

# **AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING**

**TUESDAY, NOVEMBER 10, 2020, 6:00 P.M.**

**CAILLOUX CITY CENTER**

**910 MAIN STREET, KERRVILLE, TEXAS**

## **The Community Vision**

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

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



Kerrville2050



# CITY COUNCIL MEETING AGENDA NOVEMBER 10, 2020, 6:00 PM CAILLOUX CITY CENTER, 910 MAIN STREET, KERRVILLE, TX



## ***Council Meeting Procedures during the Disaster Declaration and Citizen/Public Participation Guidelines***

COVID-19 (Coronavirus) provides a unique concern in that gathering members of the public, City Council, and City staff within a physical setting constitutes a public health risk. On March 16, 2020, the Texas Governor suspended certain requirements of the Open Meetings Act to permit open meetings to occur in a fully virtual setting (telephonic/videoconference). The City Council will conduct the November 10, 2020 City Council meeting as an open public meeting. In an effort to avoid and mitigate health risks and due to limited occupancy levels in Council Chambers, City Council will convene the November 10, 2020 meeting at the Cailloux City Center, 910 Main Street.

Standard safety protocol will be observed by City Council, City staff, and citizens/visitors attending the City Council meeting at the Cailloux City Center. When entering the Cailloux City Center you will be required to sanitize hands and wear a mask. Your temperature will be taken at a temperature station with a thermal digital thermometer before entering the theater. Any persons with a temperature of 100.2 or above will not be allowed entry. Masks are required at all times in the Cailloux City Center. The public podium will be sanitized between each public speaker. Six-foot distance seating will be observed, and open seating will be designated.

Citizens wishing to speak shall submit a completed "speaker request form" to the City Secretary before City Council meeting is called to order, definitely before the item is called or read into record. Each speaker is limited to four minutes.

The Zoom platform will also be active during this meeting.

**Instructions for Zoom callers:** Dial the toll free numbers: **1-800-832-5611**. If the toll free number is not functioning, call the Zoom alternative back-up numbers **1-346-248-7799** or **1-669-900-6833**.

When your call is answered you will hear "**Welcome to Zoom, enter your Meeting ID followed by pound**". Enter in the Meeting ID below followed by the pound sign (#), when prompted enter the passcode.

The Meeting ID is **966 7673 0582#**. The passcode is **249925**.

Once you have called into the meeting, your microphone will be placed on mute and your call will be placed in the call queue. At this point, you will hear silence on the phone. Do not hang up. The moderator will unmute your microphone as he/she is going down the list. Once the meeting has started, you will be able to listen to proceedings even if your microphone is muted.

**The Zoom moderator will be accepting calls starting at 5:00 p.m.** Place your call before 5:45 p.m. in order to register with the Zoom moderator and participate. You will be queued to speak. Any calls made after the 5:45 p.m. deadline will not be answered, and microphones will be kept muted. Each speaker is limited to four minutes.

**NOTE:** Zoom is a third party vendor which provides the ability for remote participation. Software changes may be beyond what the City can control. If the City is notified of any issues from the third party vendor, the City will notify citizens and provide alternatives for engagement and participation.

### **Instructions for written comments:**

Written comments will be accepted for any agenda items, including Public Hearings. You are required to provide your first and last name, address, and identify the item you wish to comment on. All information must be provided in order for your comments to be read into record.

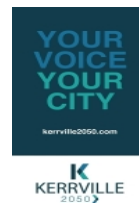
Written comments can be provided two different ways:

- **OPTION 1 by hard copy** – Comments may be dropped off at the City Hall Utility Payments Drop-Box on the north side of City Hall by 4:00 p.m. the afternoon of the Council meeting.
- **OPTION 2 by email** - Comments may be emailed to **shelley.mcelhannon@kerrvilletx.gov** and must be received by 4:00 p.m. the afternoon of the Council meeting. In addition, anyone may email Councilmembers via their City email addresses as specified on the City's website.

Citizens may view and hear the City Council meetings on Spectrum Channel 2 or by live-streaming via the City's website ([www.kerrvilletx.gov](http://www.kerrvilletx.gov)). City Council meetings are recorded and the recordings are posted on the City's website. Thank you for your participation!



**CITY COUNCIL AGENDA  
NOVEMBER 10, 2020, 6:00 PM  
CAILLOUX CITY CENTER  
910 MAIN STREET, KERRVILLE, TX**



**CALL TO ORDER:**

*Call to Order by Mayor*

**INVOCATION AND PLEDGE OF ALLEGIANCE:**

*Councilmember Place 3 Judy Eychner*

**1 ANNOUNCEMENTS OF COMMUNITY INTEREST:**

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

**2 PRESENTATIONS:**

2.A. Kerrville Kindness award.

Attachments:

[20201110\\_Recognition\\_Kerrville Kindness Doyle Community Hope For Health Clinic.pdf](#)

2.B. Proclamation naming November 2020 as Home Care and Hospice month.

Attachments:

[20201110\\_Proclamation\\_Home Care and Hospice Month.pdf](#)

**3 VISITORS/CITIZENS FORUM:**

*Any citizen with business not scheduled on the agenda may speak to the City Council. Prior to speaking, each speaker must fill out the speaker request form and give it to the City Secretary. The speaker request form must be submitted to the City Secretary before the item is called or read into record. City Council may not discuss or take any action on an item but may place the issue on a future agenda. Each speaker is limited to four minutes.*

**4 CONSENT AGENDA:**

*These items are considered routine and can be approved in one motion unless a Councilmember asks for separate consideration of an item. It is recommended that the City Council approve the following items which will grant the Mayor or City Manager the authority to take all actions necessary for each approval:*

4.A. Purchase of three (3) replacement police vehicles, not to exceed \$135,000.

Attachments:

[20201110\\_quote\\_replacement\\_patrol\\_units.pdf](#)

[20201110\\_quote\\_replacement\\_traffic\\_unit.pdf](#)

4.B. Minutes for the City Council workshop held October 27, 2020.

Attachments:

[20201110\\_Minutes\\_Council workshop 10-27-20 4pm.pdf](#)

4.C. Minutes for the City Council meeting held October 27, 2020.

Attachments:

[20201110\\_Minutes\\_Council regular meeting 10-27-20 6pm.pdf](#)

**END OF CONSENT AGENDA**

## **5 PUBLIC HEARINGS AND RESOLUTIONS:**

- 5.A. Resolution No. 25-2020. A Resolution for a Conditional Use Permit (CUP) for Accessory Dwelling Unit and Short Term Rental on 3112 Riverside Drive.

Attachments:

[20201110\\_Resolution\\_25-2020 CUP 3112 Riverside Drive.pdf](#)

[20201110\\_Exhibit B\\_Guest Notification.pdf](#)

[20201105\\_Site Plan\\_3112 Riverside.pdf](#)

- 5.B. Resolution No. 26-2020. A Resolution for a Conditional Use Permit (CUP) for Short Term Rental on 201 Starkey Street.

Attachments:

[20201110\\_Resolution\\_26-2020 CUP 201 Starkey Street.pdf](#)

[20201110\\_Exhibit B\\_Guest Notification.pdf](#)

[20201105\\_Site Plan\\_201 Starkey.pdf](#)

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

- 6.A. Ordinance No. 2020-23. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, which adopted zoning regulations, use districts, and a zoning map in accordance with the City's Comprehensive Plan, such chapter more commonly known as the City's Zoning Code; by changing the zoning and classification of a portion of the property generally located east of and adjacent to State Highway 16 South, south of Riverhill Boulevard, and comprising approximately 172.56 acres, said property's zoning previously amended by Ordinance No. 2020-03; from a Medium Density Residential Zoning District (R-2) to a Residential Estate Zoning District (RE); amending the Comprehensive Plan (Kerrville 2050) to make it consistent with such amendment; providing a cumulative clause; providing for severability ; providing an effective date; ordering publication; and providing other matters relating to the subject.

