00'01" E 319.52 feet** (N 26°02'30" E 319.29 feet) to a found iron stake;
- b) **N 39°13'31" W (N 38°44'18" W ) 26.60 feet** to a found ½" iron stake;
- c) **N 39°14'00" W 627.05 feet** to an *unmarked point* at the north corner of said 4.87 acres, the east corner of 3.70 acres conveyed to Harvey Ray Youngblood from Harvey Ray Youngblood, Successor Trustee by a Distribution Deed of Trustee executed the 22nd day of August, 2001 and recorded in Volume 1163 at Page 832 of the Real Property Records of Kerr County, Texas;

THENCE, with the common line between said 304.09 acres and said 3.70 acres:

- a) **N 43°57'59" W 198.25 feet** (N 43°58'00" W 198.20 feet) to a found ½" iron stake;
- b) **N 45°17'31 " E 100.50 feet** (N 46°16'01 " E 96.93 feet) to a found ½" iron stake;
- c) **N 44°36'17" W 372.24 feet** (N 43°55'16" W 373.69 feet) to a found ½" iron stake at the base of a 28" diameter Live Oak tree;

d) **N 39°58'24" W 48.13 feet** (N 39°50'22" W 47.97 feet) to a found ½" iron stake found at the south corner of Lot No. 1 of Horseshoe Oaks, a subdivision of record in Volume 4 at Page 152 of the Plat Records of Kerr County, Texas;

THENCE, with the common line between said 304.09 acres and said Horseshoe Oaks:

a) **N 45°18'35" E 2203.17 feet** (N 45°22'00" E 2202.96 feet) to the **PLACE OF BEGINNING** containing 254.42 acres of land, more or less, within these metes and bounds.

**FIELD NOTES DESCRIPTION FOR 9.80 ACRES OF THE CAILLOUX FOUNDATION PROPERTIES, LLC. LAND ON HOLDSWORTH DRIVE IN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS**

Being a 9.80 acre tract of land out of Walter Fosgate Survey No. 120, Abstract No. 138, in Kerr County, Texas; being out of the remaining portion of a called 70.65 acre tract of land recorded in Document No. 14-05748 of the Official Public Records of Kerr County, Texas; said 9.80 acre tract of land being more particularly described by metes and bounds as follows:

**BEGINNING** at a ½" rebar found in the west right of way line of Holdsworth Drive at the northeast corner of the remaining portion of the called 70.65 acre tract for the northeast corner of the tract herein described;

THENCE, departing the west right of way line of Holdsworth Drive, along a fence for the herein described tracts south boundary line:

a) **S 44°49'04" W (S 44°58'35" W) 358.78 feet** to a ½" rebar with "C. Diggs" cap found at a three-way cornerpost;

b) **S 44°57'12" W (S 44°58'35" W) 860.19 feet** to a fence post;

THENCE, with the common line between said 70.817 acres:

a) **N 25°26'36" W 229.39 feet** (N 25°06'00" W 229.69 feet) to a found ½" rebar and the intersection with the southeast line of 54.75 acres conveyed as Tract II to the City of Kerrville from Cailloux Foundation Properties, LLC. by a Special Warranty Deed executed the 29<sup>th</sup> day of July, 2016 and recorded in File No. 16-05119, revised in File No. 16-04624 of the Official Public Records of Kerr County, Texas;

THENCE, with the common line between said herein described tract and said 54.75 acres:

a) **N 15°59'40" E 752.46 feet** to a found ½" rebar with "MDS" cap;

b) **N 44°21'17" E 331.83 feet** to a found ½" rebar with "MDS" cap;

c) **N 23°47'37" E 14.71 feet** to a found ½" rebar with "MDS" cap, for west corner of 6.097 acres conveyed to the City of Kerrville from Cailloux Foundation Properties, LLC. by a Special Warranty Deed executed the 21<sup>st</sup> day of March, 2018 and recorded in File No. 18-01666 of the Official Public Records of Kerr County, Texas;

THENCE, along the common line between the herein described tract and said 6.097 acres:

a) **S 23°27'19" E 569.87 feet** to a found ½" rebar with "MDS" cap for a reentrant corner of the herein described tract and said 6.097 acres southern corner;

b) **N 44°54'00" E 387.52 feet** to a  $\frac{1}{2}$ " rebar found upon the west right of way line of Holdsworth Drive and the north corner of the herein described tract;

THENCE, along the west right of way line of Holdsworth Drive, the east boundary line of the remaining portion of the called 70.65 acre tract:

a) **S 11°12'13" E 72.29 feet** to **PLACE OF BEGINNING** containing 9.80 acres of land, more or less, within these metes and bounds.

## Exhibit B

## DRAFT

Proposed 2406+/- Mixed Use PDD (consistent with potential new city wide zoning)

TABLE 1. LAND USES

	Residential – similar to Proposed R-2	Blended Transition – similar to Proposed C-1 with some C-2 plus Townhomes and Apartments	Commercial with LiveWork and Efficiency Apartments – Similar to Proposed C-3	Communications – including towers upto 320' tall	Open Space – Vineyards – Gardens – Paths
Accessory Building or Structure	P	P	P	P	
Accessory Dwelling (see Dwelling Unit, Single-Family with Accessory Dwelling Unit)					
Agricultural Services					
Agriculture, General					no animals P
Airport					
Alcoholic Beverage Sales for Off-Premise Consumption		P	P		
Amateur Radio Antenna				See Ordinance 2005-11	
Ambulance Service, Private			P		
Amenity Center	P	P			
Amusement Center, Indoor		P	P		
Amusement Center, Outdoor			P		
Antenna				See Ordinance 2003-35	
Antique Store		P	P		
Apartment (See Dwelling, Multifamily)					
Appliance Store		P	P		
Appliance Repair/Sale, Used Appliances		P	P		
Art Studio/Gallery		P	P		
Artisan's/Craftsman's Workshop		P	P		
Assembly			P		
Automobile Dealership, New Auto Sales			P		
Automobile Dealership, Used Auto Sales					
Automobile Parts Store			P		
Automobile Rental or Leasing			P		
Automobile Service and Repair, Major					
Automobile Service and Repair, Minor					
Automobile Towing/Wrecker Service					
Automotive Body Shop					
Automated Teller Machine (ATM)		P	P		
Bail Bonding Agency					
Bank or Financial Institution		P	P		
Barber or Beauty Shop		P	P		
Boarding Home Facility (Pending)			P		
Boat (Marine) Dealership			P		
Book Store		P	P		
Building Contractor, General			P		
Building Contractor, Maintenance and Repair			P		
Building Contractor, Temporary Field Office	P	P	P		
Building Contractor, Trade Specialist			P		
Building Contractor's Storage Yard					
Cabinetmaking Shop			P		
Car Title Loan Business					
Car Wash, Full-Service or Self-Service			P		
Caretaker's Residence	P	P	P		
Cemetery					
Check Cashing Business					
Church, Temple, Mosque, or Place of Worship	P	P	P		
Civic, Fraternal, Philanthropic, Charitable, or Nonprofit Organization		P	P		
Clothing and Apparel Store		P	P		
Cocktail Lounge		P	P		
College or University, Private		P	P		
College or University, Public		P	P		
Community Garden	P	P	P		P
Concrete/Asphalt Batch Plant, Permanent					
Condominium (See Dwelling, Multifamily)					
Convenience Store with Fuel Sales		P	P		
Convenience Store without Fuel Sales		P	P		
Country Club	P	P	P		
Custom Manufacturing (See Manufacturing, Custom)		P	P		
Dance Hall/Event Venue			P		
Day Care Services, Adult			P		
Day Care Services, Children		P	P		
Department or General Merchandise Store		P	P		
Detention Facility					
Dinner Theatre			P		
Distillery			P		
Distribution Center (See Warehousing and Distribution)					
Drive-Thru or Drive-In Service		P	P		
Driving Instruction School			P		
Drug Store			P		

## Exhibit B DRAFT

TABLE 1. LAND USES

	Residential – similar to Proposed R-2	Blended Transition – similar to Proposed C-1 with some C-2 plus Townhomes and Apartments	Commercial with LiveWork and Efficiency Apartments – Similar to Proposed C-3	Communications – including towers upto 320' tall	Open Space – Vineyards – Gardens – Paths
Duplex (See Dwelling, Duplex)					
Dwelling, Duplex	P	P			
Dwelling, Live/Work		P	P		
Dwelling, Multifamily		P	P		
Dwelling, Patio Home (Zero Lot Line Home)	P	P			
Dwelling, Single-Family Detached	P				
Dwelling, Single-Family with Accessory Dwelling Unit	P	P			
Dwelling, Townhome	P	P			
Electronic Sales/Service			P		
Equipment Rental, Heavy, No Outdoor Storage			P		
Equipment Rental, Heavy, With Outdoor Storage			P		
Equipment Rental, Light, No Outdoor Storage			P		
Equipment Rental, Light, With Outdoor Storage			P		
Fabrication Processes					
Fair/Rodeo Grounds or Exhibition Hall or Arena			P		
Farm Supply Store, Retail			P		
Farmers' Market		P	P		
Feed, Grain, or Hay Storage and Sale, Bulk/Wholesale					
Fine Arts Classes		P	P		
Fitness Center		P	P		
Flea Market, Indoor					
Flea Market, Outdoor/Open Air Market					
Florist		P	P		
Food Processing CRAFT		Craft P	Craft P		
Food Truck Park			P		
Fuel Sales, Bulk					
Fuel (Gasoline/Propane) Sales, Retail		P	P		
Funeral Services			P		
Furniture, Home Furnishings, and Home Decorating and Decor Store		P	P		
Furniture Repair and Sale, Used			P		
Garden Center/Nursery With Outside Storage			P		
Garden Center/Nursery, No Outside Storage		P	P		
Golf Course	P	P	P		
Grocery Store		P	P		
Group Medical Care Facility (Pending)			P		
Guest House	P	P			
Guidance Services (Pending)			P		
Gunsmith and Locksmith Shop			P		
Hardware Store			P		
Home Improvement Center			P		
Home Occupation	P				
Hospital			P		
Hotel or Motel			P		
Jewelry Store		P	P		
Job and Vocational Training Center			P		
Junkyard			See Chapter 58, Kerrville Code of Ordinances		
Kennel, Up to 11 Animals, Indoor Pens			P		
Kennel, 12 or More Animals, Indoor outdoor Pens			no outdoor pens P		
Landscape Nursery, Commercial/Wholesale			P		P
Laundromat			P		
Laundry/Dry Cleaning Drop-Off/Pick-Up Station		P	P		
Laundry/Dry Cleaning Plant					
Life Care Development (Pending)			P		
Limousine/Taxi Service			P		
Livestock Sales, Wholesale					
Lumber Yard			P		
Machine Shop					
Mailing Service			P		
Manufactured Home or Manufactured Housing					
Manufactured Housing Sales					
Manufacturing, Custom (see Artisan's/Craftsman's Workshop)					
Manufacturing, General			P		
Microrbrewery		P	P		
Mining and Mineral Extraction					
Mini-Storage		near LCRA P	near LCRA P		
Minor Emergency/Urgent Care Medical Clinic			P		
Modular Home	P				
Motel (See Hotel or Motel) + B191			P		
Motor Freight/Trucking Company					
Motorcycle, All Terrain Vehicle, Personal Watercraft Dealership			P		

## Exhibit B DRAFT

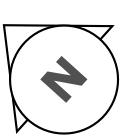
TABLE 1. LAND USES

	Residential – similar to Proposed R-2	Blended Transition – similar to Proposed C-1 with some C-2 plus Townhomes and Apartments	Commercial with LiveWork and Efficiency Apartments – Similar to Proposed C-3	Communications – including towers upto 320' tall	Open Space – Vineyards – Gardens – Paths
Movie Theater	Residential – similar to Proposed R-2	Blended Transition – similar to Proposed C-1 with some C-2 plus Townhomes and Apartments	Commercial with LiveWork and Efficiency Apartments – Similar to Proposed C-3	Communications – including towers upto 320' tall	Open Space – Vineyards – Gardens – Paths
Musical Instrument Sales and Repair		P	P		
Newspaper			P		
Office, General (Business or Professional)		P	P		
Office, Medical		P	P		
Office Furniture, Equipment, and Supply Store		P	P		
Outdoor Storage of Equipment and Materials as a Primary Use					
Parking Lot or Structure, Accessory		P	P		
Parking Lot, Stand-Alone			P		
Parking Structure			P		
Pawnshop			P		
Payday Loan Business					
Personal Care Facility (Pending)			P		
Pet and Pet Supply Sales		P	P		
Pet Grooming		P	P		
Photography Studio and Photography/Camera Supply Store		P	P		
Portable Building Sales		near LCRA P	near LCRA P		
Print Shop, Major			P		
Print Shop, Minor		P	P		
Public or Institutional Facility or Use	P	P	P		
Quadruplex (See Dwelling, Multifamily)					
Radio or Television Station or Broadcasting Studio with Tower				P	
Radio or Television Station or Broadcasting Studio without Tower			P	P	
Recreational Skills Classes		P	P		
Recreational Vehicle Dealership			P		
Recreational Vehicle or Trailer Park		near LCRA P	near LCRA P		
Rectory/Parsonage	P	P	P		
Repair Shop, Household Items			P		
Repair Shop, Personal Items		P	P		
Research and Development Lab			P		
Residential Care Services (Pending)			P		
Restaurant, Food and Beverage Shop		P	P		
Restaurant, General, With Drive-Thru or Drive-In Service		P	P		
Restaurant, General, Without Drive-Thru Service		P	P		
Salvage, Reclamation, Recycling of Materials					
Sand, Gravel, or Stone Extraction					
Sand, Gravel, or Stone Storage and Sales			near LCRA P		
School, Private, Elementary		P	P		
School, Private, Intermediate and Secondary		P	P		
School, Public, Elementary	P	P	P		
School, Public, Intermediate and Secondary	P	P	P		
Second-hand/Used Goods Store With Outside Storage					
Second-hand/Used Goods Store, No Outside Storage		P	P		
Security Service			P		
Security Systems Installation and Monitoring Company			P		
Sexually Oriented Business			per chapter 30 P		
Short-term Rental Unit	P	P	P		
Showroom, in Conjunction with Warehousing and Distribution					
Showroom, without Warehousing and Distribution		P	P		
Smoke Shop			P		
Solar Energy Facility		near LCRA P	near LCRA P		
Stables, Commercial					
Stables, Private					
Stationery Store		P	P		
Tattoo or Permanent Cosmetics Shop, Body Piercing					
Taxidermy Shop			P		
Transportation Terminal, Bus/Aviation			P		
Triplex (See Dwelling, Multifamily)					
Truck Stop and Fueling Station		if at freeway interchange or frontage road P	P		
Utility, Local	P	P	P	P	equipment only P