Attachments:

[20201110\\_Ordinance\\_2020-23 Zoning Change 2601 Medina Hwy.pdf](#)

[20201110\\_Exhibit A\\_2601 Medina Hwy.pdf](#)

[20201105\\_Exhibit A Map\\_2601 Medina Hwy.pdf](#)

- 6.B. Ordinance No. 2020-24. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, which adopted zoning regulations, use districts, and a zoning map in accordance with the City's Comprehensive Plan, such chapter more commonly known as the City's Zoning Code; by changing the zoning and classification of the property being Lot 3AR, Block One, Overstreet Park, a subdivision within the City of Kerrville, Texas and more commonly known as 1421 Junction Highway (SH 27); from being part of a planned development district established by Ordinance No. 2004-19, to a Light Commercial Zoning District (C-2) providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject.

Attachments:

[20201110\\_Ordinance\\_2020-24 Zoning Change 1421 Junction Hwy.pdf](#)

[20201110\\_Exhibit A\\_1421 Junction Hwy.pdf](#)

## **7 ORDINANCES, FIRST READING:**

- 7.A. Ordinance No. 2020-25. An Ordinance amending the City's Fiscal Year 2020 and Fiscal Year 2021 budgets to account for the transfer of excess funds, the receipt of additional revenue, and to make other amendments as provided herein.

Attachments:

[20201110\\_Ordinance\\_2020-25 Budget amend FY20-21.pdf](#)

[20201110\\_Ordinance\\_Attachment A.pdf](#)

[20201110\\_Ordinance\\_Financial Presentation.pdf](#)



**8 CONSIDERATION AND POSSIBLE ACTION:**

- 8.A. Master Project Agreement with Core & Main for the purchase and installation of data collector, software and training, and metering supplies for the City's Advanced Metering Infrastructure (AMI) project.

Attachments:

[20201110\\_Agreement\\_Core Main AMI Project.pdf](#)

[20200921\\_Core & Main Quote AMI Project.pdf](#)

[20201002\\_Core & Main\\_Sole Source.pdf](#)

[20201110\\_Consideration\\_AMI Presentation.pdf](#)

- 8.B. Resolution No. 27-2020. A Resolution setting the date, time, and place for a public hearing for the City's annexation of an approximate 33.81 +/- acres of land, currently owned by the City and located adjacent to Loop 534 (Veterans Highway) and north of the intersection between Loop 534 and the newly constructed extension of Olympic Drive; authorizing the submission and acceptance of a petition for annexation; directing the publication of notice for a public hearing; directing the City Manager to prepare a written agreement for the provision of services for the property; and containing other provisions relating to the subject.

Attachments:

[20201110\\_Resolution\\_27-2020 Petition for Annexation Loop 534 north of Olympic Drive.pdf](#)

- 8.C. Mutual Release and Settlement Agreement regarding the aerial pipe bridge Loop 534 project.

**9 INFORMATION & DISCUSSION:**

- 9.A. Briefing and possible action as to the City's ongoing preparedness and response to COVID-19 (Coronavirus).
- 9.B. Commendation to outgoing Councilmember Delayne Sigerman, and statement given by outgoing Councilmember Delayne Sigerman.

Attachments:

[20201110\\_Commendation\\_Councilmember D Sigerman.pdf](#)

**10 ITEMS FOR FUTURE AGENDAS:**

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

**11 EXECUTIVE SESSION:**

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

- 11.A. Mutual Release and Settlement Agreement regarding the aerial pipe bridge Loop 534 Project (551.071 consultation with Attorney).

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

**ADJOURN.**



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

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**SUBJECT:** Kerrville Kindness award.

**AGENDA DATE OF:** November 10,  
2020

**DATE SUBMITTED:** Aug 19, 2020

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20201110\\_Recognition\\_Kerrville Kindness Doyle Community Hope For Health Clinic.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:**

A citizen or entity who has impacted the City of Kerrville in a positive way.

Recipient: The Doyle Center and Community Hope for Health Clinic.

**RECOMMENDED ACTION:**

Announce recipient.



# CITY OF KERRVILLE

recognizes

## THE DOYLE COMMUNITY CENTER

with the November 10, 2020

### *KERRVILLE KINDNESS AWARD*

Utilizing grants from the City of Kerrville, the BUILD Health Challenge and others to renovate its facilities, the historic Doyle Community Center has provided crucial support to its surrounding community in 2020. With the negative effects of COVID-19 severely impacting the community, the Center has stepped up efforts to meet the needs of its constituents, whether it be through food distributions to local children and adults in partnership with area restaurants and non-profit organizations, medical care through its Hope 4 Health clinic in partnership with Peterson Health, summer craft programs for neighborhood youth, and other community-organized events.

Mayor Bill Blackburn

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Councilmember Gary Cochrane

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Councilmember Kim Clarkson

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Councilmember Judy Eychner

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Councilmember Delayne Sigerman

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

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**SUBJECT:** Proclamation naming November 2020 as Home Care and Hospice month.

**AGENDA DATE OF:** November 10,  
2020

**DATE SUBMITTED:** Oct 30, 2020

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20201110\\_Proclamation\\_Home Care and Hospice Month.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:**

**RECOMMENDED ACTION:**

Present proclamation.



# CITY OF KERRVILLE PROCLAMATION

**WHEREAS,** while many Texans suffering from illness or injuries receive quality care from dedicated health care professionals in hospitals or other facilities, some Texans need or prefer a more comfortable, intimate setting; and

**WHEREAS,** home care and hospice organizations meet this need by providing individualized and professional medical care and assistance to the elderly, disabled and chronically ill. The simple yet powerful comfort of a home setting is a key feature of these services that offer excellent care to help patients achieve a better quality of life; and

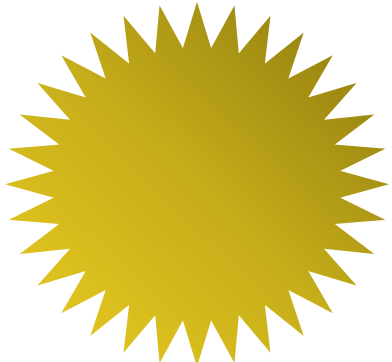
**WHEREAS,** during the month of November, an awareness campaign is conducted to highlight home care and hospice as alternatives to hospitalization and other forms of institutional health care. Home care and hospice professionals help their patients live every day to the fullest, and it is important for their commitment and skill to be recognized and commended; and

**WHEREAS,** we encourage all Texans to learn more about home care and hospice options and the invaluable contributions of all Texas health care providers.

**NOW, THEREFORE,** I, Bill Blackburn, Mayor of the City of Kerrville, Texas, do hereby proclaim November 2020 as:

## HOME CARE AND HOSPICE MONTH

in Kerrville, Texas, and encourage the support and participation of all citizens in learning more about the home care and hospice philosophy of care for the elderly, disabled and the terminally ill.



**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Kerrville to be affixed this 10 day of November 2020.

---

Bill Blackburn, Mayor





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

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**SUBJECT:** Purchase of three (3) replacement police vehicles, not to exceed \$135,000.

**AGENDA DATE OF:** November 10,  
2020

**DATE SUBMITTED:** Oct 28, 2020

**SUBMITTED BY:** Curtis Thomason

**EXHIBITS:** [20201110\\_quote\\_replacement\\_patrol\\_units.pdf](#)  
[20201110\\_quote\\_replacement\\_traffic\\_unit.pdf](#)

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<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$134,791.27	\$135,000	\$135,000	18-1813-5200

**PAYMENT TO BE MADE TO:** Silsbee Ford & Totota

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	F - Public Facilities and Services
<b>Guiding Principle</b>	F2. Place the highest priority on public safety (police, fire, EMS).
<b>Action Item</b>	F2.1 - Devote the necessary resources (funding, equipment) to ensure quality fire, police and EMS services

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**SUMMARY STATEMENT:**

These three (3) replacement Ford Explorers will replace two (2) patrol vehicles and one (1) traffic enforcement vehicle. Pricing has been obtain through Goodbuy to insure best and lowest governmental pricing. All three (3) vehicles were budgeted for replacement this fiscal year.

**RECOMMENDED ACTION:**

Authorize purchase of three (3) replacement patrol vehicles as planned in the 2021 budget.