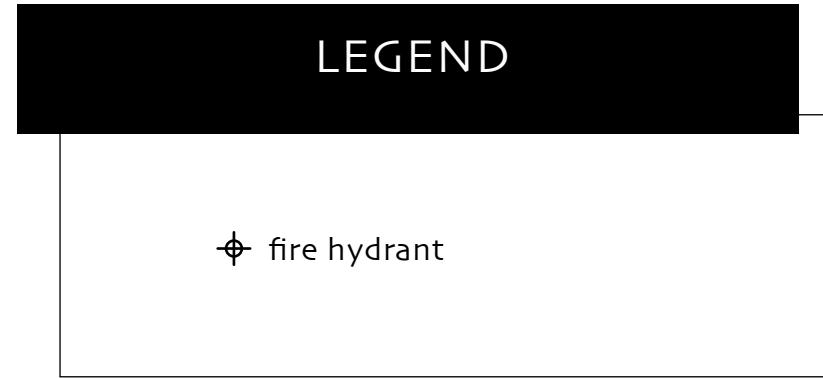
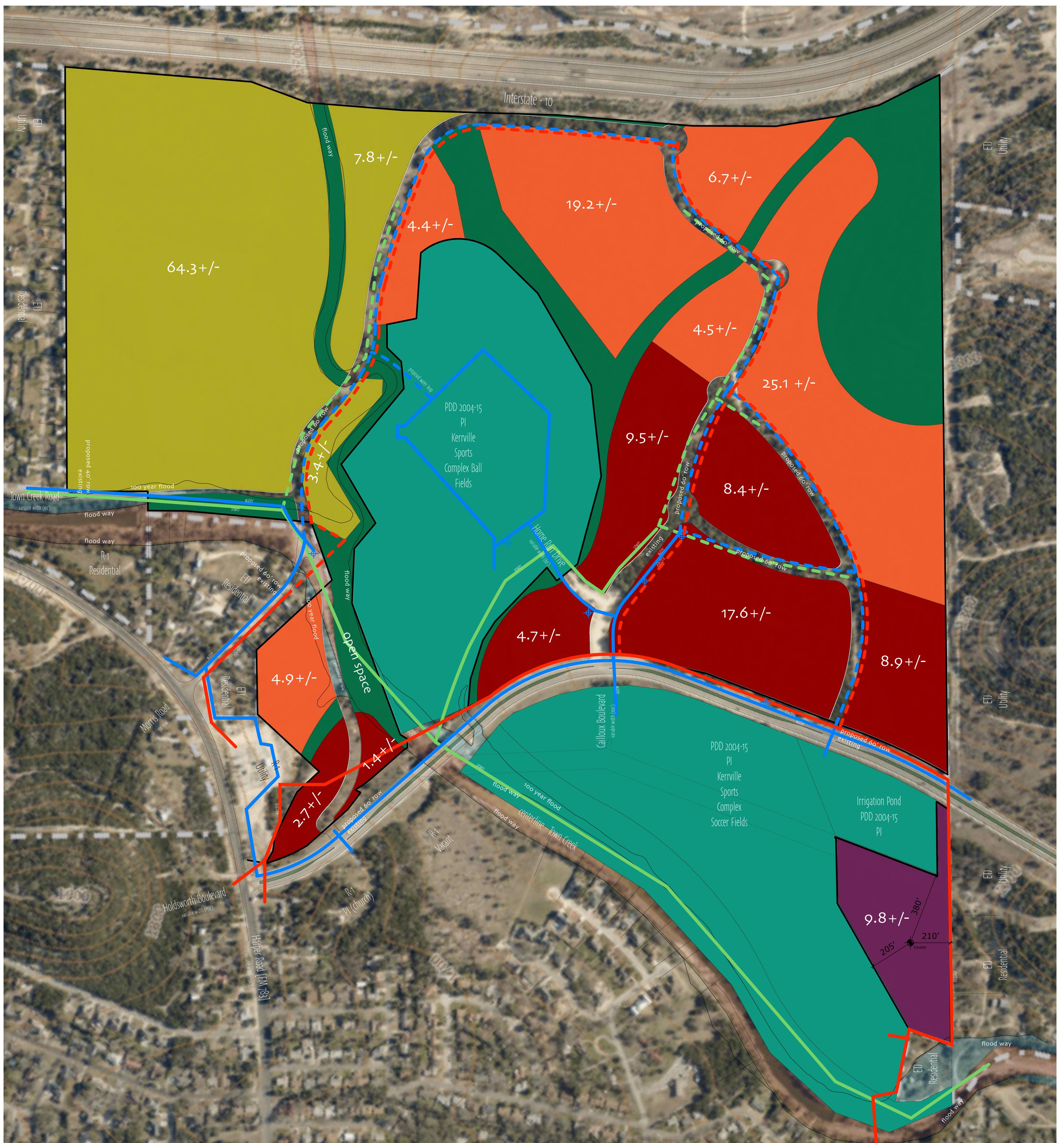
## Exhibit B DRAFT

**TABLE 1. LAND USES**

	Residential – similar to Proposed R-2	Blended Transition – similar to Proposed C-1 with some C-2 plus Townhomes and Apartments	Commercial with LiveWork and Efficiency Apartments – Similar to Proposed C-3	Communications – including towers upto 320' tall	Open Space – Vineyards – Gardens – Paths
Utility, Private or Franchise	P	P	P	P	Equipment only P
Utility, Public	P	P	P	P	Equipment only P
Veterinary Service, Large Animal, Indoor or Outdoor Pens					
Veterinary Services, Small Animal, Indoor Pens			P		
Warehousing and Distribution					
Welding Shop					
Wholesaling			P		
Wind Energy System, Small		See Chapter 26, Kerrville Code of Ordinances			
Winery			P		Vineyards P
Wireless Telecommunications Facilities				P	
Zero Lot Line Single-Family Dwelling (See Dwelling, Patio Home)					



# Exhibit C DRAFT

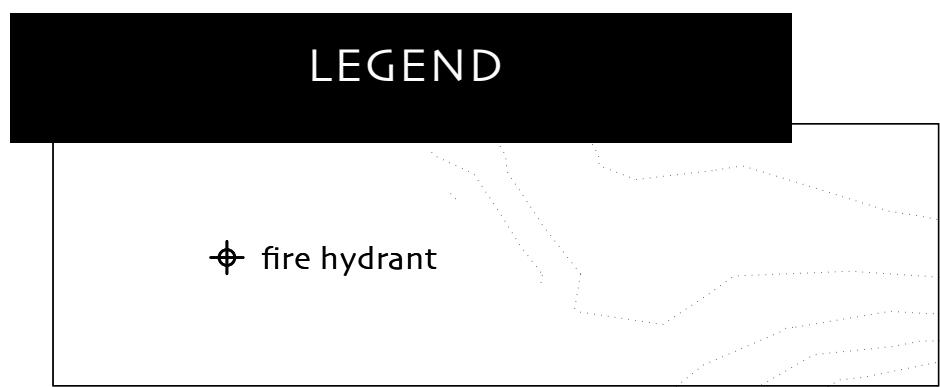
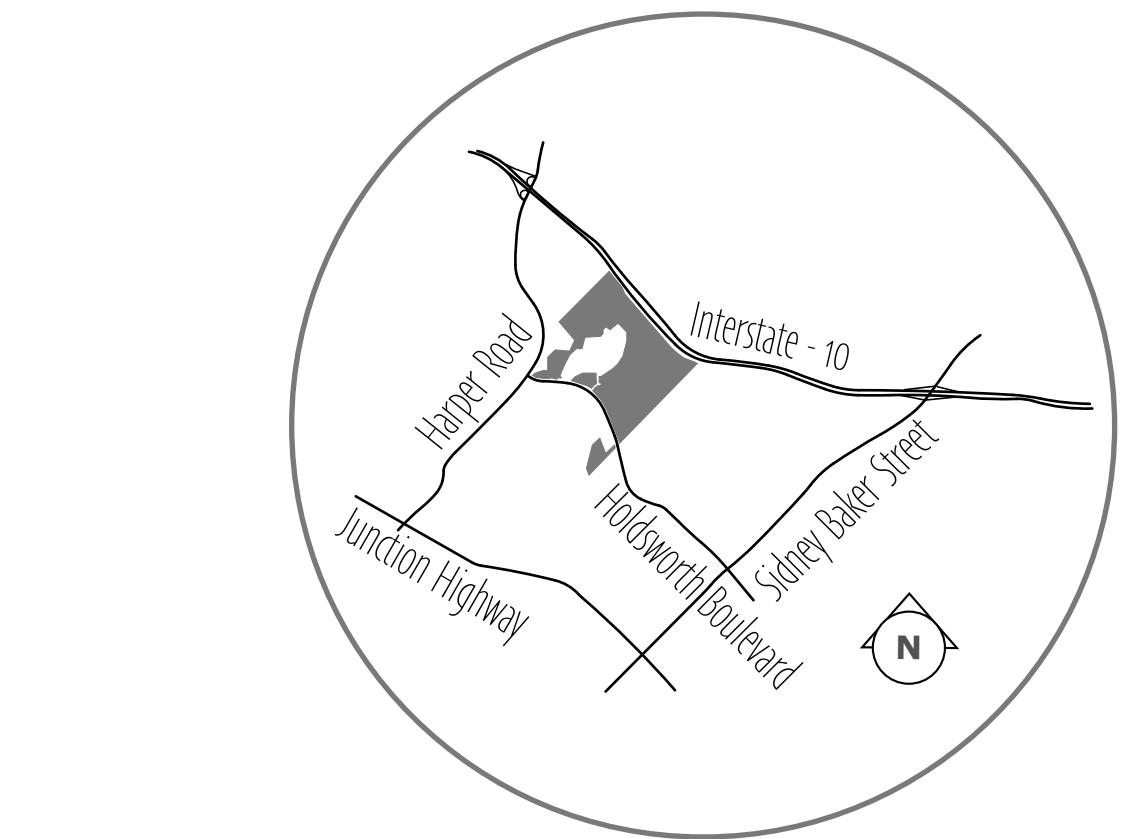


- 1- Development standards shall be consistent with current City of Kerrville subdivision and zoning code, as may be adopted, for each use within a defined zoning district, except as specified in this ordinance. In the case of discrepancies this ordinance shall govern.
- 2- The maximum number of units per acre for residential development shall be determined by use: Live/Work and Multifamily, 34 units per acre; Duplex, Single-Family with Accessory Dwelling Unit, Patio home, and Townhome, 21 units per acre; Single-Family Detached, 13 units per acre.
- 3- Existing and currently proposed structures, and their distances to property lines and other structures are represented.
- 4- Front, side, and rear setbacks, number of stories and height, gross floor area, location of entrances and exits, development standards, and parking standards shall be consistent with current City of Kerrville subdivision and zoning code, as may be adopted, for each use within a defined zoning district, except as specified in this ordinance. In the case of discrepancies this ordinance shall govern.
- 5- Fire hydrants shall be consistent with the current City of Kerrville fire code, as may be adopted, for each use within a defined zoning district.
- 6- Wireless Communications Facilities shall be consistent with this ordinance.
- 7- The general size, shape, and locations for the defined zoning districts and collector roads are represented here though variations in the actual size, shape, and locations will be allowed without amending the ordinance. The overall total acreage for each defined district as set in the ordinance shall be maintained throughout those future adjustments.
- 8- This Planned Development District is based upon the 2019-17 Zoning Ordinance as the current City of Kerrville Zoning Code.

Proposed 264.2 +/- acre  
**Town Creek at Holdsworth**  
Land Uses Modifying Planned Development Districts 2004-15 and 2017-19 located at Holdsworth Extension

<b>Commercial</b>
Commercial with LiveWork and Efficiency Apartments
53.3 +/- acres
<b>Blended</b>
Blended transition from Commercial to Townhomes and Apartments
64.8 +/- acres
<b>Residential</b>
Modern Residential mix
75.5 +/- acres
<b>Communications</b>
Communications – including towers up to 320' tall
9.8 +/- acres
<b>Open Space</b>
Open Space – Vineyards – Gardens – Paths
43.3 +/- acres

# EXHIBIT C DRAFT



- 1- Development standards shall be consistent with current City of Kerrville subdivision and zoning code, as may be adopted, for each use within a defined zoning district, except as specified in this ordinance. In the case of discrepancies this ordinance shall govern.
- 2- The maximum number of units per acre for residential development shall be determined by use: Live/Work and Multifamily, 34 units per acre; Duplex, Single-Family with Accessory Dwelling Unit, Patio home, and Townhome, 21 units per acre; Single-Family Detached, 13 units per acre.
- 3- Existing and currently proposed structures, and their distances to property lines and other structures are represented.
- 4- Front, side, and rear setbacks, number of stories and height, gross floor area, location of entrances and exits, development standards, and parking standards shall be consistent with current City of Kerrville subdivision and zoning code, as may be adopted, for each use within a defined zoning district, except as specified in this ordinance. In the case of discrepancies this ordinance shall govern.
- 5- Fire hydrants shall be consistent with the current City of Kerrville fire code, as may be adopted, for each use within a defined zoning district.
- 6- Wireless Communications Facilities shall be consistent with this ordinance.
- 7- The general size, shape, and locations for the defined zoning districts and collector roads are represented here though variations in the actual size, shape, and locations will be allowed without amending the ordinance. The overall total acreage for each defined district as set in the ordinance shall be maintained throughout those future adjustments.
- 8- This Planned Development District is based upon the 2019-17 Zoning Ordinance as the the current City of Kerrville Zoning Code.



## Proposed 264.2 +/- acre Town Creek at Holdsworth

Land Uses Modifying Planned Development  
Districts 2004-15 and 2017-19 located at  
Holdsworth Extension

**Commercial**  
Commercial with LiveWork and  
Efficiency Apartments  
53.3 +/- acres

**Blended**  
Blended transition from Commercial to  
Townhomes and Apartments  
64.8 +/- acres

**Residential**  
Modern Residential mix  
75.5 +/- acres

**Communications**  
Communications - inlcuding towers upto  
320' tall  
9.8 +/- acres

**Open Space**  
Open Space - Vineyards - Gardens -  
Paths  
43.3 +/- acres



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

**SUBJECT:** Resolution No. 37-2019. A Resolution amending the City of Kerrville Fee Schedule by revising fees charged for various services and uses provided or offered by the City.

**AGENDA DATE OF:** September 24, 2019      **DATE SUBMITTED:** Sep 13, 2019

**SUBMITTED BY:** Amy Dozier

**EXHIBITS:** 20190924\_Resolution\_37-2019 Amending Fee Schedule effective 10-01-19.pdf  
20190924\_resolution\_fee schedule.pdf

**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

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

## **SUMMARY STATEMENT:**

The fee schedule is reviewed and updated annually. Notable changes in the FY2020 fee schedule include:

1. Water and Sewer Rates - Based on a rate study conducted by outside consultants in 2019, we are proposing to change the rate structure and rate amount for both water and sewer. The changes will better align revenues with fixed system costs and create more incentive for water conservation. Most users will see an increase of \$1.76 or less on their monthly bill.

2. Parks and Recreation - Parks and Recreation has increased rental fees for RV sites, cabins and facilities at Kerrville-Schreiner Park. The increased fees are consistent with fees at State parks and help to cover annual increases in personnel and maintenance costs. Parks and Recreation has added new rental options for athletic fields and pool rental as well as a fee for a new mermaid swim class.

3. Solid Waste - The proposed fee schedule adds a \$2.00 recycling drop off fee for customers that do not have City garbage service. Other solid waste fee increases reflect the contractual rates charged by Republic Services that are passed through to City garbage customers.
4. Golf - The proposed fee schedule includes small increases to green fee and cart rates so that revenues can cover more of the costs of operating the golf course. In addition, new rate classes (such as military, college student) and options (family membership, unlimited golf) have been added to attract more players.
5. EMS - The fee schedule proposes inflation based rate changes calculated using an independently determined inflation factor specific to ambulance services.
6. Other Changes - Other changes to the fee schedule primarily include changes to cover increased costs (i.e. water taps, sewer taps, water meters), better align fees with other cities or providers (i.e. Fire Department, septage) or simplify fees (i.e. Building Services).

Proposed updates to the FY2020 fee schedule have been discussed with City Council during workshops on June 18, 2019, July 16, 2019 and August 13, 2019. In addition, information on all current and proposed City fees is included in the Proposed Budget Book that was given to Council members, filed with the City Secretary, placed at the Library and on the City's website on July 31, 2019.

The attached fee schedule shows both the current FY2019 fees and the proposed FY2020 fees. Changes are highlighted in yellow.

**RECOMMENDED ACTION:**

Approve resolution 37-2019

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 37-2019**

**A RESOLUTION AMENDING AND ADOPTING THE CITY OF KERRVILLE FEE SCHEDULE FOR FEES THAT THE CITY CHARGES FOR VARIOUS SERVICES AND USES PROVIDED OR OFFERED BY THE CITY**

**WHEREAS**, the City Council of the City of Kerrville adopted a Fee Schedule by Resolution No. 91-138 on September 24, 1991, and has amended said document on a number of occasions; and

**WHEREAS**, as part of the City's annual budget process, City staff has studied and now recommends that City Council adopt fees that the City charges for various services and uses provided or offered by the City, which includes new fees and revising some of the City's existing fees as indicated; and

**WHEREAS**, City Council has determined that it is in the public interest to adopt the *Fiscal Year 2019-2020 Fee Schedule*, as amended;

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

The *Fiscal Year 2019-2020 Fee Schedule of the City of Kerrville, Texas*, as amended, is adopted as set forth in **Exhibit A**, attached hereto and incorporated herein by reference, such fees to be effective October 1, 2019.