# REQUISITION

**Requisition #:** 20-08710

**Date:** 10/19/2020

**Vendor #:** 92747

**ISSUED TO:** SILSBEE FORD & TOYOTA  
PO BOX 815  
SILSBEE, TX 77656

**SHIP TO:** Kerrville Police Department  
Attn:David Knight  
429 Sidney Baker Street  
Kerrville, TX 78028

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Two Ford PI Utility Patrol Units		0.00 18-1813-5200	91,474.00
<b>Detailed Description:</b> Silsby Good Buy Quote Attached Patrol Unit Replacements				

Authorized By: C. THOMASON

<b>SUBTOTAL:</b>	91,474.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	91,474.00



## PRODUCT PRICING SUMMARY

GOODBUY 20-8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

20-08710

End User: CITY OF KERRVILLE

Prepared by: MICHAEL WILEY

Contact: MARY KREBS

Phone: 254-541-9061

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

Email: [mwiley.silsbeefleet@gmail.com](mailto:mwiley.silsbeefleet@gmail.com)

Product Description: FORD PI UTILITY

Date: October 1, 2020

A. Bid Item: 46

A. Base Price: \$ 32,840.00

### B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
K8A	2021 UTILITY AWD	\$ -	55F	KEYLESS ENTRY	\$ 340.00
	3.3L FFV V6; 10-SPD AUTOMATIC	INCL	60A	GRILL WIRING	\$ 50.00
	CLOTH BUCKETS; VINYL BACK SEAT	INCL	61B	OBD2 SPLIT CONNECTOR	\$ 55.00
	RUBBER FLOOR; FRONT A/C	INCL			
	POWER WINDOWS AND LOCKS	INCL			
	AM/FM W.BLUETOOTH	INCL			
86T	TAIL LAMP HOUSING PREP	\$ 60.00			
17A	REAR A/C	\$ 610.00			
51R	DRIVER SIDE LED SPOTLIGHT	\$ 395.00			

Total of B. Published Options: \$ 1,510.00

Published Option Discount (5%) \$ (75.50)

### C. Additional Options [not to exceed 25%]

\$= -2.9 %

Options	Bid Price	Options	Bid Price
BLACK	COLOR	PATROL UNIT	NOTE
120-150 DAYS TO DANA SAFETY	DELIVERY		
K8A17A PKG ADJUSTMENT	\$ (1,000.00)		

Total of C. Unpublished Options: \$ (1,000.00)

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Subcontractor Equipment Price: DANA SAFETY PKG 308753-J

\$ 12,312.50

G. Additional Delivery Charge: 0 miles

\$ -

H. Subtotal:

\$ 45,587.00

I. Quantity Ordered 2 x K =

\$ 91,174.00

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

\$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 91,474.00

# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	308753-J
Customer No.	KERRVILLE

## Bill To

KERRVILLE POLICE DEPARTMENT  
429 SIDNEY BAKER  
KERRVILLE, TX 78028

## Ship To

DANA SAFETY SUPPLY  
6525 GOFORTH ST.  
HOUSTON, TX

Contact: MARY KREBS  
Telephone: 830-258-1303  
E-mail: MARY.KREBS@KERRVILLETX.GOV

Contact:  
Telephone:  
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/01/20	Ground		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Scott Beal			Scott Beal Houston	LT. MARY KREBS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	N	INFO KERRVILLE PD 2020 PI UTILITY - PATROL FULL CAGE Warehouse: FTWO      Vin #: KERRVILLE POLICE		0.0000	0.00
1	1	Y	MISC SOI: ENFLB004NH-0B6 48" NFORCE LED LIGHTBAR Warehouse: HOUS      Vin #: DRIVER FRONT: RED/WHITE DRIVER REAR: RED/AMBER PASS. FRONT: BLUE/WHITE PASS. REAR: BLUE/AMBER FULL WHITE ACROSS FRONT AND TRAFIC ADVISOR ACROSS REAR		1,720.4500	1,720.45
1	1	Y	ETSA481RSP SOI 400 SERIES nERGY REMOTE 100w SIREN, 10-16 VDC Warehouse: HOUS      Vin #:		447.9300	447.93
1	1	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: HOUS      Vin #:		164.8300	164.83
1	1	Y	EMPS1SLS3D mpower 3" Fascia Light w/ Stud Mount, 18" hard wire w Warehouse: HOUS      Vin #: DRIVER GRILLE CUTOUT - STEADY WHITE		83.1300	83.13

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# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	308753-J
Customer No.	KERRVILLE

Bill To
KERRVILLE POLICE DEPARTMENT 429 SIDNEY BAKER KERRVILLE, TX 78028

Ship To
DANA SAFETY SUPPLY 6525 GOFORTH ST. HOUSTON, TX

Contact: MARY KREBS  
Telephone: 830-258-1303  
E-mail: MARY.KREBS@KERRVILLETX.GOV

Contact:  
Telephone:  
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/01/20	Ground		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Scott Beal			Scott Beal Houston	LT. MARY KREBS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	EMPS1SLS3E SOI mpower 3" Fascia Light w/ Stud Mount Warehouse: HOUS      Vin #: PASSENGER GRILLE CUTOUT - STEADY WHITE		83.1300	83.13
2	2	Y	ELUC3H010E SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE/WHITE Warehouse: HOUS      Vin #: PASSENGER SIDE HEAD LIGHT HOUSING AND TAIL LIGHT HOUSING - FACTORY CUTOUTS. STEADY WHITE FOR ALLEY AND REVERSE.		63.1800	126.36
2	2	Y	ELUC3H010D SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/WHITE Warehouse: HOUS      Vin #: DRIVER SIDE HEAD LIGHT HOUSING AND TAIL LIGHT HOUSING - FACTORY CUTOUTS. STEADY WHITE FOR ALLEY AND REVERSE.		63.1800	126.36
1	1	Y	MISC SOI: ENFTC000LX REAR LIGHT BAR R/A AND B/A Warehouse: HOUS      Vin #: REAR HATCH OPENING - NOT THE DOOR - TOP OF THE OPENING		494.9800	494.98
1	1	Y	MISC SOI: ENFS400AU-JJ NFORCE DUAL RED/BLUE Warehouse: HOUS      Vin #: CARGO WINDOWS		199.9800	199.98

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Continued on Next Page



# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	308753-J
Customer No.	KERRVILLE

Bill To
KERRVILLE POLICE DEPARTMENT 429 SIDNEY BAKER KERRVILLE, TX 78028

Ship To
DANA SAFETY SUPPLY 6525 GOFORTH ST. HOUSTON, TX

Contact: MARY KREBS  
Telephone: 830-258-1303  
E-mail: MARY.KREBS@KERRVILLETX.GOV

Contact:  
Telephone:  
E-mail:

Quote Date	Ship Via		F.O.B.		Customer PO Number		Payment Method		
10/01/20	Ground		QUOTED FREIGHT				NET30		
Entered By			Salesperson			Ordered By		Resale Number	
Scott Beal			Scott Beal Houston			LT. MARY KREBS			
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price	Extended Price	
1	1	Y	425-6505 JD 2020 PI UTILITY CONSOLE Warehouse: HOUS      Vin #:				288.0000	288.00	
1	1	Y	425-3704 JOTTO DUAL INTERNAL CUP HOLDER Warehouse: HOUS      Vin #:				34.7300	34.73	
1	1	Y	425-2250 JOTTO Side Sliding Armrest Warehouse: HOUS      Vin #:				45.0000	45.00	
1	1	Y	425-6064 JD FACEPLATE FOR CONSOLE Warehouse: HOUS      Vin #:				0.0000	0.00	
1	1	Y	425-6178 JD FACEPLATE FOR SOUND OFF 380 / 480 Remote head siren Warehouse: HOUS      Vin #:				0.0000	0.00	
1	1	Y	PK1185ITU20TM SMC 10XL C2 UNCOATED POLY W/ SLOTTED WINDOW Warehouse: HOUS      Vin #: "#10XL C2 Horizontal Sliding WindowUncoated PolycarbonateWith Slotted Polycarbonate Window Security ScreenXL Panel Partition TM (Tall Man)" STATE YEAR OF VEHICLE - *****				615.3000	615.30	

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# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	308753-J
Customer No.	KERRVILLE

## Bill To

KERRVILLE POLICE DEPARTMENT  
429 SIDNEY BAKER  
KERRVILLE, TX 78028

## Ship To

DANA SAFETY SUPPLY  
6525 GOFORTH ST.  
HOUSTON, TX

Contact: MARY KREBS  
Telephone: 830-258-1303  
E-mail: MARY.KREBS@KERRVILLETX.GOV

Contact:  
Telephone:  
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/01/20	Ground		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Scott Beal		Scott Beal Houston		LT. MARY KREBS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	QK0566ITU20 SMC OEM REPLACEMENT PRISONER SEAT W/ 12 VS CARO Warehouse: HOUS Vin #: 2020 PIUT OEM Full Replacement Transport Seat TPO Plastic, with Center Pull Seat Belts & #12VS POLY Cargo Partition *****		943.6000	943.60
1	1	Y	WK0514ITU20 SMC VERTICALSTEEL WINDOW BARS FOR 2020 EXPL Warehouse: HOUS Vin #:		188.3000	188.30
1	1	Y	DK0100ITU20 SMC TPO POLYMER OVER MOLDED DOOR SKIN Warehouse: HOUS Vin #:		188.3000	188.30
1	1	Y	GK11211BIUHKSSCAXL SMC DUAL T-RAIL W/1 BLAC-RAC RIFLE LOCK & 1 UNIV XL Warehouse: HOUS Vin #: 1 BLAC-RAC W/RIFLE LOCK & 1 UNIVERSAL XL LOCK Handcuff Key Override *****		888.3000	888.30
1	1	Y	7160-1336 GJ PEDISTAL VEHICLE BASE FOR 2020+ FORD PIUT Warehouse: HOUS Vin #:		103.8200	103.82
1	1	Y	PAINT PAINTING VEHICLES: WHITE - DOORS AND ROOF Warehouse: HOUS Vin #:		1,400.0000	1,400.00

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# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	308753-J
Customer No.	KERRVILLE

## Bill To

KERRVILLE POLICE DEPARTMENT  
429 SIDNEY BAKER  
KERRVILLE, TX 78028

## Ship To

DANA SAFETY SUPPLY  
6525 GOFORTH ST.  
HOUSTON, TX

Contact: MARY KREBS  
Telephone: 830-258-1303  
E-mail: MARY.KREBS@KERRVILLETX.GOV

Contact:  
Telephone:  
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/01/20	Ground		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Scott Beal			Scott Beal Houston	LT. MARY KREBS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	TRANSPORT VEHICLE TRANSPORTATION BY HIRED DRIVERS Warehouse: HOUS Vin #: EACH KERRVILLE PD PATROL AND TRAFFIC UNIT WILL BE TRANSPORTED VIA TRACTOR TRAILER. NO DRIVE MILES ALLOWED.		350.0000	350.00
1	1	Y	5025 BLUE SEA 6-CIRCUIT ST BLADE FUSE BLOCK WITH COVER Warehouse: HOUS Vin #:		45.0000	45.00
1	1	Y	5026 BLUESEA BLUE SEA 12-CIRCUIT ST BLADE FUSE BLOCK WITH COVER Warehouse: HOUS Vin #:		50.0000	50.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: HOUS Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		250.0000	250.00
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HOUS Vin #: INSTALLTION INCLUDES CUSTOMER PROVIDED RADAR, RADIO AND CAMERA SYSTEM.		2,800.0000	2,800.00

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# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	308753-J
Customer No.	KERRVILLE

<b>Bill To</b>
----------------

KERRVILLE POLICE DEPARTMENT  
429 SIDNEY BAKER  
KERRVILLE, TX 78028

<b>Ship To</b>
----------------

DANA SAFETY SUPPLY  
6525 GOFORTH ST.  
HOUSTON, TX

Contact: MARY KREBS  
Telephone: 830-258-1303  
E-mail: MARY.KREBS@KERRVILLETX.GOV

Contact:  
Telephone:  
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/01/20	Ground		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Scott Beal		Scott Beal Houston		LT. MARY KREBS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
			<div>Approved By: _____</div> <div><input type="checkbox"/> Approve All Items &amp; Quantities</div> <div>Quote Good for 30 Days</div>			

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Subtotal	11,637.50
Freight	675.00
Order Total	12,312.50



# REQUISITION

**Requisition #:** 20-08707

**Date:** 10/19/2020

**Vendor #:** 92747

**ISSUED TO:** SILSBEE FORD & TOYOTA  
PO BOX 815  
SILSBEE, TX 77656

**SHIP TO:** Kerrville Police Department  
Attn: David Knight  
429 Sidney Baker Street  
Kerrville, TX 78028

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Ford PI Utility - Traffic Replacement		0.00 18-1813-5200	43,317.27
<b>Detailed Description:</b> Silsby Good Buy Quote Attached Traffic Unit Replacement				

Authorized By: C. Thomas

<b>SUBTOTAL:</b>	43,317.27
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	43,317.27





## PRODUCT PRICING SUMMARY

GOODBUY 20-8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

20-08707

End User: CITY OF KERRVILLE

Prepared by: MICHAEL WILEY

Contact: MARY KREBS

Phone: 254-541-9061

Email:

Email: mwiley.silsbeefleet@gmail.com

Product Description: FORD PI UTILITY

Date: October 1, 2020

A. Bid Item: 46

A. Base Price: \$ 32,840.00

### B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
K8A	2021 UTILITY AWD	\$ -	55F	KEYLESS ENTRY	\$ 340.00
	3.3L FFV V6; 10-SPD AUTOMATIC	INCL	60A	GRILL WIRING	\$ 50.00
	CLOTH BUCKETS; VINYL BACK SEAT	INCL	61B	OBD2 SPLIT CONNECTOR	\$ 55.00
	RUBBER FLOOR; FRONT A/C	INCL			
	POWER WINDOWS AND LOCKS	INCL			
	AM/FM W.BLUETOOTH	INCL			
86T	TAIL LAMP HOUSING PREP	\$ 60.00			
17A	REAR A/C	\$ 610.00			
51R	DRIVER SIDE LED SPOTLIGHT	\$ 395.00			

Total of B. Published Options: \$ 1,510.00

Published Option Discount (5%) \$ (75.50)

### C. Additional Options [not to exceed 25%]

\$= -2.9 %

Options	Bid Price	Options	Bid Price
BLACK	COLOR	TRAFFIC UNIT	NOTE
120-150 DAYS TO DANA SAFETY	DELIVERY		
K8A17A PKG ADJUSTMENT	\$ (1,000.00)		

Total of C. Unpublished Options: \$ (1,000.00)

D. Floor Plan Interest (for in-stock and/or equipped vehicles):	\$ -
E. Lot Insurance (for in-stock and/or equipped vehicles):	\$ -
F. Subcontractor Equipment Price: DANA SAFETY PKG 359146-C	\$ 9,742.77
G. Additional Delivery Charge: 0 miles	\$ -
H. Subtotal:	\$ 43,017.27
I. Quantity Ordered 1 x K =	\$ 43,017.27
J. Trade in:	\$ -
K. GOODBUY Administrative Fee (\$300 per purchase order)	\$ 300.00
L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE	\$ 43,317.27

# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	359146-C
Customer No.	KERRVILLE

Bill To
KERRVILLE POLICE DEPARTMENT 429 SIDNEY BAKER KERRVILLE, TX 78028

Ship To
DANA SAFETY SUPPLY 6525 GOFORTH ST. HOUSTON, TX

Contact: MARY KREBS  
Telephone: 830-258-1303  
E-mail: MARY.KREBS@KERRVILLETX.GOV

Contact:  
Telephone:  
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/01/20	Ground		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Scott Beal			Scott Beal Houston	LT. MARY KREBS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	N	INFO KERRVILLE PD 2020 FORD PI UTILITY - TRAFFIC PROCELL Warehouse: FTWO      Vin #:		0.0000	0.00
1	1	Y	BLACK VEHICLE - NO WHITE ON DOORS OR ROOF ENFWB001KJ SOI Ford Explorer/PI Utility (2020) Split Front Warehouse: HOUS      Vin #:		805.1300	805.13
1	1	Y	DRIVER: RED/WHITE PASSENGER: BLUE/WHITE STEADY WHITE FOR TAKEDOWN ETSA482RSP SOI nERGY 400 SERIES DUAL TONE SIREN Warehouse: HOUS      Vin #:		487.8300	487.83
2	2	Y	FULL FEATURE 200 WATT DUAL TONE REMOTE SIREN ETSS100J SOI 100J Series Composite Speaker Warehouse: HOUS      Vin #:		164.8300	329.66
1	1	Y	EMPS1SLS3D mpower 3" Fascia Light w/ Stud Mount, 18" hard wire w Warehouse: HOUS      Vin #: DRIVER SIDE GRILL		83.1300	83.13