**PASSED AND APPROVED ON this the \_\_\_\_\_ day of \_\_\_\_\_ A.D.,  
2019**

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Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

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Shelley McElhannon, City Secretary



# FEE SCHEDULE

CITY SECRETARY PUBLIC INFORMATION REQUESTS		
	Current Rate	Proposed Rate
Standard Size Copy	\$0.10 per page	\$0.10 per page
Oversized Paper Copy	\$0.50 per page	\$0.50 per page
Fax Transmissions		
Local	\$0.10 per page	\$0.10 per page
Long distance	\$0.50 per page	\$0.50 per page
Other	actual cost	actual cost
Other	actual cost	actual cost
Labor	\$15.00 per hour	\$15.00 per hour
Overhead charge (if applicable under state law)	20% of personnel charge	20% of personnel charge
LAND RECORD FILING FEES		
First Page	\$5.00 per page	\$26.00 per page
Additional Pages	\$4.00 per page	\$4.00 per page
Records Management Fees	\$5.00 per document	\$10.00 per document
Courthouse Security Fee	\$1.00 per document	\$1.00 per document
Records Archive Fee	\$5.00 per document	\$10.00 per document
Note: Fees subject to change based on County fee schedule		
OTHER		
Vehicle for Hire Permit	\$25.00 per permit	\$25.00 per permit
Banners		
Permit Fee	\$60.00 per permit	\$60.00 per permit
Administrative Fee	\$25.00 per permit	\$25.00 per permit
Alcoholic Beverage Certificate	50% of TABC	50% of TABC
Exception: Brewery, Brewpub, or similar	on-premise retailer fee	on-premise retailer fee



# FEE SCHEDULE

DEVELOPMENT SERVICES DEPARTMENT		
BUILDING SERVICES		
PROFESSIONAL & OCCUPATIONAL LICENSES		
	Current Rate	Proposed Rate
General Contractor License	\$500.00 initial issue	\$300.00 initial license
General Contractor License: Renewal	\$100.00 annual	\$100.00 annual
General Contractor License: Single Project	\$100.00 per project	\$150.00 per project
Processing Fee: All Permits	\$10.00 per permit	\$10.00 per permit
BUILDING PERMITS: SINGLE & TWO FAMILY RESIDENTIAL		
Building Permit: Minimum Charge	\$25.00 per permit	\$25.00 per permit
New Construction	\$0.36 per sq. foot (all floor area under one roof)	\$0.36 per sq. foot (all floor area under one roof)
Addition	\$0.36 per sq. foot (all floor area under one roof)	\$0.36 per sq. foot (all floor area under one roof)
Alteration or Remodel	\$0.21 per sq. foot (all floor area under one roof)	\$0.21 per sq. foot (all floor area under one roof)
Fire Repair	\$0.21 per sq. foot (all floor area under one roof)	\$0.21 per sq. foot (all floor area under one roof)
Storage or Accessory Building (>200 square feet)	\$0.21 per sq. foot (all floor area under one roof)	\$0.21 per sq. foot (all floor area under one roof)
Building Permit Extension	50% of original permit fee	50% of original permit fee
Plan Review Fee (per review)	50% of building permit fee	50% of building permit fee
Due with permit application		
BUILDING PERMITS: COMMERCIAL BY VALUE		
Permit (value up to \$1,000) plus	\$25.00 per permit	\$25.00 per permit
Value: \$1,000-\$500,000	\$5.00 per \$1,000	\$5.00 per \$1,000
Value: \$500,000 and above Requires City Manager approval Fees determined by actual cost	TBD	TBD
NOTE: Value of construction is the greater of the value quoted by contractor or the calculated value using ICC valuation tables		
Temp Certificate of Occupancy	\$100.00 per certificate	\$100.00 per certificate
Temp Certificate of Occupancy Extension	\$100.00 per certificate	\$100.00 per certificate
Building Permit Extension	50% of original permit fee	50% of original permit fee
Plan Review Fee (per review)	50% of building permit fee	50% of building permit fee
First review due with permit application		
Subsequent review due to substantial submittal or project changes	\$60.00 per hour	50% of building permit fee
SIGN PERMITS: BY VALUE		
Sign Permit: Non-Electric		
Value: up to \$1,000	\$25.00 per permit	\$25.00 per permit
Value: \$1,001 and up	\$5.00 per \$1,000	\$5.00 per \$1,000
Sign Permit: Electric		
Value: up to \$1,000	\$25.00 per permit	\$25.00 per permit
Value: \$1,001 and up	\$5.00 per \$1,000	\$5.00 per \$1,000

<b>DEVELOPMENT SERVICES DEPARTMENT, CONTINUED</b>		
<b>BUILDING SERVICES, CONTINUED</b>		
<b>BUILDING PERMIT: ELECTRIC</b>		
	Current Rate	Proposed Rate
Building Permit: Electric	\$40.00 per permit	\$40.00 per permit
Additional Fees		
Circuits	\$2.00 each	\$2.00 each
Fixtures	\$0.50 each	\$0.50 each
Motors (<1 HP)	\$2.00 each	\$2.00 each
Motors (1-10 HP)	\$2.50 each	\$2.50 each
Motors (11-25 HP)	\$3.00 each	\$3.00 each
Motors (>25 HP)	\$5.00 each	\$5.00 each
Services	\$7.50 each	\$7.50 each
Services (per additional meter)	\$7.50 each	\$7.50 each
Appliances	\$2.00 each	\$2.00 each
Equipment (welder)	\$3.00 each	\$3.00 each
Equipment (transformers)	\$5.00 each	\$5.00 each
Equipment (other)	\$3.00 each	\$3.00 each
Signs	\$5.75 each	\$5.75 each
Neon Signs for Transformer	\$1.00 each	\$1.00 each
Temporary Service	\$50.00 each	\$50.00 each
<b>BUILDING PERMIT: MECHANICAL</b>		
HVAC Permit Application Fee		
Permit	\$30.00 per permit	\$30.00 per permit
Value: Up to \$1,000	\$15.00 per permit	\$15.00 per permit
Value: Over \$1,000	\$3.00 per \$1,000	\$3.00 per \$1,000
Inspection Fees		
Add or replace electrical wiring or panel	\$15.00 per unit	\$15.00 per unit
Replace equipment	\$15.00 per unit	\$15.00 per unit
New equipment	\$15.00 per unit	\$15.00 per unit
Alter existing equipment	\$15.00 per unit	\$15.00 per unit
<b>BUILDING PERMIT: PLUMBING &amp; GAS</b>		
Permit	\$30.00 per permit	\$30.00 per permit
Fixtures	\$2.50 per unit	\$2.50 per unit
Building Drain	\$7.50 per unit	\$7.50 per unit
Water Heater and/or Vent	\$10.00 per unit	\$10.00 per unit
Gas Piping (1-5 outlets)	\$10.00 per unit	\$10.00 per unit
Piping for Water Treatment	\$7.50 per unit	\$7.50 per unit
Sewer Yard Line	\$10.00 per unit	\$10.00 per unit
Gas Yard Line	\$7.50 per unit	\$7.50 per unit
Annual Gas Test	\$7.50 per unit	\$7.50 per unit
Pressure Regulator Valve	\$5.00 per unit	\$5.00 per unit
Back Flow Preventer	\$5.00 per unit	\$5.00 per unit
Grease Trap / Test Well	\$20.00 per unit	\$20.00 per unit



# FEE SCHEDULE

DEVELOPMENT SERVICES DEPARTMENT, CONTINUED		
BUILDING SERVICES, CONTINUED		
BUILDING PERMIT: POOLS (BY VALUE)		
	Current Rate	Proposed Rate
Permit (value up to \$1,000) plus	\$25.00 per permit	\$25.00 per permit
Gas Yard Line	\$7.50 per unit	\$7.50 per unit
Annual Gas Test	\$7.50 per unit	\$7.50 per unit
Pressure Regulator Valve	\$5.00 per unit	\$5.00 per unit
Back Flow Preventer	\$5.00 per unit	\$5.00 per unit
Grease Trap / Test Well	\$20.00 per unit	\$20.00 per unit
Permit (value up to \$1,000) plus	\$25.00 per permit	\$25.00 per permit
\$1,001 and above	\$5.00 per \$1,000	\$5.00 per \$1,000
NOTE: Value of construction is the greater of the value quoted by contractor or the calculated value using the ICC project valuation tables		
BUILDING PERMIT: IRRIGATION SYSTEM (BY VALUE)		
City Water Customer		
Permit (plus)	\$30.00 per permit	\$30.00 per permit
Value per \$1,000	\$3.00 per \$1,000	\$3.00 per \$1,000
Plan Review	50% of permit fee	50% of permit fee
Non-City Water Customer		
Permit	\$45.00 per permit	\$45.00 per permit
2 inspection minimum	\$100.00 per inspection	\$100.00 per inspection
Plan Review	50% of permit fee	50% of permit fee
DEMOLITION AND MOVING PERMITS		
Demolition Permit	\$100.00 per permit	\$100.00 per permit
Moving Permit	\$100.00 per permit	\$100.00 per permit
INSPECTION FEES		
First Reinspection	\$0.00 same permit	\$0.00 same permit
Second Reinspection	\$100.00 same permit	\$100.00 same permit
Subsequent Reinspection	\$150.00 same permit	\$150.00 same permit
Special Inspection Fees		
During business hours: same day	\$50.00 per permit	\$50.00 per permit
After business hours: scheduled	\$50.00 per hr 2 hr min	\$50.00 per hr 2 hr min
After business hours: emergency	\$50.00 per hr 4 hr min	\$50.00 per hr 4 hr min



# FEE SCHEDULE

DEVELOPMENT SERVICES DEPARTMENT, CONTINUED		
BUILDING SERVICES, CONTINUED		
OTHER FEES		
	Current Rate	Proposed Rate
Change of Contractor on Active Project	\$100.00 per permit	\$100.00 per permit
NOTE: Regular permit fees & requirements apply to new contractor for changes to original plans		
Change of Occupancy (existing structure)	\$20.00 per structure	\$50.00 per structure
Certificate of Occupancy (vacant structures) Includes full inspection for structures vacant for more than 1 year or for change of use	\$150.00 per structure	\$150.00 per structure
Issuance of Permit (after start of project) Building, electrical, mechanical, etc...	\$75.00 or double permit whichever is greater	\$75.00 or double permit whichever is greater
Appeal to Building Board of Adjustments Mechanics, Plumbing, Electrical Boards of Adjustments and Appeals	\$150.00 per appeal	\$150.00 per appeal



# FEE SCHEDULE

DEVELOPMENT SERVICES DEPARTMENT, CONTINUED		
CODE COMPLIANCE		
PERMITS/LICENSE		
	Current Rate	Proposed Rate
Group Boarding Homes		
Permit	\$1000.00 per permit	\$1000.00 per permit
Permit renewal	\$350.00 per year	\$350.00 per year
Re-inspection Fee	\$75.00 per inspection	\$75.00 per inspection
Variance Fee for Distance	\$150.00 per variance	\$150.00 per variance
Junkyard Operation License	\$5.00 per site	\$5.00 per site
Peddler and Solicitor Fees		
Base Charge	\$600.00 per year	\$600.00 per year
Each additional person	\$10.00 30 days	\$10.00 30 days
Each additional person	\$100.00 per year	\$100.00 per year
Deposit (refundable)	\$750.00 each	\$750.00 each
Sexually Oriented Business		
Annual License		
Annual Fee per Employee	\$500.00 per business	\$500.00 per business
Traveling Show and Exhibition License	\$100.00 per 30 days	\$100.00 per 30 days
Sidewalk Café Permit	\$50.00 per table	\$50.00 per table
Exemptions		
* Temporary special events		
* Sales/Festivals/Carnivals sponsored by IRS recognized charitable organizations		
* Governmental subdivisions		
* School districts		
* Chamber of Commerce		
* Visitor's Bureau		
* Council approved events		
* Open-air markets		
(required information must be provided showing compliance with laws and zoning regulations)		
* Traveling salespeople or solicitors calling only on commercial businesses		
* Garage Sales		
* Organized sales shows/convention organized by:		
* Fresh produce sales (fruits, nuts, vegetables)		
* Firewood sales		
* A business with a separate location in the City		
(must furnish proof of payment of all ad valorem and personal property taxes)		


**FEE SCHEDULE**

<b>DEVELOPMENT SERVICES DEPARTMENT, CONTINUED</b>		
<b>HEALTH</b>		
<b>PERMITS</b>		
	Current Rate	Proposed Rate
Bars and Lounges: Free Standing		
<1,000 square feet	\$70.00 per sq foot	\$70.00 per sq foot
1,000-1,999 square feet	\$85.00 per sq foot	\$85.00 per sq foot
2,000-2,999 square feet	\$100.00 per sq foot	\$100.00 per sq foot
3,000-3,999 square feet	\$125.00 per sq foot	\$125.00 per sq foot
4,000-4,999 square feet	\$150.00 per sq foot	\$150.00 per sq foot
5,000-10,000 square feet	\$200.00 per sq foot	\$200.00 per sq foot
>10,000 square feet	\$350.00 per sq foot	\$350.00 per sq foot
Catering Establisments		
<1,000 square feet	\$70.00 per sq foot	\$70.00 per sq foot
1,000-1,999 square feet	\$85.00 per sq foot	\$85.00 per sq foot
2,000-2,999 square feet	\$100.00 per sq foot	\$100.00 per sq foot
3,000-3,999 square feet	\$125.00 per sq foot	\$125.00 per sq foot
4,000-4,999 square feet	\$150.00 per sq foot	\$150.00 per sq foot
5,000-10,000 square feet	\$200.00 per sq foot	\$200.00 per sq foot
>10,000 square feet	\$350.00 per sq foot	\$350.00 per sq foot
Catering License	\$70.00 per year	\$70.00 per year
General Service Catering Vehicle	\$75.00 each	\$75.00 each
Health Permits		
<1,000 square feet	\$70.00 per sq foot	\$70.00 per sq foot
1,000-1,999 square feet	\$85.00 per sq foot	\$85.00 per sq foot
2,000-2,999 square feet	\$100.00 per sq foot	\$100.00 per sq foot
3,000-3,999 square feet	\$125.00 per sq foot	\$125.00 per sq foot
4,000-4,999 square feet	\$150.00 per sq foot	\$150.00 per sq foot
5,000-10,000 square feet	\$200.00 per sq foot	\$200.00 per sq foot
>10,000 square feet	\$350.00 per sq foot	\$350.00 per sq foot
Hotel Permit	\$50.00 per year	\$50.00 per year
Mobile Food Establisment Permits	\$225.00 per unit / year	\$225.00 per unit / year
Peddler and Solicitor Fees		
Base Charge	\$600.00 per year	\$600.00 per year
Each additional person	\$10.00 30 days	\$10.00 30 days
Each additional person	\$100.00 per year	\$100.00 per year
Deposit (refundable)	\$750.00 each	\$750.00 each
Seasonal Permits		
Non-Hazardous Foods		
10 month permit	\$50.00 per 10 months	\$50.00 per 10 months
Per event permit	\$10.00 per event	\$10.00 per event
Temporary Food Service Permit		
Single Event	\$45.00 per 14 days	\$45.00 per 14 days
Annual Permit	\$225.00 per year	\$225.00 per year



# FEE SCHEDULE

DEVELOPMENT SERVICES DEPARTMENT, CONTINUED		
HEALTH, CONTINUED		
INSPECTIONS		
	Current Rate	Proposed Rate
After Hours Inspection Emergency (4 hr minimum)	\$50.00 per hour	\$50.00 per hour
Certificate of Occupancy Inspection	\$50.00 per site	\$50.00 per site
Hotel Complaint Inspection		
First complaint	\$100.00 per inspection	\$100.00 per inspection
Subsequent complaints	\$150.00 per inspection	\$150.00 per inspection
Reinspection Fees (same violation)		
First reinspection	no charge	no charge
Second reinspection	\$100.00 each	\$100.00 each
Subsequent reinspections	\$150.00 each	\$150.00 each
Sanitation and Environmental Inspections Foster homes, daycare centers, pools	\$40.00 per site	\$40.00 per site
Semi-Public Pools/Spas	\$75.00 each	\$75.00 each
Single pool facilities		
Additional pool/spa	\$25.00 each	\$25.00 each
OTHER FEES		
Health Permit Late Fee	\$50.00 per permit	\$50.00 per permit
Replacement Permit or Certificate	\$5.00 each	\$5.00 each
PLANNING		
Concept Plans	\$500.00 each	\$500.00 each
Preliminary Plans (plus)	\$300.00 each plus greater of \$20 per lot or \$10 per acre	\$300.00 each plus greater of \$20 per lot or \$10 per acre
Plats	\$150.00 each plus \$10 per lot	\$150.00 each plus \$10 per lot
Minor, vacating, development, amendments, or replats		
Zoning Map Amendment Planned development/special use	\$300.00 per amendment	\$300.00 per amendment
Zoning Variance	\$150.00 each	\$150.00 each
Text Amendment	\$300.00 per amendment	\$300.00 per amendment
Appeals		
To City Council	\$15.00 each	\$15.00 each
To Planning & Zoning Commission	\$15.00 each	\$15.00 each
Administrative Appeal	\$150.00 each	\$150.00 each
Alcoholic Beverage Distance Variance Request	\$150.00 each	\$150.00 each
Note: In cases where legal notice of public hearing is required and applicant defers scheduled action, reapplication is required		