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# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	359146-C
Customer No.	KERRVILLE

## Bill To

KERRVILLE POLICE DEPARTMENT  
429 SIDNEY BAKER  
KERRVILLE, TX 78028

## Ship To

DANA SAFETY SUPPLY  
6525 GOFORTH ST.  
HOUSTON, TX

Contact: MARY KREBS  
Telephone: 830-258-1303  
E-mail: MARY.KREBS@KERRVILLETX.GOV

Contact:  
Telephone:  
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/01/20	Ground	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Scott Beal		Scott Beal Houston	LT. MARY KREBS		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	EMPS1SLS3E SOI mpower 3" Fascia Light w/ Stud Mount Warehouse: HOUS      Vin #: PASS. SIDE GRILL	83.1300	83.13
2	2	Y	MISC SOI: ENFS400AU-JJ NFORCE DUAL RED/BLUE Warehouse: HOUS      Vin #: CARGO WINDOWS	199.9800	399.96
1	1	Y	MISC SOI: ENFTC000LX REAR LIGHT BAR R/A AND B/A Warehouse: HOUS      Vin #: REAR HATCH OPENING - NOT THE DOOR - TOP OF THE OPENING	494.9800	494.98
2	2	Y	ELUC3H010E SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE/WHITE Warehouse: HOUS      Vin #: PASSENGER SIDE HEAD LIGHT HOUSING AND TAIL LIGHT HOUSING - FACTORY CUTOUTS. STEADY WHITE FOR ALLEY AND REVERSE.	63.1800	126.36
2	2	Y	ELUC3H010D SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/WHITE Warehouse: HOUS      Vin #: DRIVER SIDE HEAD LIGHT HOUSING AND TAIL LIGHT HOUSING - FACTORY CUTOUTS. STEADY WHITE FOR ALLEY AND REVERSE.	63.1800	126.36

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# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	359146-C
Customer No.	KERRVILLE

## Bill To

KERRVILLE POLICE DEPARTMENT  
429 SIDNEY BAKER  
KERRVILLE, TX 78028

## Ship To

DANA SAFETY SUPPLY  
6525 GOFORTH ST.  
HOUSTON, TX

Contact: MARY KREBS  
Telephone: 830-258-1303  
E-mail: MARY.KREBS@KERRVILLETX.GOV

Contact:  
Telephone:  
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/01/20	Ground		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Scott Beal			Scott Beal Houston	LT. MARY KREBS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	425-6505 JD 2020 PI UTILITY CONSOLE Warehouse: HOUS      Vin #:		288.0000	288.00
1	1	Y	425-3704 JOTTO DUAL INTERNAL CUP HOLDER Warehouse: HOUS      Vin #:		34.7300	34.73
1	1	Y	425-2250 JOTTO Side Sliding Armrest Warehouse: HOUS      Vin #:		45.0000	45.00
1	1	Y	425-6064 JD FACEPLATE FOR CONSOLE Warehouse: HOUS      Vin #:		0.0000	0.00
1	1	Y	425-6178 JD FACEPLATE FOR SOUND OFF 380 / 480 Remote head siren Warehouse: HOUS      Vin #:		0.0000	0.00
1	1	Y	P1000UJNT20AOSB PG PRO-CELL SINGLE COMPARTMENT 1/2 CAGE Warehouse: HOUS      Vin #: Includes: ½ or Full Partition, Transport Seat, Floor Pan, Pair Window Bars, Lower Extension Panel(s), Poly Center Divider, Poly Window Cargo Barrier, & Outboard Seat Belts		2,164.6800	2,164.68
1	1	Y	7160-1336 GJ PEDESTAL VEHICLE BASE FOR 2020+ FORD PIUT Warehouse: HOUS      Vin #:		103.8200	103.82

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# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	359146-C
Customer No.	KERRVILLE

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HOUSTON, TX

Contact: MARY KREBS  
Telephone: 830-258-1303  
E-mail: MARY.KREBS@KERRVILLETX.GOV

Contact:  
Telephone:  
E-mail:

Quote Date	Ship Via		F.O.B.		Customer PO Number		Payment Method		
10/01/20	Ground		QUOTED FREIGHT				NET30		
Entered By			Salesperson			Ordered By		Resale Number	
Scott Beal			Scott Beal Houston			LT. MARY KREBS			
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price	Extended Price	
1	1	Y	MISC VEHICLE TRANSPORT - ZERO ROAD MILES ALLOWED Warehouse: HOUS      Vin #:				350.0000	350.00	
1	1	Y	5025 BLUE SEA 6-CIRCUIT ST BLADE FUSE BLOCK WITH COVER Warehouse: HOUS      Vin #:				45.0000	45.00	
1	1	Y	5026 BLUESEA BLUE SEA 12-CIRCUIT ST BLADE FUSE BLOCK WITH COVER Warehouse: HOUS      Vin #:				50.0000	50.00	
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: HOUS      Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****				250.0000	250.00	
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HOUS      Vin #: RADAR, RADIO, ANTENNA, CAMERA SYSTEM AND CABLES ARE ALL WIRED AND INSTALLED BY ADVANTAGE COMMUNICATIONS				2,800.0000	2,800.00	
Approved By: _____									
<input type="checkbox"/> Approve All Items & Quantities									
Quote Good for 30 Days									

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Subtotal	9,067.77
Freight	675.00
Order Total	9,742.77



# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	359146-C
Customer No.	KERRVILLE

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KERRVILLE POLICE DEPARTMENT  
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HOUSTON, TX

Contact: MARY KREBS  
Telephone: 830-258-1303  
E-mail: MARY.KREBS@KERRVILLETX.GOV

Contact:  
Telephone:  
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method		
10/01/20	Ground		QUOTED FREIGHT		NET30		
Entered By		Salesperson		Ordered By		Resale Number	
Scott Beal		Scott Beal Houston		LT. MARY KREBS			
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price

Print Date	10/01/20
Print Time	01:42:14 PM
Page No.	1

Printed By: Scott Beal

Subtotal	9,067.77
Freight	675.00
Order Total	9,742.77



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

---

**SUBJECT:** Minutes for the City Council workshop held October 27, 2020.

**AGENDA DATE OF:** November 10,  
2020

**DATE SUBMITTED:** Sep 10, 2020

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20201110\\_Minutes\\_Council workshop 10-27-20 4pm.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>	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 October 27, 2020 at 4:00 p.m.

**RECOMMENDED ACTION:**

Approve minutes as presented.

**CITY COUNCIL MINUTES  
WORKSHOP, CAILLOUX CITY CENTER**

**OCTOBER 27, 2020 4:00 PM  
KERRVILLE, TEXAS**

**CALL TO ORDER:** On October 27, 2020, at 4:00 p.m., the Kerrville City Council Workshop was called to order by Mayor Bill Blackburn at the Cailloux City Center, 910 Main Street.

**COUNCILMEMBERS PRESENT:**

Bill Blackburn	Mayor
Judy Eychner	Mayor Pro Tem, Councilmember Place 3
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
Kim Meisner	Executive Director for General Operations

**VISITORS PRESENT:** No citizens were physically present during the workshop, nor were any citizens engaged through the Zoom webinar.

1. **PUBLIC COMMENT:** No person(s) signed up to provide comment.

Councilmember Delayne Sigerman made a motion that City Council adjourn into closed executive session under 551.071 (consultation with attorney) and 551.074 (personnel/officers). Councilmember Gary Cochrane seconded, and the motion passed 5-0.

**RECESS:** Mayor Blackburn recessed the workshop at 4:00 p.m.

**RECONVENE:** The workshop was reconvened in closed executive session by Mayor Blackburn in the Cailloux City Center upstairs conference room at 4:01 p.m.

2. **EXECUTIVE SESSION:**

*City Council may adjourn into executive (closed) 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 (deliberations regarding gifts), 551.074 (personnel/officers), 551.076 (deliberation regarding security devices), and 551.087 (business prospect/economic development) of Chapter 551 of the Texas Government Code. Council will discuss the following matters in executive session:*

2.A. City Manager annual evaluation (551.074).

2.B. Aerial pipe bridge Loop 534 (551.071).

The closed executive session adjourned, Council returned to open session at 5:00 p.m.

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

No action was taken in executive session or in open session.

**ADJOURN.**

The workshop was adjourned at 5:00 p.m.

APPROVED BY COUNCIL: \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Bill Blackburn, Mayor

\_\_\_\_\_  
Shelley McElhannon, City Secretary



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

---

**SUBJECT:** Minutes for the City Council meeting held October 27, 2020.

**AGENDA DATE OF:** November 10,  
2020

**DATE SUBMITTED:** Sep 14, 2020

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20201110\\_Minutes\\_Council regular meeting 10-27-20 6pm.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>	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 October 27, 2020 at 6:00 p.m.

**RECOMMENDED ACTION:**

Approve minutes as presented.

**CITY COUNCIL MINUTES  
REGULAR MEETING**

**KERRVILLE, TEXAS  
OCTOBER 27, 2020**

On October 27, 2020, at 6:00 p.m. the meeting was called to order by Mayor Bill Blackburn in the Cailloux City Center at 910 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	Councilmember, Mayor Pro Tem
Kim Clarkson	Councilmember
Gary Cochrane	Councilmember
Delayne Sigerman	Councilmember

**COUNCILMEMBER ABSENT:** None

**CITY EXECUTIVE STAFF:**

Mark McDaniel	City Manager
E.A. Hoppe	Deputy City Manager
Mike Hayes	City Attorney
Shelley McElhannon	City Secretary
Stuart Barron	Director of Public Works
Stuart Cunyus	Public Information Officer
Eric Maloney	Fire Chief

**VISITORS PRESENT:** A list of the citizens present during the meeting is on file in the City Secretary's Office for the required retention period. In addition, a Zoom webinar was offered.

Mayor Blackburn shifted the Presentations agenda items forward.

**2. PRESENTATIONS:**

2A. Kerrville Kindness award.

Mayor Blackburn presented the Kerrville Kindness award to the Kerrville Independent School District staff and teachers, which was received by representatives of the school district.

2B. Recognition of Fire Chief Dannie Smith.

Mark McDaniel presented a Certificate of Recognition to Fire Chief Dannie Smith for dedicated service to the citizens of Kerrville.

The following person(s) spoke:

- Dale Trees

**1. ANNOUNCEMENTS OF COMMUNITY INTEREST:**

Item of Interest to the Community was presented by Stuart Cunyus.



**2. PRESENTATIONS:**

Presentations were presented before Announcements of Community Interest (see above).

**3. VISITORS FORUM:**

The following person(s) spoke:

- Peggy McKay
- Jerry Wolff

Mike Hayes and Mark McDaniel provided comments related to the visitors forum.

**4. CONSENT AGENDA:**

Councilmember Gary Cochrane made a motion to approve the consent agenda items, and Councilmember Kim Clarkson seconded. The motion passed 5-0.

4A. Bill of Sale authorizing donation of Fire Department Brush Truck with the Turtle Creek Volunteer Fire Department.

4B. Resolution No. 22-2020. A Resolution canceling the regular meeting of the City Council scheduled for November 24, 2020.

4C. Resolution No. 23-2020. A Resolution canceling the regular meeting of the City Council scheduled for December 22, 2020.

4D. Purchase of four (4) AeroClave Decontamination Systems not to exceed \$60,759.44. (Councilmember Eychner noted that this purchase is grant funded).

4E. Minutes for the City Council workshop held October 13, 2020.

4F. Minutes for the City Council meeting held October 13, 2020.

4G. Minutes for the City Council special-called meeting held October 21, 2020.

**END OF CONSENT AGENDA**

**5. ORDINANCES, SECOND READING:**

5A. Ordinance No. 2020-21. Second reading. An Ordinance changing the zoning of an 1.93 acre property, more commonly known as 1478 State Highway 173 (Bandera Hwy); consisting of part of Lot 16, Block 2 of the Highpointe at Riverhill Subdivision; from a Single Family Zoning District (R-1) to a Neighborhood Commercial Zoning District (C-1); and providing other matters relating to this subject.

Shelley McElhannon read Ordinance No. 2020-21 caption into record.  
No citizens/persons spoke.

Councilmember Delayne Sigerman made a motion to approve Ordinance No. 2020-21 second reading, seconded by Councilmember Judy Eychner. The motion passed 5-0.

5B. Ordinance No. 2020-22. Second reading. An Ordinance changing the zoning for a portion of a subdivision, consisting of Lot 1, block 1, Arcadia Falls Estates, more commonly known as 2255 Arcadia Falls; from a Single Family Zoning District (R-1) to a Medium Density Zoning District (R-2); and providing other matters relating to this subject.

Shelley McElhannon read Ordinance No. 2020-22 caption into record.  
No citizens/persons spoke.

Councilmember Eychner made a motion to approve Ordinance No. 2020-22 second reading, seconded by Councilmember Cochrane. The motion passed 5-0.

**6. CONSIDERATION AND POSSIBLE ACTION:**

6A. Application for Downtown Sidewalk Café Seating: Humble Fork.

Shelley McElhannon read item 6A caption into record.  
Stuart Barron presented information and responded to questions. Mr. Barron noted the 'Sidewalk Seating' ordinance is in the process of being revised.

Councilmember Eychner made a motion to approve application for the Humble Fork downtown sidewalk café seating, seconded by Councilmember Sigerman. The motion passed 5-0.

6B. Briefing and possible action as to the City's ongoing preparedness and response to COVID-19 (Coronavirus).

Shelley McElhannon read item 6B caption into record.  
Fire Chief Eric Maloney presented information and responded to questions.

6C. Review of the declaration of local state of disaster due to a public health emergency, March 20, 2020.

Shelley McElhannon read item 6C caption into record.  
City Council's opportunity to discuss the declaration. City Council had no comments.

**7. ITEMS FOR FUTURE AGENDAS:** None

**8. EXECUTIVE SESSION:** None

**9. ACTIONS ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY:** N/A

**ADJOURN.** The meeting adjourned at 6:41 p.m.

APPROVED BY COUNCIL: \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Bill Blackburn, Mayor

\_\_\_\_\_  
Shelley McElhannon, City Secretary



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

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**SUBJECT:** Resolution No. 25-2020. A Resolution for a Conditional Use Permit (CUP) for Accessory Dwelling Unit and Short Term Rental on 3112 Riverside Drive.

**AGENDA DATE OF:** November 10, 2020      **DATE SUBMITTED:** Nov 04, 2020

**SUBMITTED BY:** Drew Paxton

**EXHIBITS:** [20201110\\_Resolution\\_25-2020 CUP 3112 Riverside Drive.pdf](#)  
[20201110\\_Exhibit B\\_Guest Notification.pdf](#)  
[20201105\\_Site Plan\\_3112 Riverside.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:**

Proposal

Public hearing, consideration, and action to recommend a resolution to allow a Conditional Use Permit for an Additional Dwelling Unit and to allow a Conditional Use Permit for Short Term Rental Units on Lots 3 and 4 Waters Edge Retreat; and more commonly known as 3112 Riverside Drive.

Procedural Requirements

9 letters were mailed on 9/17/2020 to adjacent property owners. The public notice was published in the Kerrville Daily Times on 9/10/2020. At the time of drafting this Agenda Bill, no comments had been received.

Staff Analysis and Recommendation

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-1 Single Family Residential

Existing Land Use: Vacant Land

Direction: North, South, West

Current Zoning: R-1 Single Family Residential

Existing Land Uses: Single Family Residences

Direction: East

Current Zoning: PD 09-08

Existing Land Uses: Commercial

Consistency with the Kerrville 2050 Comprehensive Plan:

The subject property and surrounding area are designated Transitional Residential (TR) and Community Commercial (CC) in the Kerrville 2050 Comprehensive Plan. Transitional Residential allows for small lot single family homes, single family detached homes, patio homes, townhomes, duplexes, condominiums and apartments. Community Commercial, primarily along Memorial Blvd, allows for retail and commercial uses. Since the underlying zoning is not changing, the request is consistent with the Kerrville 2050 Comprehensive Plan.