# FEE SCHEDULE

EMERGENCY MEDICAL SERVICES		
NON-EMERGENCY AMBULANCE LICENSE		
	Current Rate	Proposed Rate
Annual License	\$400.00 per year	\$400.00 per year
Annual Ambulance Permit	\$150.00 per year	\$150.00 per year
Re-issue for Lost Permit	\$50.00 per unit	\$50.00 per unit
Inspection Reschedule Fee	\$50.00 per unit	\$50.00 per unit
NON-EMERGENCY TRANSFER AGREEMENT		
Local Transport	\$168.00 per person	100% of Medicaid Allowable
Local Mileage	\$9.00 per loaded mile	100% of Medicaid Allowable
RESPONSE/TRANSPORTATION		
Basic Life Support: Non Emergency	\$430.00 per person	\$453.06 per person
Basic Life Support: Emergency	\$687.00 per person	\$724.90 per person
Advanced Life Support 1: Non Emergency	\$536.00 per person	\$543.68 per person
Advanced Life Support 1: Emergency	\$837.00 per person	\$860.82 per person
Advanced Life Support 2: Emergency	\$1181.00 per person	\$1,245.92 per person
Specialty Care Transport	\$1181.00 per person	\$1,245.92 per person
Aid Only: No Transport	\$195.00 per person	\$195.00 per person
Dedicated Standby	\$100.00 per hour	\$100.00 per hour
Response Fee	\$75.00 per person	\$75.00 per person
Local Transport: No Supplies Used	\$150.00 per person	\$150.00 per person
Mileage	\$22.00 per loaded mile	\$22.86 per loaded mile



# FEE SCHEDULE

<b>ENGINEERING</b>		
<b>CAPACITY ANALYSIS</b>		
	<b>Current Rate</b>	<b>Proposed Rate</b>
Existing Water Capacity Analysis	\$500.00 per analysis	\$500.00 per analysis
Existing Sewer Capacity Analysis	\$500.00 per analysis	\$500.00 per analysis
Additional Capacity Analysis	quoted per analysis	quoted per analysis
<b>OTHER</b>		
Construction Inspection Overtime (4 hr min on weekend)	\$50.00 per hour	\$50.00 per hour
Floodplain Development Permit	\$25.00 each	\$25.00 each



# FEE SCHEDULE

FIRE DEPARTMENT		
PERMITS		
	Current Rate	Proposed Rate
Access-Controlled Egress Doors, Etc...	\$20.00 per device	\$20.00 per device
Amusement Building Permit	\$50.00 per site	\$50.00 per site
Blasting Permit	\$150.00 per site	\$150.00 per site
Bulk Storage and Dispensing of LP Gas	\$100.00 per year	\$100.00 per year
Commercial Bar-B-Que Pit	\$20.00 per site	\$20.00 per site
Cooking Hood Fire Suppression System	\$50.00 per system	\$50.00 per system
Event Permit (carnivals/fairs)	\$75.00 per event	\$100.00 per event
Exhibit or Trade Show	\$50.00 per site	\$50.00 per site
Fire Alarm Installation	\$50.00 per permit	\$100.00 per system / floor
New installation, repair, remodel, or addition		
Fire Protection/Detection Systems	\$50.00 per system	\$100.00 per system
Electronic security gates, delay egress locks, security grills		
Fire Pump Acceptance Test	\$100.00 per test	\$100.00 per test
Fire Pump Equipment Installation/Modification	\$50.00 per system	\$100.00 per system
Fire Sprinkler		
New installation, repair, remodel, or addition		
Above ground	\$50.00 per system / floor	\$100.00 per system / floor
Underground	\$50.00 per system	\$100.00 per system
Standpipe system	\$50.00 per system	\$100.00 per system
Flammable/Combustible Liquids	\$75.00 per incident	\$75.00 per incident
Storage, handling, dispensing		
Hazardous Material Permit	\$50.00 per permit	\$150.00 per permit
High Pile Storage Permit	\$50.00 per site	\$50.00 per site
Hot Work Permit	\$20.00 per site	\$20.00 per site
Industrial Oven Permit	\$20.00 per site	\$20.00 per site
Investigation Fee	applicable permit fee amount	applicable permit fee amount
If permit is issued after construction is started without approved permit		
Liquid Propane Tank Installation	\$75.00 per permit	\$75.00 per permit
Misc. Combustible Storage	\$75.00 per site	\$75.00 per site
Ceremonial Fire Permits (bonfires)	\$250.00 per site	\$250.00 per site
Controlled Burns	\$150.00 per site	\$150.00 per site
Recreational Fire	no charge for permit	no charge for permit
(less than 3ft. Diameter x 2ft height)		
Other Permit	\$20.00 per incident	\$20.00 per incident
Designated by <i>International Fire Code</i>		



# FEE SCHEDULE

FIRE DEPARTMENT, CONTINUED		
	Current Rate	Proposed Rate
Spray Room, Dip Tank or Booth Used for combustible finishes	\$50.00 per space	\$50.00 per space
Storage of Portable LP Gas Containers	\$20.00 per site	\$20.00 per site
Storage or Handling of Compressed Gases In excess of amounts listed in table 105.6.9 of the e2006 <i>International Fire Code</i>	\$50.00 per site	\$50.00 per site
Tent, Canopy, Membrane Structure	\$20.00 per structure	\$20.00 per structure
Underground Fuel Storage Tank Removal	\$75.00 per site	\$100.00 per site or tank
Under/Above Ground Fuel Storage Tank New installation	\$75.00 per tank	\$100.00 per site or tank
Repair/replace existing tank	\$40.00 per tank	\$100.00 per site or tank
Repair/replace existing product line	\$40.00 per site	\$100.00 per site or tank
FIRE ALARM FEES		
False Alarm Fee		
3-5 times in preceding 12 month period	\$50.00 per violation	\$50.00 per violation
6-7 times in preceding 12 month period	\$78.00 per violation	\$78.00 per violation
8+ times in preceding 12 month period	\$100.00 per violation	\$100.00 per violation
INSPECTION/RE-INSPECTION FEES		
State Mandated Occupancy Inspections (Outside City Limits)		
Change of Occupancy	\$20.00 per site	\$20.00 per site
Daycare/Foster/Adoption/Group Home 7 Children or Less	\$50.00 per site	\$50.00 per site
More than 7 Children	\$75.00 per site	\$75.00 per site
Youth Camps and Day Camps	\$150.00 per site	\$150.00 per site
Schools and Instructional Facilities	\$150.00 per site	\$150.00 per site
Hospital, Nursing Home, and Assisted Living Facilities	\$150.00 per site	\$150.00 per site
Fire Inspection Requested/Scheduled outside of business hours		
2 hr. min. - paid in advance Non-holiday	\$60.00 per hour	\$60.00 per hour
City recognized holiday	\$80.00 per hour	\$80.00 per hour
All Other	\$100.00 per site	\$100.00 per site
Re-inspection for Requested/Scheduled Inspections (excludes annual fire inspection)		
First inspection list(s) not completed on first or subsequent requests.		
Not ready for inspection upon arrival	\$50.00 per inspection	\$50.00 per inspection
Contractor fails to keep appointment	\$50.00 per inspection	\$50.00 per inspection
No access to site or building	\$50.00 per inspection	\$50.00 per inspection



# FEE SCHEDULE

FIRE DEPARTMENT, CONTINUED		
PUBLIC SAFETY STAFFING		
	Current Rate	Proposed Rate
Personnel Minimum 2 hours per Fire Department staff	\$40.00 per hour	\$40.00 per hour
Vehicle Minimum 2 hours per vehicle	\$25.00 per hour	\$25.00 per hour
OTHER FEES		
Plan Review Fee Credited to permit cost when approved	amount of permit	\$100.00 + \$.05 per sq/ft per review
Request for Public Information	see City Secretary	see City Secretary
Water Flow Test	\$75.00 per test	\$75.00 per test
Appeal to Building Board of Adjustments and Appeals	\$150.00 per appeal	\$150.00 per appeal



# FEE SCHEDULE

GOLF: SCOTT SCHREINER GOLF COURSE				
GREEN FEES				
Weekend Rates Apply Friday-Sunday (Except for Seniors)				
GUEST RATES				
	Current Walking	Proposed Walking	Current With Cart	Proposed With Cart
<u>Regular</u>				
<u>Weekday</u>				
9 Holes	\$14.00	\$16.00	\$21.00	\$23.50
18 Holes	\$24.00	\$26.00	\$38.00	\$41.00
<u>Weekend/Holiday</u>				
9 Holes	\$20.00	\$22.00	\$27.00	\$29.50
18 Holes	\$30.00	\$33.00	\$44.00	\$48.00
<u>Twilight (after 2pm)</u>				
<u>Weekday</u>				
9 Holes	\$14.00	\$16.00	\$21.00	\$23.50
18 Holes	\$14.00	\$16.00	\$21.00	\$31.00
<u>Weekend/Holiday</u>				
9 Holes	\$18.00	\$21.00	\$25.00	\$28.50
18 Holes	\$18.00	\$21.00	\$25.00	\$36.00
SPECIAL RATES				
<u>Senior (age 65+)</u>				
<u>Weekday (M-F)</u>				
18 Holes	\$14.00	\$15.00	\$28.00	\$30.00
<u>Military</u>				
<u>Weekday</u>				
18 Holes		\$20.00		\$35.00
<u>Weekend/Holiday</u>				
18 Holes		\$26.00		\$41.00
MEMBER RATES				
	Current Walking	Proposed Walking	Current With Cart	Proposed With Cart
<u>Regular</u>				
<u>Weekday</u>				
9 Holes	\$5.00	\$6.00	\$12.00	\$13.50
18 Holes	\$7.00	\$8.00	\$21.00	\$23.00
<u>Weekend/Holiday</u>				
9 Holes	\$6.00	\$7.00	\$13.00	\$14.50
18 Holes	\$8.00	\$9.00	\$22.00	\$24.00
<u>Twilight (after 2pm)</u>				
<u>Weekday</u>				
9 Holes	\$4.00	\$5.00	\$11.00	\$12.50
18 Holes	\$4.00	\$5.00	\$18.00	\$20.00
<u>Weekend/Holiday</u>				
9 Holes	\$5.00	\$6.00	\$12.00	\$13.50
18 Holes	\$5.00	\$6.00	\$19.00	\$21.00



# FEE SCHEDULE

<b>GOLF: SCOTT SCHREINER GOLF COURSE, CONTINUED</b>				
<b>GREEN FEES, CONTINUED</b>				
<b>JUNIOR/STUDENT RATES</b>				
	Current Walking	Proposed Walking	Current With Cart	Proposed With Cart
<u>Grades K-12</u>				
Weekday				
9 Holes	\$4.00	\$5.00	\$11.00	\$12.50
18 Holes	\$8.00	\$9.00	\$22.00	\$24.00
Weekend/Holiday				
9 Holes	\$6.00	\$7.00	\$13.00	\$14.50
18 Holes	\$9.00	\$10.00	\$23.00	\$25.00
<u>College</u>				
18 Holes		\$15.00		\$30.00
Weekend/Holiday				
18 Holes		\$21.00		\$36.00
	18 Holes	\$21.00		\$36.00
<b>MEMBERSHIP FEES</b>				
	Current Rate		Proposed Rate	
Annual Membership	\$550.00 per person		\$575.00 per person	
Second Family Member	\$450.00 per person		\$450.00 per person	
Quarterly Membership	\$200.00 per person		\$220.00 per person	
Second Family Member	\$200.00 per person		\$200.00 per person	
Annual Range Pass	\$300.00 per person		\$300.00 per person	
Quarterly Range Pass	\$100.00 per person		\$100.00 per person	
Family Membership			\$900.00 2 adults + all Jrs.	
<b>UNLIMITED GOLF</b>				
	Walking	With Cart		
18 Holes	\$200/month	\$300/month		
No course fees				
<b>DRIVING RANGE FEES</b>				
Small Bucket	\$4.00 per bucket			
Large Bucket	\$8.00 per bucket			
Range Memberships				
Annual	\$300.00 per year			
Quarterly	\$100.00 per quarter			



# FEE SCHEDULE

<b>GOLF: SCOTT SCHREINER GOLF COURSE, CONTINUED</b>								
<b>CART FEES</b>								
	9 Holes Current	9 Holes Proposed	18 Holes Current	18 Holes Proposed				
Cart Use Fees	\$7.00	\$7.50	\$14.00	\$15.00				
Private Cart Membership								
Annual members only	\$220.00	\$220.00						
Trail Fee Private Cart								
W/Cart Membership & green fees	\$4.00	\$4.00	\$7.00	\$7.00				
Non-member w/ green fees	\$6.00	\$6.00	\$11.00	\$11.00				
Passenger or Private Cart								
without green fees	\$7.00	\$7.00	\$14.00	\$14.00				
Cart Storage								
Annual	\$420.00	\$420.00						
Quarterly	\$140.00	\$140.00						
<b>TOURNAMENT FEES</b>								
Weekday/Weekend Afternoons	\$30.00 per player							
Weekend Mornings	\$40.00 per player							
Note: Contact Pro-Shop in order to schedule tournament play.								
<b>RENTAL AND OTHER FEES</b>								
	9 Holes	18 Holes						
Club Rental	\$15.00	\$25.00						
Pull Cart Rental	\$3.00	\$6.00						
Notes:								
Fees will be prorated, as necessary, to ensure that all fees expire on the same date.								
Advance payments can only be made for one period (quarter or annual).								

**LIBRARY: BUTT HOLDSWORTH MEMORIAL LIBRARY****RENTALS**

	Current Rate	Proposed Rate
Conference Room	\$10.00 per hour	\$10.00 per hour
Meeting Room		
Two Hour Minimum	\$15.00 per hour	\$15.00 per hour
Full Day Use (during operating hours)	\$100.00 per hour	\$100.00 per hour
Gazebo	\$50.00 per day	\$50.00 per day
In-House A/V Equipment (Set up and Use)	\$20.00 per day	\$20.00 per day
Repairs for damages to furniture, equipment, or facilities	actual cost	actual cost

**COPIES / PRINTING**

Photocopier		
Black & White	\$0.10 per page	\$0.10 per page
Color	\$0.25 per page	\$0.25 per page
Computer/Internet		
Black & White	\$0.10 per page	\$0.10 per page
Color	\$0.25 per page	\$0.25 per page

**CIRCULATION CHARGES**

Resident Card		
Non-Resident (Outside Kerr County)		
Materials Checkout Only	\$35.00 per year	\$35.00 per year
Computer Use Only	\$35.00 per year	\$35.00 per year
Temporary Use	\$8.00 per month	\$8.00 per month
Full Use	\$65.00 per year	\$65.00 per year
Library Card Replacement	\$1.00 per card	\$1.00 per card

**OVERDUE FINES**

Books			
Adult Patrons	\$15.00 max	\$0.10 per item, per day	\$0.10 per item, per day
Child Patrons	\$5.00 max	\$0.10 per item, per day	\$0.10 per item, per day
Audiobooks & CDs	\$15.00 max	\$0.10 per item, per day	\$0.10 per item, per day
DVDs and Blu-ray	\$15.00 max	\$1.00 per item, per day	\$1.00 per item, per day
Story Time Kits	\$15.00 max	\$5.00 per item, per day	\$5.00 per item, per day
Other Kits	\$15.00 max	\$1.00 per item, per day	\$1.00 per item, per day

NOTE: Fines of \$5.00 and above will result in suspension of borrowing privileges

**INTERLIBRARY LOAN**

Any Overdue Item	\$15.00 max	\$1.00 per item, per day	\$1.00 per item, per day
Lost / Damaged Item			
Cost assessed by lending library plus		\$5.00 per item	\$5.00 per item
Return Postage		\$3.00 per item	\$3.00 per item



# FEE SCHEDULE

LIBRARY: BUTT HOLDSWORTH MEMORIAL LIBRARY CONTINUED		
REPLACEMENT OF MISCELLANEOUS PARTS		
	Current Rate	Proposed Rate
CD/DVD Case		
Single	\$1.00 per item	\$1.00 per item
Multiple	\$4.00 per item	\$4.00 per item
Book on CD Case (up to 12 CDs)	\$10.00 per item	\$10.00 per item
Book on CD Case (up to 24 CDs)	\$15.00 per item	\$15.00 per item
CD Jewel Case (2 disc)	\$3.00 per item	\$3.00 per item
AV Storage Bags	\$1.00 per item	\$1.00 per item
LOST / DAMAGED ITEM CHARGES		
CDs, Audiobook, Music, MP3		
Actual cost plus	\$5.00 per item	\$5.00 per item
Individual CD in a set		
Audiobook, Music, MP3		
\$10.00 per disc plus)	\$5.00 per item	\$5.00 per item
DVD-Includes Sets (actual cost plus)	\$5.00 per item	\$5.00 per item
Kits (actual cost plus)	\$5.00 per item	\$5.00 per item
Books		
Library (actual cost plus)	\$5.00 per item	\$5.00 per item
History Center-Rare/Out of Print		
Lesser of appraised value plus	\$100.00 per item	\$100.00 per item
Personal Earbuds	\$2.00 per set	\$2.00 per set



# FEE SCHEDULE

PARKS AND RECREATION		
KERRVILLE - SCHREINER PARK		
DAY USE FEES		
	Current Rate	Proposed Rate
Adult (13 and over) \$15 per vehicle max	\$6.00 per person	\$6.00 per person
Veterans with 60% or greater service connected disability or loss of lower extremity	No Charge	No Charge
Child (12 and under)	\$2.00 per person	\$2.00 per person
Senior (over 65)	\$2.00 per person	\$2.00 per person
Commercial Vehicles	\$20.00 per vehicle	\$20.00 per vehicle
School Sponsored Trip (ages 13-18 not overnight)	\$0.50 per person	\$0.50 per person
Annual Day Use Pass		
First Vehicle	\$50.00 per year	\$50.00 per year
Second Vehicle (when registered with first)	\$25.00 per year	\$25.00 per year
CAMPING FEES		
Tent Site with Water	\$20.00 per night	\$20.00 per night
RV SITE FEES		
Mountain View Loop (30 amp w/water & sewer)	\$25.00 per night	\$25.00 per night
October-February	\$450.00 per month	\$500.00 per month
Pecan Loop (Riverside) (30 amp w/water & sewer)	\$28.00 per night	\$30.00 per night
October-February	\$540.00 per month	\$600.00 per month
Deerfield Loop (30 amp w/water & sewer)	\$28.00 per night	\$30.00 per night
October-February	\$570.00 per month	\$600.00 per month
Sycamore Circle (Riverside) (50 amp w/water & sewer)	\$30.00 per night	\$35.00 per night
October-February	\$600.00 per month	\$650.00 per month
Note: Camping fees include entrance for up to 4 people per site.		
Campsites accommodate 8 people. Guests #5-8 must pay daily entrance fee.		
CABIN/HOUSE RENTAL FEES		
Mini Cabin	\$55.00 per night	\$60.00 per night
Deposit	\$25.00 per stay	\$25.00 per stay
Park Cabin	\$115.00 per night	\$120.00 per night
Deposit	\$50.00 per stay	\$50.00 per stay
Ranch House	\$190.00 per night	\$200.00 per night
Deposit	\$150.00 per stay	\$150.00 per stay
Bunk House	\$50.00 per night	\$55.00 per night
Deposit	\$50.00 per stay	\$50.00 per stay
Note: State and local hotel/motel tax will be added in addition to rental fee.		