Thoroughfare Plan:

The subject property is located on a residential street.

Traffic Impact:

No traffic impact is anticipated.

Parking:

A Short Term Rental requires one (1) off street parking space per bedroom and one (1) additional off street parking space for a manager that does not live onsite. Parking requirements will be met during the final site design and approval process. If only the CUP for Additional Dwelling Unit is approved, two (2) spaces per dwelling unit required.

Case Summary:

The applicant is proposing to build a primary residential dwelling unit and an accessory dwelling unit and use both as Short Term Rentals.

The subject property is located within an R-1 zoning district. As such, the addition of an accessory dwelling unit, or second dwelling, requires a Conditional Use Permit. Short

Term Rental units within R-1 also require a Conditional Use Permit.

An accessory dwelling unit is defined in the zoning code as follows:

Dwelling Unit, Accessory: A room or set of rooms attached or detached to a building on the same lot as the single-family dwelling, established by permit and including a functioning kitchen and bathroom, and operates as a separate but secondary dwelling unit.

A Short Term Rental is defined in the zoning code as follows:

Short-Term Rental Unit: A facility, used for the purpose of providing short-term lodging for compensation, architecturally designed to look like a single-family dwelling, occupied concurrently as the residence for the owner, operator, or manager of the property, or providing separate lodging units such as cabins, guest homes, or similar residential-scale structures, with no more than six (6) bedrooms total on the property, and offering meals only to those who receive lodging, and providing that all bedrooms used as a permanent residence shall count toward the maximum six (6) bedrooms of the short-term rental unit.

Proposed CUP conditions have been drafted for consideration to address staff comments and any comments submitted by adjacent property owners and other interested citizens.

Recommendation:

Because both Conditional Use Permit requests are consistent with the Kerrville 2050 Comprehensive Plan, will meet all zoning regulations, and there is direct access to the river from the property as the primary local amenity, staff recommends approval with consideration and inclusion of the attached Proposed CUP Conditions. The Planning and Zoning Commission recommended the case for approval on October 1st with a unanimous vote.

**RECOMMENDED ACTION:**

Approve Resolution No. 25-2020.

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 25-2020**

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO AUTHORIZE A DWELLING, SINGLE-FAMILY DETACHED WITH ACCESSORY DWELLING UNIT; AND A CONDITIONAL USE PERMIT TO AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE PROPERTY CONSISTING OF LOTS 3 AND 4, WATERS EDGE RETREAT, A SUBDIVISION WITHIN THE CITY OF KERRVILLE, TEXAS; ADDRESSED AS 3112 RIVERSIDE DRIVE E.; SAID PROPERTY IS LOCATED WITHIN AN R-1 ZONING DISTRICT; AND MAKING SAID PERMITS SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN**

**WHEREAS**, the owner of the property addressed as 3112 Riverside Drive E. and graphically depicted on the site plan at **Exhibit A** (the "Property"), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of two Conditional Use Permits ("CUP(s)"); the first to authorize a dwelling, single-family detached with (an) accessory dwelling unit; and the second CUP, to authorize a short-term rental unit on the Property, which is located within an R-1 Single-Family Residential Zoning District; and

**WHEREAS**, the City Planning and Zoning Commission (the "Commission"), in compliance with state law and the Zoning Code of the City of Kerrville, Texas (Chapter 60, Code of Ordinances) ("Zoning Code"), and in particular, the procedures for obtaining CUPs; having given the requisite notices by United States mail, publication, and otherwise; and after holding a public hearing and affording a full and fair hearing to all of property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Commission recommends that City Council grant the CUPs applied for and referenced herein, subject to the special conditions and restrictions set out hereinafter on the Property;

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

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

**SECTION ONE.** A Conditional Use Permit is granted to permit the Property described as follows, and located within an R-1 Single-Family Residential Zoning District, to be developed and used for a Dwelling, Single-Family Detached with Accessory Dwelling Unit as that term is defined in and pursuant to the Zoning Code, such use subject to the provisions of this Resolution and other City ordinances and regulations:



**Legal Description:** Lots 3 and 4, Waters Edge Retreat, a subdivision within the City of Kerrville, Kerr County, Texas, and being graphically depicted on the site plan at **Exhibit A**.

**Address:** 3112 Riverside Drive E.

Hereinafter referred to as the “Property”.

**SECTION TWO.** A CUP is also granted to permit the Property, and each dwelling unit located thereon, to be developed and used for a Short-Term Rental Unit (“STRU(s)”) as that term is defined in and pursuant to the Zoning Code, and such use is subject to the provisions of this Resolution and other City ordinances and regulations.

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

- A. **Site Plan:** The development and use of the Property shall conform to the site plan attached as **Exhibit A**.
- B. **Guest Notification:** The owner or operator of the Property shall post a “guest notification” in a conspicuous place within the rental unit on the Property, said notification attached as **Exhibit B**.
- C. **Occupancy Taxes:** The owner or operator of the Property shall comply with the City’s occupancy tax requirements as found within Ch. 94, Division III, of the City’s Code of Ordinances.
- D. **Sign.** The Property may not use more than one non-illuminated, on-site sign, in conjunction with its STRUs. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii) freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceed six square feet in size and three feet in height. Any such sign shall comply with the City’s Sign Code.
- E. **Other Zoning Regulations:** The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as may be amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, the provisions of this Resolution will prevail.

**SECTION FOUR.** This Resolution and the CUPs granted herein are subject to termination, singularly or collectively, in accordance with the Zoning Code.

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

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

**SECTION SEVEN.** This Resolution is effective upon adoption.

**PASSED AND APPROVED ON this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2020.**

\_\_\_\_\_  
Bill Blackburn, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael C. Hayes, City Attorney

ATTEST:

\_\_\_\_\_  
Shelley McElhannon, City Secretary



## SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number \_\_\_\_\_

This guest house (short term rental) has been permitted by the City of Kerrville as a conditional use within a residential neighborhood and requires all guests to be aware of the following:

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

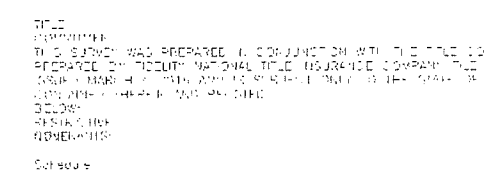
As a guest, please be aware of the proximity of your neighbors and be respectful of their right to privacy, a quiet environment, and unobstructed access to their property. Loud music, loud parties and excessive noise should be avoided. Parking should be limited to onsite parking spaces provided by guest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

If you should have any questions regarding this notification, please contact guest house management.

Thank you!

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

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

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**SUBJECT:** Resolution No. 26-2020. A Resolution for a Conditional Use Permit (CUP) for Short Term Rental on 201 Starkey Street.

**AGENDA DATE OF:** November 10, 2020      **DATE SUBMITTED:** Nov 04, 2020

**SUBMITTED BY:** Drew Paxton

**EXHIBITS:** [20201110\\_Resolution\\_26-2020 CUP 201 Starkey Street.pdf](#)  
[20201110\\_Exhibit B\\_Guest Notification.pdf](#)  
[20201105\\_Site Plan\\_201 Starkey.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:**

Proposal

Public hearing, consideration, and action to recommend a resolution to allow a Conditional Use Permit for Short Term Rental Unit on the northeast half of Lot 1 Block 7 Lowry Subdivision; and more commonly known as 201 Starkey Street.

Procedural Requirements

23 letters were mailed on 9/17/2020 to adjacent property owners. The public notice was published in the Kerrville Daily Times on 9/10/2020. At the time of drafting this Agenda Bill, no comments had been received.

Staff Analysis and Recommendation

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-1A Single Family Residential with Accessory Dwelling

Existing Land Use: Single Family Residence

Direction: North, South, West, East

Current Zoning: R-1A Single Family Residential with Accessory Dwelling

Existing Land Uses: Single Family Residences

Consistency with the Kerrville 2050 Comprehensive Plan:

The subject property and surrounding area are designated Transitional Residential (TR), Community Commercial (CC), Park and Open Space (PO), and Downtown (D) in the Kerrville 2050 Comprehensive Plan. Transitional Residential allows for small lot single family homes, single family detached homes, patio homes, townhomes, duplexes, condominiums and apartments. Community Commercial, primarily north of this location and closer to W Main St and Junction Hwy, allows for retail and commercial uses. Park and Open Space for this location are near Lowry Park, the Riverside Nature Center and other Guadalupe River amenities. This location is also in walking distance to the Downtown District, where allowable uses include retail, commercial, condominiums, apartments, offices, hotels, entertainment centers, service and office uses. Since the underlying zoning is not changing for the subject property, the request is consistent with the Kerrville 2050 Comprehensive Plan.