## PARKS AND RECREATION, CONTINUED

### FACILITY RENTAL FEES

#### HALLS, PARKS, & PAVILIONS

	Current Rate	Proposed Rate
KSP Group Dining Hall	\$145.00 per day	\$145.00 per day
Deposit	\$50.00 per use	\$50.00 per use
KSP Group Recreation Hall	\$300.00 per day	\$350.00 per day
Deposit	\$100.00 per use	\$100.00 per use
KSP Amphitheater	\$100.00 per day	\$100.00 per day
Deposit	\$50.00 per use	\$50.00 per use
KSP Pollinator Garden	\$50.00 per event	\$50.00 per event
Boardwalk Pavilion	\$100.00 per hour	\$100.00 per hour
Deposit	\$200.00 per use	\$200.00 per use
Louise Hays Park Large Pavilion & Plaza Area	\$200.00 per day	\$200.00 per day
Deposit	\$100.00 per use	\$100.00 per use
Table Rental	\$5.00 each	\$5.00 each
Chair Rental	\$2.00 each	\$2.00 each
Deposit: tables/chairs	\$25.00 per use	\$100.00 per use
Louise Hays Park Family Pavilion	\$100.00 per day	\$100.00 per day
Deposit	\$100.00 per use	\$100.00 per use
Louise Hays Park Fountain and Plaza	\$500.00 per 1/2 day	\$500.00 per 1/2 day
Deposit	\$300.00 per use	\$300.00 per use
Tranquility Island	\$200.00 per day	\$200.00 per day
Deposit	\$200.00 per use	\$200.00 per use
Carver Park Pavilion and BBQ Area	\$100.00 per day	\$100.00 per day
Deposit	\$100.00 per use	\$100.00 per use
Small Park Pavilions (various locations)	\$40.00 per day	\$40.00 per day
Deposit	\$25.00 per use	\$25.00 per use
River Trail Trailheads	\$200.00 per trailhead / per day	\$200.00 per trailhead / per day
Deposit	total rental amount	total rental amount
Centennial Stage (with field)		
With electricity	\$200.00 per day	\$200.00 per day
Without electricity	\$100.00 per day	\$100.00 per day
Deposit	\$200.00 per use	\$200.00 per use
Downtown Restroom After Hours Use	\$150.00 per day	\$150.00 per day
Deposit	\$100.00 per day	\$100.00 per day
Between 5:30pm-9:30am		



<b>PARKS AND RECREATION, CONTINUED</b>		
<b>ATHLETIC FIELDS/COURTS/AQUATICS RENTAL FEES</b>		
<b>OTHER FEES</b>		
	Current Rate	Proposed Rate
Cancellation Fee	\$20.00 per reservation	\$20.00 per reservation
Applies to each site or facility		
KSP RV/Trailer Dump Fee	\$25.00 per vehicle	\$25.00 per vehicle
If not camping in park - no entrance fee		
KSP Excess Vehicle Parking		
All vehicles over 2 per site	\$5.00 per vehicle	\$5.00 per vehicle
KSP Extra Person Occupancy Fee	\$6.00 per person	\$6.00 per person
Athletic Field/Court Rental		
With lights	\$20.00 per hour	\$30.00 per hour
Without lights	\$15.00 per hour	\$20.00 per hour
Singing Wind Softball Fields		
With lights	\$170.00 per day	\$170.00 per day
Without lights	\$150.00 per day	\$150.00 per day
Deposits		
Tournament	\$150.00 per tournament	\$150.00 per tournament
Scoreboard equipment	\$100.00 per event	\$100.00 per event
Tennis Court	\$4.00 per person /	\$4.00 per person /
Non-member	per day	per day
Tennis Tournament Fees	negotiated per contract	negotiated per contract
Exemptions: KISD tournaments/practices / Schreiner University Tournaments		
Tennis Memberships		
Junior (under 21 years old)	\$100.00 per person	\$100.00 per person
Adult (over 21 years old)	\$160.00 per person	\$160.00 per person
Family	\$225.00 per year	\$225.00 per year
KISD Joint Use	per agreement	per agreement
Kerrville Sports Complex		
Soccer Fields		
Practice		
With lights	\$40.00 per field	
Without lights	\$30.00 per field	
Game (2 hour minimum)		
With lights	\$60.00 per field	
Without lights	\$50.00 per field	



<b>PARKS AND RECREATION, CONTINUED</b>		
<b>ATHLETIC FIELDS/COURTS/AQUATICS RENTAL FEES</b>		
<b>OTHER FEES</b>		
	Current Rate	Proposed Rate
Soccer Tournament Fee		per agreement
Residents	\$250.00 per day	\$250.00 per day
Non-residents	\$400.00 per day	\$400.00 per day
Baseball/Softball Fields		<a href="https://dbatkerrville.com/">https://dbatkerrville.com/</a>
Contact: D-BAT		830-955-8232
Olympic Pool Rental	\$200.00 per 2 hours	\$200.00 per 2 hours
Deposit	\$100.00 per use	\$100.00 per use
Olympic Pool Pavilion Rental		
Deposit	\$25.00 per use	\$25.00 per use
2 hour rental	\$20.00 per 2 hours	\$35.00 per 2 hours
Full day rental		\$95.00 per day
Olympic Pool Picnic Area	\$15.00 per day	
<b>AQUATICS PROGRAMS</b>		
Swim Lessons		
Group	\$45.00 per person	\$45.00 per person
Private	\$100.00 per person	\$100.00 per person
Semi-Private	\$150.00 per 2 people	\$150.00 per 2 people
Junior Lifeguard Camp	\$60.00 per person	\$60.00 per person
Mermaid Class		\$60.00 per person
<b>EVENT FEES</b>		
Special Event Permit	\$40.00 per event	\$40.00 per event
Holiday Parade	\$20.00 per entry	\$20.00 per entry


**FEE SCHEDULE**

<b>PUBLIC WORKS LABORATORY SERVICES/TESTS</b>		
	Current Rate	Proposed Rate
Alkalinity	\$20.00 per test	\$20.00 per test
Ammonia Nitrogen	\$30.00 per test	\$30.00 per test
Biochemical Oxygen Demand (BOD)	\$33.00 per test	\$33.00 per test
Carbonaceous BOD (CBOD)	\$40.00 per test	\$40.00 per test
Chemical Oxygen Demand (COD)	\$20.00 per test	\$20.00 per test
Chloride	\$10.00 per test	\$10.00 per test
Conductivity	\$5.00 per test	\$5.00 per test
Iron	\$15.00 per test	\$15.00 per test
Hardness, Total	\$15.00 per test	\$15.00 per test
Nitrate	\$18.00 per test	\$18.00 per test
Nitrite	\$18.00 per test	\$18.00 per test
Oil and Grease	\$45.00 per test	\$45.00 per test
Phosphorus, Total	\$20.00 per test	\$20.00 per test
Solids, Total Dissolved (TDS)	\$35.00 per test	\$35.00 per test
Solids, Total Suspended (TSS)	\$15.00 per test	\$15.00 per test
Solids, Volatile Suspended (VSS)	\$15.00 per test	\$15.00 per test
Sulfate	\$15.00 per test	\$15.00 per test
Total Organic Carbon	\$50.00 per test	\$50.00 per test
<b>BACTERIOLOGICAL TESTS</b>		
Total Coliform/E. Coli Presence/absence (P/A)	\$20.00 per test	\$20.00 per test
Total Coliform/E. coli Enumeration Quanti-tray	\$22.00 per test	\$22.00 per test
<b>SAMPLE COLLECTION FEE</b>		
Water Sample Collection Inside City Limits Only	\$25.00 per test	\$25.00 per test
<b>STANDARD ANALYSIS PACKAGE: DRINKING WATER</b>		
Includes: Alkalinity, Chlorine, Conductivity, Total Hardness Iron, Nitrate, Sulfate, Total Dissolved Solids Total Coliform/E.coli	\$100.00 per test	\$100.00 per test

# FEE SCHEDULE

PUBLIC WORKS, CONTINUED		
SOLID WASTE		
MUNICIPAL SOLID WASTE		
	Current Rate	Proposed Rate
Compacted (plus surcharge)	\$58.50 per ton	\$60.84 per ton
Compacted minimal	\$58.50 less than 1 ton	\$60.84 less than 1 ton
Loose (plus surcharge)	\$58.50 per ton	\$60.84 per ton
Loose Minimal (plus surcharge)	\$21.17 less than 360lb	\$22.02 less than 360lb
Surcharge	\$13.00 per ton	\$13.00 per ton
OTHER SOLID WASTE DISPOSAL FEES		
Special Waste--Liquids (plus surcharge)	\$0.27 per gallon	\$0.28 per gallon
Small Animal (plus surcharge)	\$9.21 each	\$9.58 each
Large Animal (plus surcharge)	\$35.43 each	\$36.85 each
Weight/Scale	\$1.27 each	\$1.32 each
Ticket Copy	\$2.53 each	\$2.63 each
Loads Not Covered With Tarp	\$12.00 per occurrence	\$15.00 per occurrence
Surcharge	\$13.00 per ton	\$13.00 per ton
RESIDENTIAL GARBAGE COLLECTION		
Residential Garbage Collection: Curbside Fee Breakdown		
Garbage Collection	\$8.27 per month	\$8.60 per month
Disposal Pass Through Fee	\$4.96 per month	\$5.16 per month
Composting	\$2.25 per month	\$2.34 per month
Recycling	\$3.69 per month	\$3.84 per month
Total Garbage Collection: Curbside Service	\$19.17 per month	\$19.94 per month
MOBILE HOME GARBAGE COLLECTION		
Mobile Home Garbage Collection: Curbside Fee Breakdown		
Garbage Collection	\$6.75 per month	\$7.02 per month
Disposal Pass Through Fee	\$4.96 per month	\$5.16 per month
Composting	\$2.25 per month	\$2.34 per month
Recycling	\$3.69 per month	\$3.84 per month
Total Garbage Collection: Curbside Service	\$17.65 per month	\$18.36 per month
ADDITIONAL GARBAGE COLLECTION FEES		
Toter Exchange	\$25.00 per tote	\$25.00 per tote
Replacement Toter	\$50.00 per tote	\$50.00 per tote
Lost/damaged by customer		
Extra Toter	\$5.20 per month	\$5.41 per month
Out of Cycle Brush or Bulk Waste Pick Up		
First 2 cubic yards	\$50.00 per 2 cu.yards	\$50.00 per 2 cu.yards
Additional pickup	\$25.00 per cu. yard	\$25.00 per cu. yard
Animal Pickup	\$50.00 per animal	\$50.00 per animal
Greater than 10lb.		
Recycling Drop Off Fee (at landfill)		
Customers With City Garbage Service	\$0.00 per load	
Without City Garbage Service	\$2.00 per load	
OTHER FEES (BILLED WITH GARBAGE SERVICE)		
Environmental Fee	\$0.40 per month	\$0.40 per month
Note: Rates are set by Republic Services based on Consumer Price Index, per their contract.		


**FEE SCHEDULE**

<b>PUBLIC WORKS, CONTINUED</b>		
<b>STREETS</b>		
	<b>Current Rate</b>	<b>Proposed Rate</b>
Traffic Control Fee	\$27.00 per hr/per person	\$29.00 per hr/person
Street Signs	\$250.00 per sign	\$250.00 per sign
<b>WATER DISTRIBUTION</b>		
<b>WATER TAPS (INCLUDES METER &amp; SET FEE)</b>		
3/4" Tap	\$1,800.00 per tap	\$1,890.00 per tap
1" Tap	\$2,000.00 per tap	\$2,100.00 per tap
1.5" Tap	\$3,650.00 per tap	\$3,830.00 per tap
1" Water Service Split	\$700.00 per split	\$735.00 per split
2" Water Service (Commercial & Residential)	\$4,600.00 per tap	\$4,830.00 per tap
2" Irrigation Water Service	\$3,500.00 per tap	\$3,675.00 per tap
2" and above	quoted by job	quoted by job
Tap in TXDOT Right of Way	quoted by job	quoted by job
<b>WATER METER SET/INSTALL IF WATER TAP EXISTS</b>		
5/8" Meter	\$300.00 per meter	\$315.00 per meter
3/4" Meter	\$300.00 per meter	\$315.00 per meter
1" Meter	\$450.00 per meter	\$475.00 per meter
1.5" Meter	\$650.00 per meter	\$685.00 per meter
2" Meter and Above	quoted by job	quoted by job
<b>SEWER TAPS (INCLUDES METER &amp; SET FEE)</b>		
4" Tap - Off City Main	\$1,600.00 per tap	\$1,680.00 per tap
4" Tap - Internal Manhole Drop	\$1,300.00 per tap	\$1,365.00 per tap
6" Tap - Out of Manhole	\$1,700.00 per tap	\$1,785.00 per tap
6" Tap - With Manhole	\$4,000.00 per tap	\$4,200.00 per tap
Additional charge for manholes over 8' deep	\$200.00 per foot	\$200.00 per foot
Tap in TXDOT Right of Way	quoted by job	quoted by job
<b>REQUESTED SERVICES</b>		
Labor		
Business Hours	\$27.50 per hr / per person	\$29.00 per hr / per person
After Business Hours	\$41.25 per hr / per person	\$42.50 per hr / per person
After Business Hours	\$41.25 per hr / per person	\$42.50 per hr / per person


**FEE SCHEDULE**

<b>PUBLIC WORKS, CONTINUED</b>		
<b>WATER DISTRIBUTION, CONTINUED</b>		
<b>EQUIPMENT FEES</b>		
	Current Rate	Proposed Rate
Backhoe/Loader	\$45.00 per hour	\$45.00 per hour
Dump Truck	\$30.00 per hour	\$30.00 per hour
Crane Truck	\$40.00 per hour	\$40.00 per hour
Vac-con Hydro-Jet Cleaner/Vacuum Truck	\$95.00 per hour	\$95.00 per hour
Air Compressor	\$12.50 per hour	\$12.50 per hour
Televising Wastewater Mains Crew & Equipment	\$150.00 per hour	\$155.00 per hour
Service Truck with tools	\$25.00 per hour	\$25.00 per hour
Backflow Prevention Test		
Reduced pressure zone device	\$100.00 per test	\$100.00 per test
Double check device	\$70.00 per test	\$70.00 per test
Scale Fee	\$1.00 each	\$1.00 each
Inspection Fee		
Privately installed taps	\$50.00 each	\$50.00 each
<b>WATER RECLAMATION</b>		
<b>SEPTAGE</b>		
Septage/Chemical Toilet Waste		
Received at Plant		
Inside Kerr County Customers	\$0.08 per gallon	\$0.09 per gallon
Outside Kerr County Customers	\$0.16 per gallon	\$0.18 per gallon
Septage/Chemical Toilet Waste	\$200.00 per incident	\$200.00 per incident
Spill Surcharge		
Manifest Books	\$5.00 per book	\$8.00 per book



# FEE SCHEDULE

UTILITY BILLING		
NEW ACCOUNT FEES		
	Current Rate	Proposed Rate
Without E-Bill or Auto-Pay	\$30.00 per account	\$40.00 per account
With E-Bill	\$20.00 per account	\$25.00 per account
With E-Bill & Auto-Pay	\$15.00 per account	\$20.00 per account
UTILITY CUSTOMER DEPOSIT POLICY		
Residential		
With Utility Letter of Credit	\$0.00 per account	
No late payments for 12 consecutive months		
Without Utility Letter of Credit	\$75.00 per account	
With Acceptable Score Via Utility System		\$0.00 per account
Soft Credit Check		
With Unacceptable Score		\$100.00 per account
Commercial		
With Utility Letter of Credit	\$0.00 per account	
No late payments for 12 consecutive months		
Without Utility Letter of Credit (greater of)	\$75.00 per account	
or 2X Avg Usage at Address		
With Acceptable Score Via Utility System		\$0.00 per account
Soft Credit Check		
With Unacceptable Score (greater of)		\$100.00 per account
		or 2X Avg Usage at Address
Note: deposit is refundable as an account credit after 12 consecutive months with no late payments		
SERVICE CHARGES		
Lock or pull meter	\$25.00 per account	\$30.00 per account
Turn on (after cutoff) after business hours	\$50.00 per account	\$50.00 per account
Accounts not paid in full by 5pm on final due date	\$25.00 per account	\$30.00 per account
Additional trips to meter locations	\$25.00 per account	\$30.00 per account
Tampering with meter		\$50.00 per account
Late Payment Fees		
Accounts not paid by due date	10% of balance	10% of balance
Lien Filing Fee	actual cost	actual cost + \$10.00 svc fee
Returned Item Handling Fees	\$25.00 per item	\$30.00 per item
Checks		
Bank Drafts		
Declined Credit or Debit Card Drafts		
Note: Damage to meters caused by tampering will be charged to customer at actual cost plus labor. Tampering with a meter constitutes criminal mischief.		

<b>UTILITY BILLING, CONTINUED</b>		
<b>WATER RATES</b>		
<b>RESIDENTIAL RATES INSIDE CITY LIMITS</b>		
	Current Rate	Proposed Rate
Monthly Account Fee (plus)	\$12.00 per account	\$15.18 per account
0-1,000 gallons	\$3.18 per 1,000 gal.	\$0.00 per 1,000 gal.
1,001-6,000 gallons	\$3.18 per 1,000 gal.	\$3.41 per 1,000 gal.
6,001-15,000 gallons	\$3.60 per 1,000 gal.	\$4.42 per 1,000 gal.
15,001-25,000 gallons	\$4.56 per 1,000 gal.	\$5.53 per 1,000 gal.
25,001-50,000 gallons	\$5.79 per 1,000 gal.	\$6.91 per 1,000 gal.
50,000 gallons and up	\$7.40 per 1,000 gal.	\$8.63 per 1,000 gal.
<b>COMMERCIAL RATES INSIDE CITY LIMITS</b>		
Monthly Account Fee (plus)	\$12.00 per account	\$13.00 per account
0-25,000 gallons	\$3.57 per 1,000 gal.	\$3.71 per 1,000 gal.
25,001-50,000 gallons	\$4.04 per 1,000 gal.	\$4.44 per 1,000 gal.
50,001 gallons and up	\$4.59 per 1,000 gal.	\$5.32 per 1,000 gal.
<b>IRRIGATION RATES INSIDE CITY LIMITS</b>		
Monthly Account Fee (plus)	\$12.00 per account	\$13.00 per account
0-15,000 gallons	\$4.56 per 1,000 gal.	\$4.74 per 1,000 gal.
15,001-25,000 gallons	\$5.60 per 1,000 gal.	\$6.16 per 1,000 gal.
25,001 gallons and up	\$7.14 per 1,000 gal.	\$8.28 per 1,000 gal.
<b>FIRE HYDRANTS RATES INSIDE CITY LIMITS</b>		
Monthly Account Fee (plus)	\$62.40 per account	\$67.00 per account
Refundable Deposit	\$2,750.00 per account	\$2,750.00 per account
Meter Set-up/Move	\$200.00 per account	\$212.00 per account
0-15,000 gallons	\$4.56 per 1,000 gal.	\$4.74 per 1,000 gal.
15,001-25,000 gallons	\$5.60 per 1,000 gal.	\$6.16 per 1,000 gal.
25,001 gallons and up	\$7.14 per 1,000 gal.	\$8.28 per 1,000 gal.
<b>RESIDENTIAL RATES OUTSIDE CITY LIMITS</b>		
Monthly Account Fee (plus)	\$18.00 per account	\$22.77 per account
0-1,000 gallons	\$4.77 per 1,000 gal.	\$0.00 per 1,000 gal.
1,001-6,000 gallons	\$4.77 per 1,000 gal.	\$5.12 per 1,000 gal.
6,001-15,000 gallons	\$5.40 per 1,000 gal.	\$6.63 per 1,000 gal.
15,001-25,000 gallons	\$6.83 per 1,000 gal.	\$8.30 per 1,000 gal.
25,001-50,000 gallons	\$8.69 per 1,000 gal.	\$10.37 per 1,000 gal.
50,000 gallons and up	\$11.11 per 1,000 gal.	\$12.95 per 1,000 gal.
<b>COMMERCIAL RATES OUTSIDE CITY LIMITS</b>		
Monthly Account Fee (plus)	\$18.00 per account	\$19.50 per account
0-25,000 gallons	\$5.36 per 1,000 gal.	\$5.57 per 1,000 gal.
25,001-50,000 gallons	\$6.05 per 1,000 gal.	\$6.66 per 1,000 gal.
50,001 gallons and up	\$6.88 per 1,000 gal.	\$7.98 per 1,000 gal.



# FEE SCHEDULE

UTILITY BILLING, CONTINUED		
WATER RATES, CONTINUED		
IRRIGATION RATES OUTSIDE CITY LIMITS		
	Current Rate	Proposed Rate
0-15,000 gallons	\$6.83 per 1,000 gal.	\$7.11 per 1,000 gal.
15,001-25,000 gallons	\$8.39 per 1,000 gal.	\$9.24 per 1,000 gal.
25,001 gallons and up	\$10.72 per 1,000 gal.	\$12.42 per 1,000 gal.
FIRE HYDRANT RATES OUTSIDE CITY LIMITS		
Monthly Account Fee (plus)	\$93.60 per account	\$100.50 per account
Refundable Deposit	\$2,750.00 per account	\$2,750.00 per account
Meter Set-up/Move	\$200.00 per account	\$212.00 per account
0-15,000 gallons	\$6.83 per 1,000 gal.	\$7.11 per 1,000 gal.
15,001-25,000 gallons	\$8.39 per 1,000 gal.	\$9.24 per 1,000 gal.
25,001 gallons and up	\$10.72 per 1,000 gal.	\$12.42 per 1,000 gal.
EFFLUENT/REUSE WATER PUMPED		
Monthly Account Fee (plus)	\$12.00 per account	\$13.00 per account
Commercial	\$0.65 per 1,000 gal.	\$0.65 per 1,000 gal.
Commercial Contract	per contract	per contract
Municipal	\$0.38 per 1,000 gal.	\$0.42 per 1,000 gal.
WATER BY LOAD--CUSTOMER PICK UP		
Reuse/Effluent Water		
0-3,000 gallons	\$10.00 per load	\$10.00 per load
3,001-8,000 gallons	\$17.50 per load	\$17.50 per load
Potable Water		
0-3,000 gallons	\$15.00 per load	\$15.00 per load
3,001-8,000 gallons	\$22.00 per load	\$22.00 per load



# FEE SCHEDULE

UTILITY BILLING, CONTINUED		
SEWER RATES		
RESIDENTIAL RATES OUTSIDE CITY LIMITS		
	Current Rate	Proposed Rate
Monthly Account Fee (plus)	\$9.00 per account	\$14.27 per account
Account with no consumption history	\$21.08 4,000 gal. min	\$16.65 4,000 gal. min
Per winter average (Dec-Feb consumption)	\$5.27 per 1,000 gal.	\$0.00 first 1,000 gal.
		per 1,000 for gal.
		\$5.55 > 1,001
COMMERCIAL RATES INSIDE CITY LIMITS		
Monthly Account Fee (plus)	\$9.00 per account	\$14.61 per account
Per 1,000 of water usage	\$5.61 per 1,000 gal.	\$0.00 first 1,000 gal.
		per 1,000 for gal.
		\$5.91 > 1,001
RESIDENTIAL RATES OUTSIDE CITY LIMITS		
Monthly Account Fee (plus)	\$13.50 per account	\$21.41 per account
Account with no consumption history	\$31.68 4,000 gal. min	\$24.98 4,000 gal. min
Per winter average (Dec-Feb consumption)	\$7.92 per 1,000 gal.	\$0.00 first 1,000 gal.
		per 1,000 for gal.
		\$8.33 > 1,001
COMMERCIAL RATES OUTSIDE CITY LIMITS		
Monthly Account Fee (plus)	\$13.50 per account	\$21.92 per account
Per 1,000 of water usage	\$8.42 per 1,000 gal.	\$0.00 first 1,000 gal.
		per 1,000 for gal.
		\$8.87 > 1,001
WHOLESALE RATES		
Monthly Account Fee (plus)	\$13.50 per account	\$13.50 per account
Per 1,000 of water usage	\$5.20 per 1,000 gal.	\$6.26 per 1,000 gal.
Excess capacity rate	\$1,000.00 per day	\$1,000.00 per day



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

**SUBJECT:** Resolution No. 40-2019. A Resolution nominating a candidate(s) to Kerr Central Appraisal District Board of Directors. (This item is eligible for Executive Session, Section 551.074: Personnel Matters.)

**AGENDA DATE OF:** September 24, 2019      **DATE SUBMITTED:** Sep 16, 2019

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** 20190924\_Resolution\_40-2019 Nominating Candidate(s) to Kerr Central Appraisal

## District.pdf

20190924\_Requirements\_KCAD Board Eligibility requirements.pdf

**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 Kerr Central Appraisal District (KCAD) has requested nominations from the City of Kerrville for the Board of Directors for the 2020-2021 term. The deadline for taxing entities to submit nominees is October 15, 2019; KCAD will then prepare a ballot for entities to cast their vote. Council will then receive a ballot to cast their allocated votes by resolution, which will be due before December 15, 2019.

## Requirements:

Must live in the appraisal district more than two years.

Must not have a significant conflict of interest.

Must not be delinquent in payment of property taxes for more than 60 days.

Cannot be related to an appraiser or a taxpayer representative.

Must not have substantial interest in a business that is party to a contract with KCAD, or contracts with any taxing entity that participated in KCAD.

Current Board Members are: Carter Crain, Chair; Judy Eychner, Vice-Chair; Marty Lenard, Secretary; Patrick Freedle, Member; and Eric Lantz, Member. All five members are coming up for renewal and all five members are seeking reappointment. The members have confirmed that they meet minimum eligibility requirements.

The City of Kerrville can nominate up to five candidates.

Councilmember Eychner is liaison for this Committee.

This item is eligible for discussion in executive session.

**RECOMMENDED ACTION:**

Approve Resolution No. 40-2019 nominating person(s) to the KCAD Board of Directors.

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 40-2019**

**A RESOLUTION NOMINATING A CANDIDATE(S) TO  
KERR CENTRAL APPRAISAL DISTRICT BOARD OF  
DIRECTORS**

**WHEREAS**, the City of Kerrville, Texas, as a member of the Kerr Central Appraisal District, has the right to submit nominations for the District's Board of Directors; and

**WHEREAS**, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to submit a name(s) for nomination;

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

In accordance with Section 6.03 of the Texas Tax Code, City Council hereby submits the following name(s) for consideration for election to the Kerr Central Appraisal District Board of Directors for the term beginning January 1, 2020:

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**PASSED AND APPROVED ON this the \_\_\_\_\_ day of \_\_\_\_\_, A.D.,  
2019.**

\_\_\_\_\_  
Bill Blackburn, Mayor

ATTEST:

\_\_\_\_\_  
Shelley McElhannon, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael C. Hayes, City Attorney

# Board of Directors

## Eligibility

To be eligible to serve on a board of directors, an individual must be a resident of the CAD and must have resided in the CAD for at least two years immediately preceding the date of taking office. This residency requirement does not apply to a county TAC serving as a nonvoting director.

An employee of a taxing unit that participates in the CAD is not eligible to serve on the board of directors, unless that individual also is a member of the governing body of the taxing unit or an elected official of a taxing unit. Membership on the governing body of a taxing unit does not make an otherwise eligible individual ineligible to serve on the board of directors.

Owing delinquent property taxes disqualifies a person from serving on the CAD board of directors. The person is ineligible if he or she owns property on which delinquent property taxes have been owed for more than 60 days after the date the person knew or should have known of the delinquency. This disqualification does not apply if the person is paying the delinquent taxes and any penalties and interest under an installment payment agreement or has deferred or abated a suit to collect the delinquent taxes.

A person who has appraised property for compensation for use in proceedings or represented property owners for compensation in proceedings in the CAD at any time within the preceding five years is ineligible to serve on the board of directors.

A person is ineligible to serve on the board of directors if the individual is related within the second degree of consanguinity (blood) or affinity (marriage) to the following:

- an appraiser who appraises property for use in a proceeding under the Tax Code; or
- a person who represents property owners for compensation in proceedings under the Tax Code in the CAD.

A director who continues to hold office knowing he or she is related in this manner to the above-named persons commits a Class B misdemeanor offense.

An individual is not eligible to be appointed to or to serve on the board of directors if an individual has a substantial interest in a business entity that is party to a contract or the individual is a party to a contract with the CAD. This prohibition also applies to contracts with a taxing unit that participates in the CAD if the contract relates to the performance of an activity governed by the Tax Code. A CAD may not enter into a contract with a board member or with a business entity in which a board member has a substantial interest. A taxing unit may not enter into a contract relating to the performance of an activity governed by the Tax Code with a board member in which the taxing unit participates or with a business entity in which a board member has a substantial interest.

An individual has substantial interest in a business entity if:

- the combined ownership of the director and the director's spouse is at least 10 percent of the voting stock or shares of the business entity; or
- the director or director's spouse is a partner, limited partner or officer of the business entity.



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

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**SUBJECT:** Financial update for the month ended August 31, 2019.

**AGENDA DATE OF:** September 24, 2019      **DATE SUBMITTED:** Sep 17, 2019

**SUBMITTED BY:** Amy Dozier

**EXHIBITS:** [20190924\\_Report\\_August 2019 financial summary.pdf](#)  
[20190924\\_Report\\_August 2019 financial presentation.pdf](#)

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

**PAYMENT TO BE MADE TO:** N/A

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

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**SUMMARY STATEMENT:**

**GENERAL FUND:**

Year to date through August 31, 2019, the General Fund has received revenue of \$25.8 million compared to expense of \$24.0 million. Items to note for August include:

1. Strong sales tax performance continues. Year to date, sales tax is up 4.6% over 2018 and is 2.4% better than budget, led by increases in retail, food service, manufacturing and construction. We anticipate ending the year approximately \$180 thousand better than budget.
2. General Fund expenditures are lower than budget primarily due to street maintenance expense that is occurring later in the year than expected. Contractor delays on both the Hill Country Drive and Slurry Seal projects mean that projects originally scheduled and budgeted in FY2019 will not be complete until October. Accordingly, Finance will bring you a year end budget amendment in October to transfer remaining FY2019 street maintenance funds to the project fund so the final project expenses can be paid in FY2020 using funds originally budgeted in FY2019.

#### **WATER FUND:**

Year to date through August 31, 2019, the Water Fund received revenues of \$10.3 million compared to expenditures of \$11.0 million. Notable activity includes:

1. Water and reuse sales are lower than budget and FY2018 due to record rainfall amounts in October 2018 followed by continuing higher than average rainfall. August water sales increased 27% compared to July, but still lag behind August 2018. We are continuing to see high consumption in September, but expect to end the year approximately \$800 thousand worse than budget. Depending on where we end the year, we may not transfer the FY2018 Water Fund surplus to the asset replacement fund as previously planned.
2. Sewer sales are lower than budget. Residential sewer averaging for the next 12 months was set in April. Average residential consumption gallons were 4% lower during the averaging period in FY2019 compared to FY2018. This seems to be related to decreased residential irrigation during the sewer averaging period due to rain. We are currently projecting a \$225 thousand sewer revenue shortfall for the year due to decreased sewer averaging combined with lower commercial sewer revenue related to reduced consumption.
3. Water Fund Other Revenue is better than budget primarily due to higher than budget interest revenue, combined with strong water tap and new meter fees.
4. Water expenditures are better than budget due to lower than anticipated chemical and maintenance costs. In addition, staffing vacancies in Water Distribution have created salary savings.

#### **DEVELOPMENT SERVICES FUND:**

Year to date through August 31, 2019, the Development Services Fund received revenues of \$1.1 million compared to expenditures of \$1.1 million. Revenue includes transfers in from the General Fund and Water Fund of \$650 thousand and permit and fee revenue of \$492 thousand. FY2019 expenditures include a transfer of \$379 thousand to a project fund for the code rewrite and Development Services software projects. The Development Services Fund was broken out of the General Fund in FY2019. For presentation and comparison purposes, FY2018 financial information is shown in the Development Services Fund rather than the General Fund.

#### **GOLF FUND:**

Year to date through August 31, 2019, the Golf Fund received revenues of \$840 thousand compared to expenditures of \$840 thousand.

**HOTEL OCCUPANCY FUND:**

Year to date through August 31, 2019, the Hotel Occupancy Fund received revenues of \$1.3 million compared to expenditures of \$1.3 million. Occupancy tax revenue is better than budget due to a prior period audit payment from Yogi Bear (\$25 thousand) and growing revenues at multiple properties.

**RECOMMENDED ACTION:**

Information only; no action required.

**City of Kerrville**  
**Financial Summary**  
**For the Month Ended August 31, 2019**

<b>Fund</b>	Total	Year to Date	Year to Date	Better /	Year to Date	Change	<b>Variance</b>
	FY2019	FY2019	FY2019	(Worse)	FY2018	from	
	Budget	Budget	Actual	than Budget	Actual	FY2018	Explanation
<b>General Fund</b>							
Revenues							
Property Tax	\$ 9,553,070	\$ 9,531,468	\$ 9,518,341	\$ (13,127)	\$ 9,425,345	\$ 92,996	
Sales Tax	7,049,268	6,460,172	6,614,101	153,929	6,322,580	291,521	note A
Other Revenue	10,762,526	9,518,039	9,703,519	185,480	8,930,469	773,050	
Total Revenue	27,364,863	25,509,678	25,835,961	326,283	24,678,394	1,157,567	
Expenditures	27,764,863	25,206,726	23,982,915	1,223,811	23,309,585	673,330	note B
Net	(400,000)	302,952	1,853,046	1,550,093	1,368,809	484,236	
<b>Water Fund (Operating - excludes debt related revenue and expenditures)</b>							
Revenues							
Water Sales	6,072,434	5,488,644	4,461,320	(1,027,325)	5,305,273	(843,954)	note C
Sewer Sales	5,559,473	5,075,882	4,869,723	(206,159)	4,877,914	(8,191)	note D
Reuse Sales	122,625	110,836	45,757	(65,079)	57,867	(12,110)	note C
Other Revenue	776,200	691,675	935,443	243,768	802,820	132,624	note E
Total Revenue	12,530,732	11,367,038	10,312,243	(1,054,794)	11,043,875	(731,631)	
Expenditures	12,630,732	11,382,167	11,006,189	375,978	10,510,372	495,817	note F
Net	(100,000)	(15,130)	(693,946)	(678,816)	533,503	(1,227,449)	
<b>Development Services Fund</b>							
Revenues							note G
Permits & Fees	510,000	467,500	491,895	24,395	516,523	(24,628)	
Transfer In	708,688	649,630	649,630	-	-	649,630	
Total Revenue	1,218,688	1,117,130	1,141,525	24,395	516,523	625,003	
Expenditures	1,218,688	1,148,714	1,112,915	35,799	627,986	484,929	note H
Net	-	(31,584)	28,610	60,194	(111,463)	140,073	
<b>Golf Fund</b>							
Revenues	1,015,947	916,953	840,287	(76,666)	844,015	(3,727)	
Expenditures	1,015,947	884,227	839,571	44,656	818,641	20,930	
Net	-	32,726	716	(32,010)	25,373	(24,657)	

**City of Kerrville**  
**Financial Summary**  
**For the Month Ended August 31, 2019**

<b>Fund</b>	Total	Year to Date	Year to Date	Better /	Year to Date	Change	<b>Variance</b>
	FY2019	FY2019	FY2019	(Worse)	FY2018	from	
	<b>Budget</b>	<b>Budget</b>	<b>Actual</b>	<b>than Budget</b>	<b>Actual</b>	<b>FY2018</b>	<b>Explanation</b>
<b>Hotel Occupancy Tax Fund</b>							
Revenues	1,329,750	1,219,870	1,331,524	111,653	1,237,263	94,261	
Expenditures	1,329,750	1,320,444	1,274,008	46,436	1,090,707	183,300	
Net	\$ -	\$ (100,573)	\$ 57,516	\$ 158,089	\$ 146,556	\$ (89,040)	

**Notes:**

- A. Sales Tax** - Strong sales tax performance continues. Year to date, sales tax is up 4.6% over 2018 and is 2.4% better than budget, led by increases in retail, food service, manufacturing and construction. We anticipate ending the year approximately \$180K better than budget.
- B. General Fund Expenditures** - General Fund expenditures are lower than budget primarily due to street maintenance expense that is occurring later in the year than expected.
- C. Water Sales** - Water (including reuse) sales are lower than budget and FY2018 due to record rainfall amounts in October 2018 followed by continuing higher than average rainfall. August water sales increased 27% compared to July 2019, but still lag behind August 2018. We are continuing to see higher consumption in September, but expect to end the year approximately \$800K worse than budget.
- D. Sewer Sales** - Residential sewer averaging for the next 12 months was set in April. Average residential consumption gallons were 4% lower during the averaging period in FY2019 compared to FY2018. This seems to be related to decreased residential irrigation during the sewer averaging period due to rain. We are currently projecting a \$225K sewer revenue shortfall for the year due to decreased sewer averaging combined with lower commercial sewer revenue related to reduced consumption.
- E. Water Fund Other Revenue** - FY2019 revenue is better than budget primarily due to better than budget interest revenue, combined with strong water tap and new meter fees.
- F. Water Expenditures** - FY2019 expenditures are better than budget due to lower than anticipated chemical and maintenance costs. In addition, staffing vacancies in Water Distribution have created salary savings.
- G. Development Services Fund** - The Development Services Fund was broken out of the General Fund in FY2019. For presentation purposes, FY2018 information is shown in the Development Services Fund.
- H. Development Services Fund Expenditures** - FY2019 includes a transfer of \$379K to a projects fund for the code rewrite and Development Services software projects.



# **Financial update for the month ended August 31, 2019**

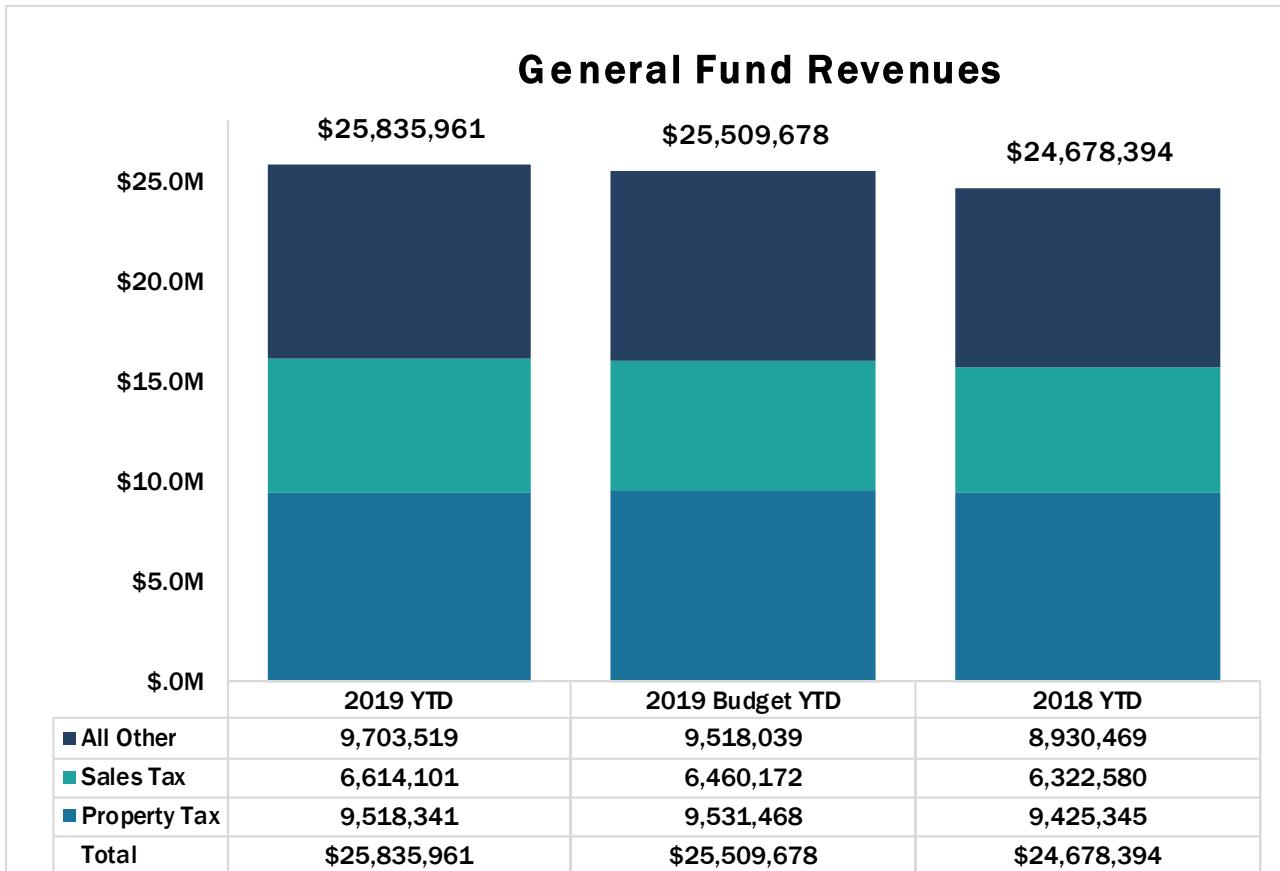
**City Council Meeting  
September 24, 2019**



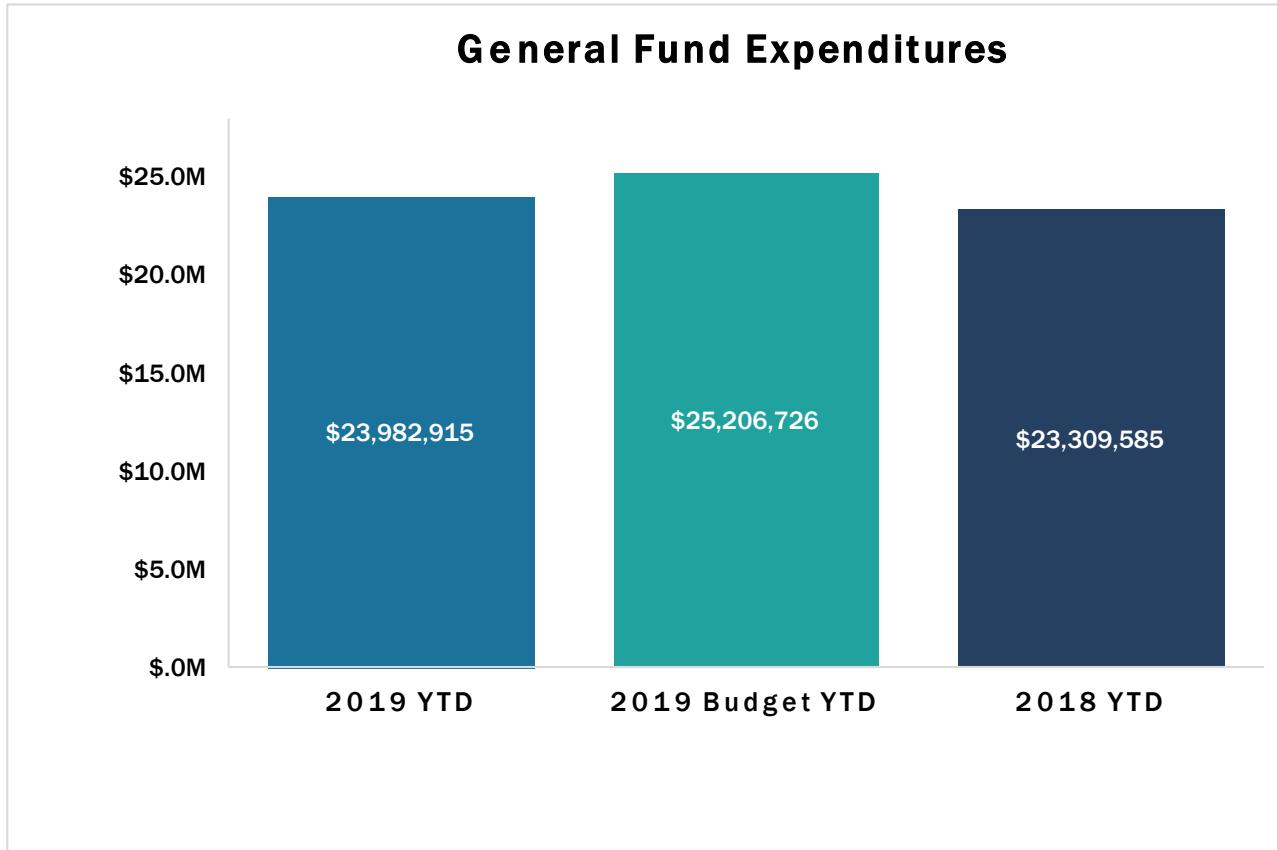
# General Fund Summary

Fund	Total	Year to Date	Year to Date	Better /	Year to Date	Change
	FY2019	FY2019	FY2019	(Worse)	FY2018	from
	Budget	Budget	Actual	than Budget	Actual	FY2018
<b>General Fund</b>						
Revenues						
Property Tax	\$ 9,553,070	\$ 9,531,468	\$ 9,518,341	\$ (13,127)	\$ 9,425,345	\$ 92,996
Sales Tax	7,049,268	6,460,172	6,614,101	153,929	6,322,580	291,521
Other Revenue	<u>10,762,526</u>	<u>9,518,039</u>	<u>9,703,519</u>	<u>185,480</u>	<u>8,930,469</u>	<u>773,050</u>
Total Revenue	27,364,863	25,509,678	25,835,961	326,283	24,678,394	1,157,567
Expenditures	27,764,863	25,206,726	23,982,915	1,223,811	23,309,585	673,330
Net	(400,000)	302,952	1,853,046	1,550,093	1,368,809	484,236

# General Fund Revenues



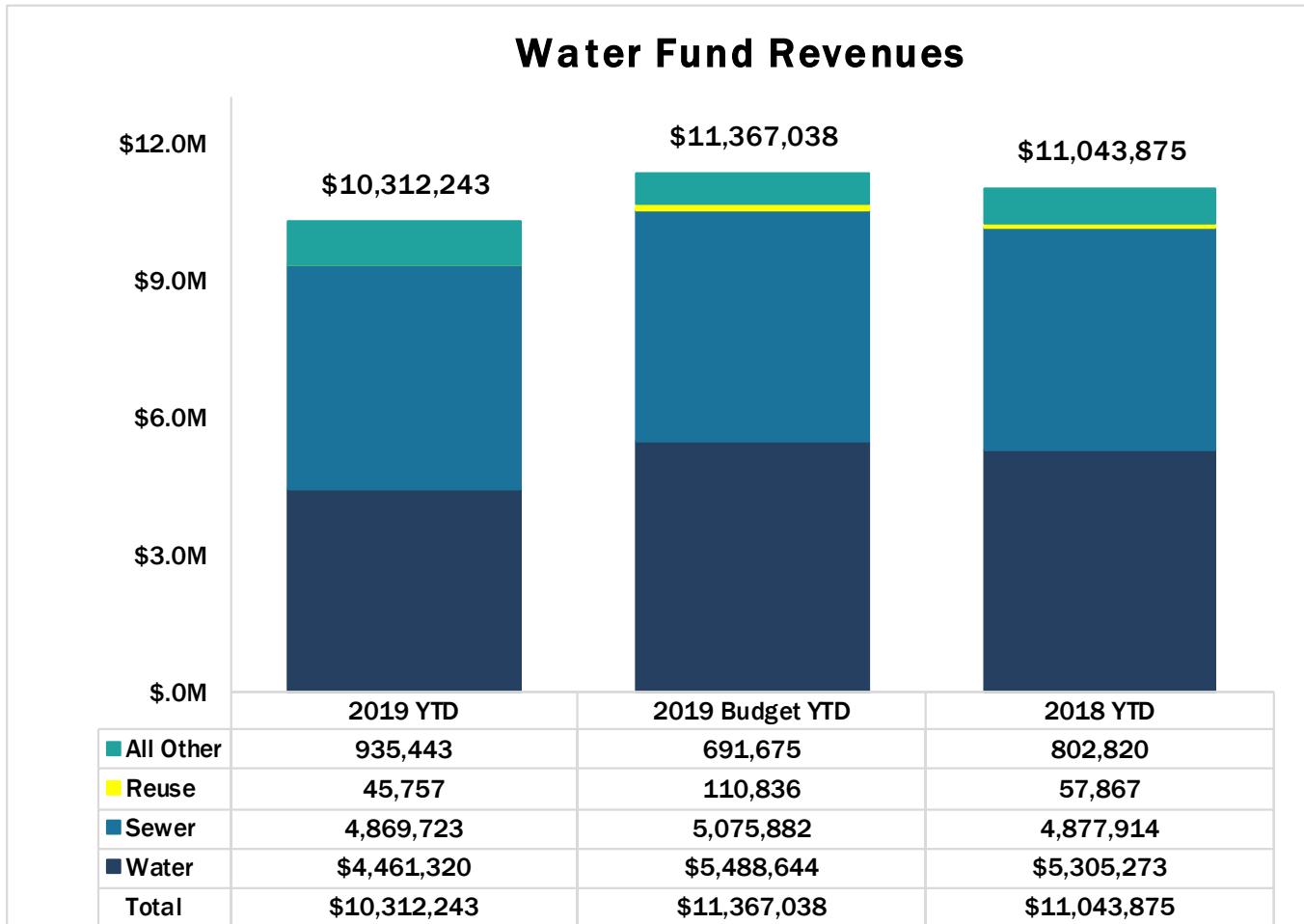
# General Fund Expenditures



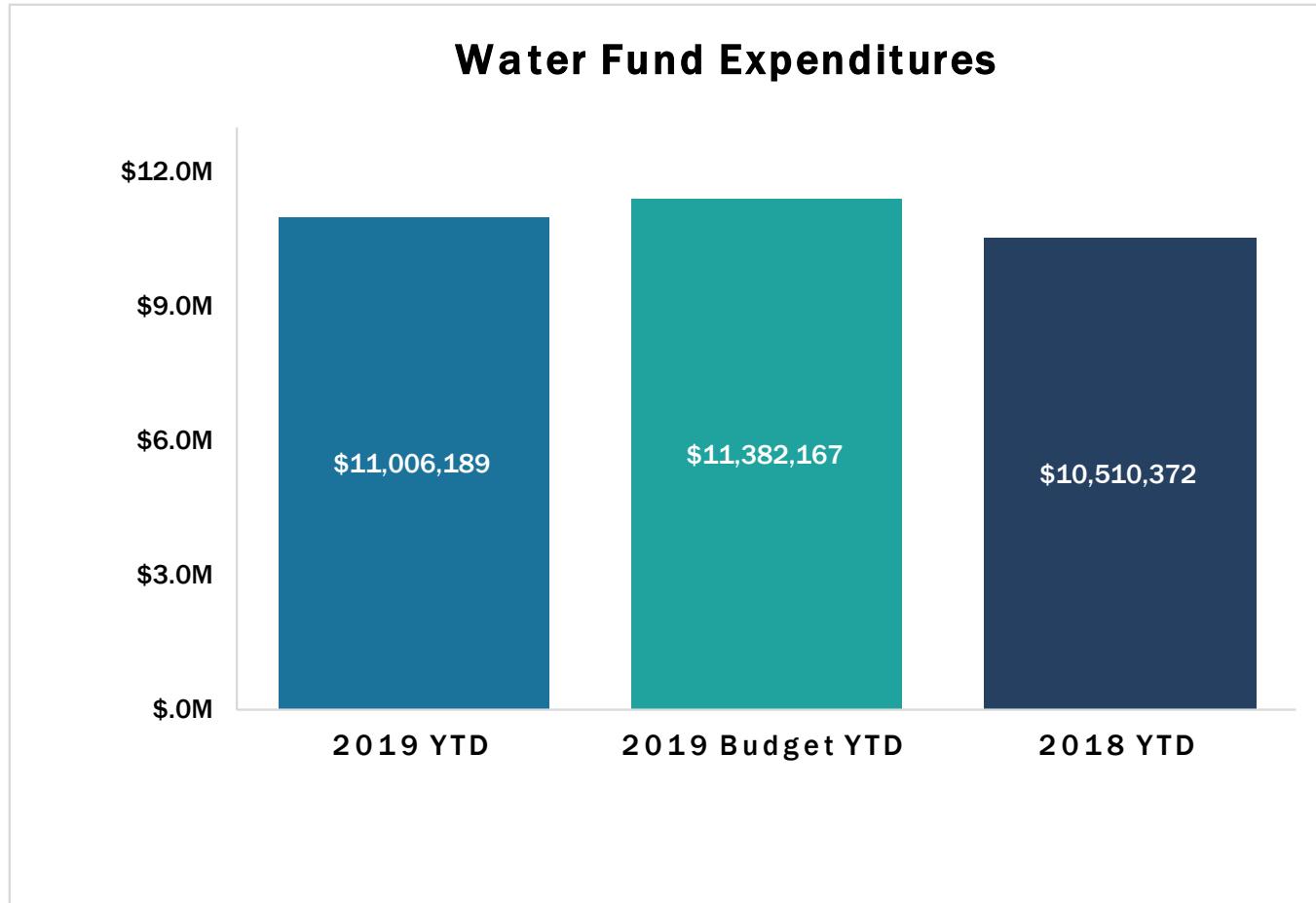
# Water Fund Summary

Fund	Total	Year to Date	Year to Date	Better /	Year to Date	Change
	FY2019	FY2019	FY2019	(Worse)	FY2018	from
	Budget	Budget	Actual	than Budget	Actual	FY2018
<b>Water Fund (Operating - excludes debt related revenue and expenditures)</b>						
Revenues						
Water Sales	6,072,434	5,488,644	4,461,320	(1,027,325)	5,305,273	(843,954)
Sewer Sales	5,559,473	5,075,882	4,869,723	(206,159)	4,877,914	(8,191)
Reuse Sales	122,625	110,836	45,757	(65,079)	57,867	(12,110)
Other Revenue	776,200	691,675	935,443	243,768	802,820	132,624
<b>Total Revenue</b>	<b>12,530,732</b>	<b>11,367,038</b>	<b>10,312,243</b>	<b>(1,054,794)</b>	<b>11,043,875</b>	<b>(731,631)</b>
Expenditures	12,630,732	11,382,167	11,006,189	375,978	10,510,372	495,817
<b>Net</b>	<b>(100,000)</b>	<b>(15,130)</b>	<b>(693,946)</b>	<b>(678,816)</b>	<b>533,503</b>	<b>(1,227,449)</b>

# Water Fund Revenues



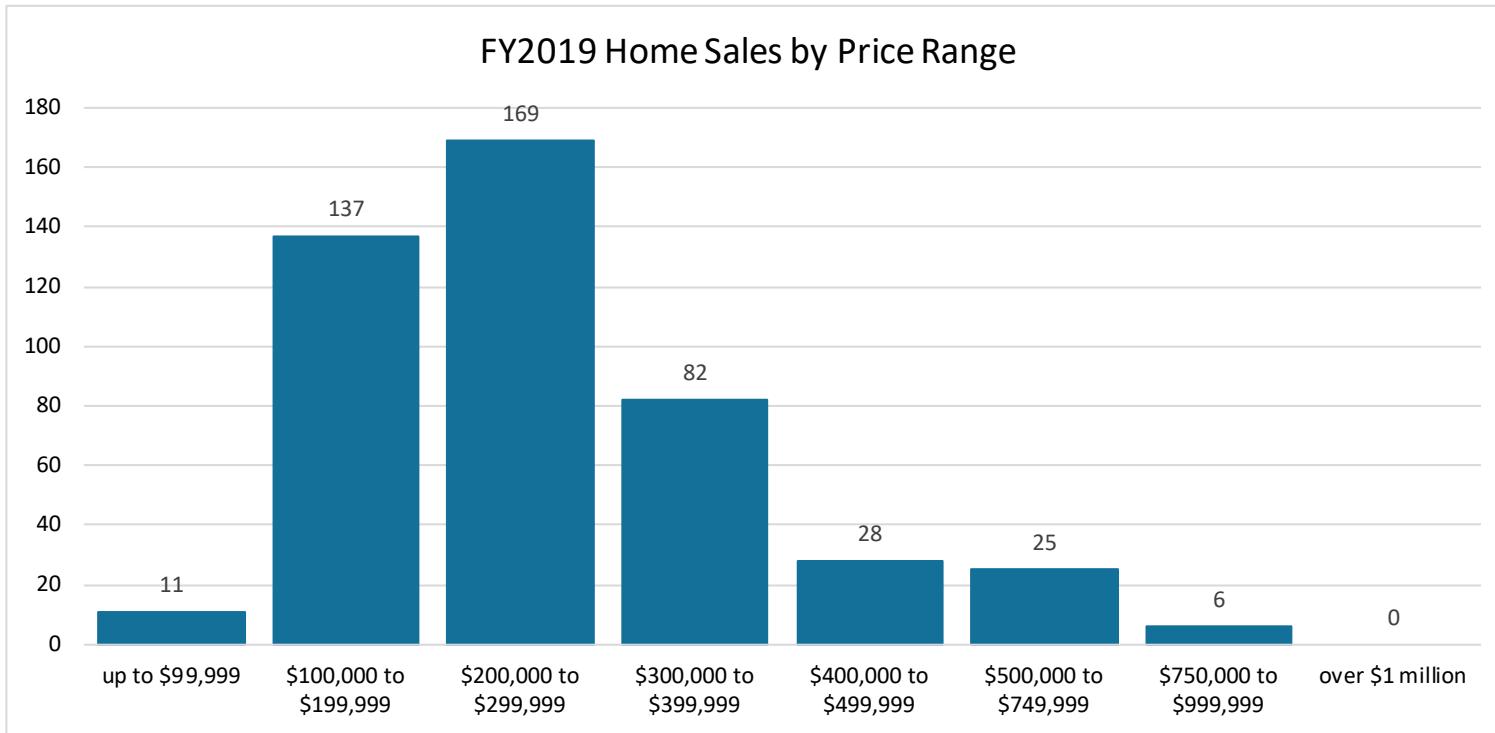
# Water Fund Expenditures



# Other Funds Summary

<b>Fund</b>	Total	Year to Date	Year to Date	Better / (Worse)	Year to Date	Change
	FY2019	FY2019	FY2019	than Budget	FY2018	from
	Budget	Budget	Actual		Actual	FY2018
<b>Development Services Fund</b>						
Revenues						
Permits & Fees	510,000	467,500	491,895	24,395	516,523	(24,628)
Transfer In	708,688	649,630	649,630	-	-	649,630
Total Revenue	1,218,688	1,117,130	1,141,525	24,395	516,523	625,003
Expenditures	1,218,688	1,148,714	1,112,915	35,799	627,986	484,929
Net	-	(31,584)	28,610	60,194	(111,463)	140,073
<b>Golf Fund</b>						
Revenues	1,015,947	916,953	840,287	(76,666)	844,015	(3,727)
Expenditures	1,015,947	884,227	839,571	44,656	818,641	20,930
Net	-	32,726	716	(32,010)	25,373	(24,657)
<b>Hotel Occupancy Tax Fund</b>						
Revenues	1,329,750	1,219,870	1,331,524	111,653	1,237,263	94,261
Expenditures	1,329,750	1,320,444	1,274,008	46,436	1,090,707	183,300
Net	\$ -	\$ (100,573)	\$ 57,516	\$ 158,089	\$ 146,556	\$ (89,040)

# Real Estate Update

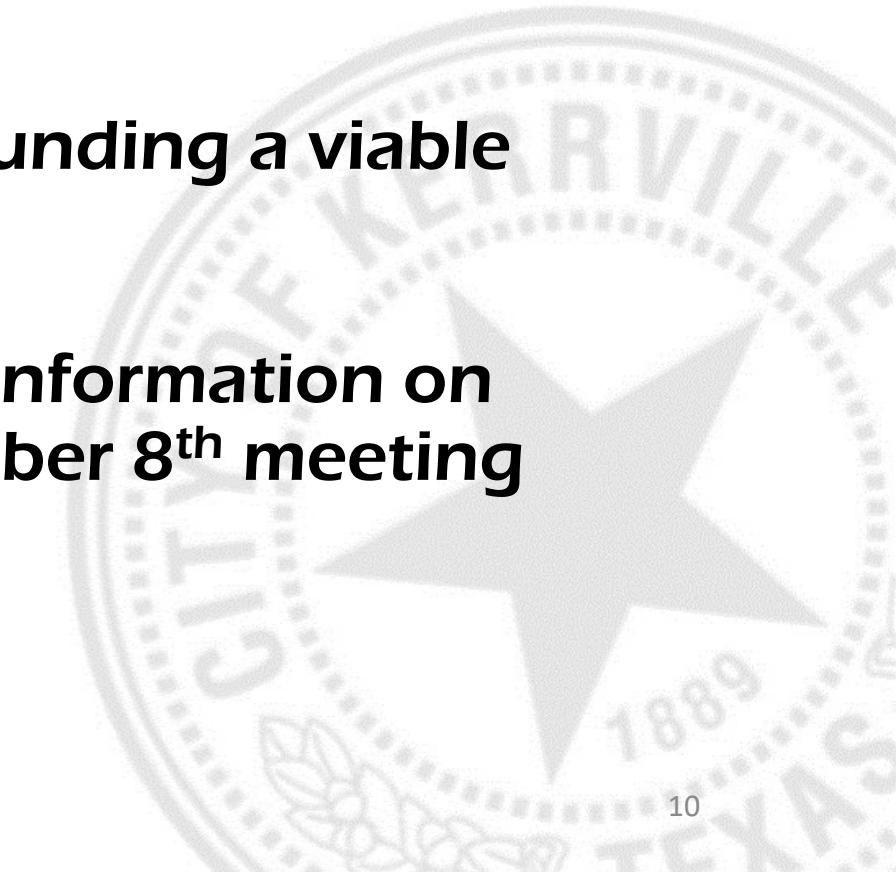


	YTD FY2018	YTD FY2019	Change
Median Price:	\$ 231,250	\$ 240,000	3.8%
Average Price:	\$ 259,803	\$ 272,076	4.7%
Total Homesites Sold:	466	458	(8)
Average Days on Market:	98	91	(7)
Total Volume Sold:	\$ 120,930,014	\$ 124,610,728	3.0%



# Refunding Update

- **Series 2011A**
  - Original issuance of **\$3.5M** for River Trail
  - Debt Service paid by EIC
  - **\$2.6M** is callable in February 2020
- **Historic low interest rates make refunding a viable possibility**
- **Anne Burger Entrekin will present information on refunding opportunity during October 8<sup>th</sup> meeting**





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

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**SUBJECT:** Appointments to the Main Street Advisory Board.

**AGENDA DATE OF:** September 24, 2019      **DATE SUBMITTED:** Aug 01, 2019

**SUBMITTED BY:** Sherry Mosier

**EXHIBITS:**

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

**PAYMENT TO BE MADE TO:** N/A

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	D - Downtown Revitalization
<b>Guiding Principle</b>	D4. Encourage and program Downtown public events and create more gathering places that promote and enhance Downtown as an arts, culture and music center
<b>Action Item</b>	D4.3 - Partner with Downtown stakeholders and others to program more Downtown events (art, music, recreation, Farmers Market, special interests) to attract greater public and visitor traffic

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**SUMMARY STATEMENT:**

The Main Street Advisory Board will consist of seven members. Members must be property or business owners within the designated Main Street boundaries and must reside in Kerr County. Each member is a voting member and is subject to a two year term.

The following individuals have applied: Edward Hamilton, Mary Elaine Jones, J Clint Morris, Anne Overby, Lyndia Rector, Melissa Southern, and Mike Wellborn.

**RECOMMENDED ACTION:**

Appoint members to the Main Street Advisory Board.