Thoroughfare Plan:

The subject property is located on a residential street.

Traffic Impact:

No traffic impact is anticipated.

Parking:

A Short Term Rental requires one (1) off street parking space per bedroom and one (1) additional off street parking space for a manager that does not live onsite. This rental has two (2) bedrooms and no onsite manager so three (3) off street parking spaces are required. The applicant has identified three (3) available off street parking spaces on the attached Site Plan. Parking requirements can be met.

Case Summary:

The applicant is proposing to use an existing home as a Short Term Rental.

The subject property is located within an R-1A zoning district. As such, a Short Term



Rental requires a Conditional Use Permit.

A Short Term Rental is defined in the zoning code as follows:

Short-Term Rental Unit: A facility, used for the purpose of providing short-term lodging for compensation, architecturally designed to look like a single-family dwelling, occupied concurrently as the residence for the owner, operator, or manager of the property, or providing separate lodging units such as cabins, guest homes, or similar residential-scale structures, with no more than six (6) bedrooms total on the property, and offering meals only to those who receive lodging, and providing that all bedrooms used as a permanent residence shall count toward the maximum six (6) bedrooms of the short-term rental unit.

Required legal and public notices have been sent. Proposed CUP conditions have been drafted for consideration to address staff comments and any comments submitted by adjacent property owners and other interested citizens.

The applicant has identified the following amenities as in close proximity to the proposed Short Term Rental: Lowry Park Trailhead (River Trail); Riverside Nature Center; Grape Juice Restaurant; Guadalupe River; Arcadia Theater; Historic Downtown Kerrville; Kerrville Farmer's Market; Kerrville Urban Trail System; Pint & Plow Brewery; Louis Hays Park; Kerr Arts & Culture Center; Cailloux Theater; and the H.E. Butt Public Library.

Recommendation:

Because the Conditional Use Permit request is consistent with the Kerrville 2050 Comprehensive Plan, will meet all zoning regulations, and there are numerous amenities in close proximity to this proposed Short Term Rental location, staff recommends approval with consideration and inclusion of the attached Proposed CUP Conditions. The Planning and Zoning Commission recommended the case for approval on October 1st with a unanimous vote.

**RECOMMENDED ACTION:**

Approve Resolution No. 26-2020.

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 26-2020**

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE PROPERTY CONSISTING ON A PORTION OF LOT 1, BLOCK 6, LOWRY ADDITION, A SUBDIVISION WITHIN THE CITY OF KERRVILLE, TEXAS; ADDRESSED AS 201 STARKEY STREET; SAID PROPERTY IS LOCATED WITHIN AN R-1A ZONING DISTRICT; AND MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN**

**WHEREAS**, the owner of the property addressed as 201 Starkey Street and graphically depicted on the location map at **Exhibit A** (the "Property"), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit ("CUP") to authorize a short-term rental unit on the Property, which is located within an R-1A Single-Family Residential with (an) Accessory Dwelling Unit Zoning District; and

**WHEREAS**, the City Planning and Zoning Commission (the "Commission"), in compliance with state law and the Zoning Code of the City of Kerrville, Texas (Chapter 60, Code of Ordinances) ("Zoning Code"), and in particular, the procedures for obtaining a CUP; having given the requisite notices by United States mail, publication, and otherwise; and after holding a public hearing and affording a full and fair hearing to all of property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Commission recommends that City Council grant the CUP applied for and referenced herein, subject to the special conditions and restrictions set out hereinafter on the Property;

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

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

**SECTION ONE.** A Conditional Use Permit is granted to permit the Property described as follows, and located within an R-1A Single-Family Residential with Accessory Dwelling Unit Zoning District, to be developed and used for a Short-Term Rental Unit ("STRU") as that term is defined in and pursuant to the Zoning Code, such use subject to the provisions of this Resolution and other City ordinances and regulations:

**Legal Description:** Lots 3 and 4, Waters Edge Retreat, a subdivision within the City of Kerrville, Kerr County, Texas, and being graphically depicted on the site plan at

**Exhibit A.**

**Address:** 201 Starkey Street.

Hereinafter referred to as the “Property”.

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

- A. Guest Notification:** The owner or operator of the Property shall post a “guest notification” in a conspicuous place within the rental unit on the Property, said notification attached as **Exhibit B**.
- B. Occupancy Taxes:** The owner or operator of the Property shall comply with the City’s occupancy tax requirements as found within Ch. 94, Division III, of the City’s Code of Ordinances.
- C. Sign.** The Property may not use more than one non-illuminated, on-site sign, in conjunction with its STRU. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii) freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceed six square feet in size and three feet in height. Any such sign shall comply with the City’s Sign Code.
- D. Other Zoning Regulations:** The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as may be amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, the provisions of this Resolution will prevail.

**SECTION THREE.** This Resolution and the CUPs granted herein are subject to termination, singularly or collectively, in accordance with the Zoning Code.

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

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

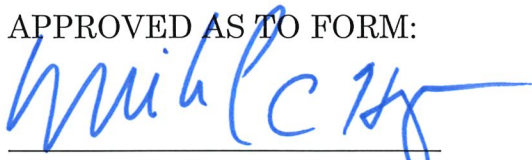
portions thereof.

**SECTION SIX.** This Resolution is effective upon adoption.

**PASSED AND APPROVED ON this the \_\_\_\_ day of \_\_\_\_\_, A.D.,  
2020.**

\_\_\_\_\_  
Bill Blackburn, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael C. Hayes, City Attorney

ATTEST:

\_\_\_\_\_  
Shelley McElhannon, City Secretary



## SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number \_\_\_\_\_

This guest house (short term rental) has been permitted by the City of Kerrville as a conditional use within a residential neighborhood and requires all guests to be aware of the following:

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

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

If you should have any questions regarding this notification, please contact guest house management.

Thank you!

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







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

**SUBJECT:** Ordinance No. 2020-23. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, which adopted zoning regulations, use districts, and a zoning map in accordance with the City's Comprehensive Plan, such chapter more commonly known as the City's Zoning Code; by changing the zoning and classification of a portion of the property generally located east of and adjacent to State Highway 16 South, south of Riverhill Boulevard, and comprising approximately 172.56 acres, said property's zoning previously amended by Ordinance No. 2020-03; from a Medium Density Residential Zoning District (R-2) to a Residential Estate Zoning District (RE); amending the Comprehensive Plan (Kerrville 2050) to make it consistent with such amendment; providing a cumulative clause; providing for severability ; providing an effective date; ordering publication; and providing other matters relating to the subject.

**AGENDA DATE OF:** November 10, 2020      **DATE SUBMITTED:** Nov 04, 2020

**SUBMITTED BY:** Drew Paxton

**EXHIBITS:** [20201110\\_Ordinance\\_2020-23 Zoning Change 2601 Medina Hwy.pdf](#)  
[20201110\\_Exhibit A\\_2601 Medina Hwy.pdf](#)  
[20201105\\_Exhibit A Map\\_2601 Medina Hwy.pdf](#)

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

Proposal

Public hearing, consideration, and action to recommend an ordinance to change the

zoning from R-2 Medium Density Residential District to RE Residential Estates District on approximately 172.56 acres a portion out of Nathaniel Hoyt Survey No. 147, Abstract No. 178 a portion out of John A Southmayd Survey No. 148, Abstract No. 288; and generally located east of Medina Highway and south of Riverhill Boulevard.

#### Procedural Requirements

56 letters were mailed on 9/17/2020 to adjacent property owners. The public notice was published in the Kerrville Daily Times on 9/10/2020. At the time of drafting this Agenda Bill, no comments had been received.

#### Staff Analysis and Recommendation

##### Adjacent Zoning and Land Uses:

##### Subject Property

Current Zoning: R-2 Medium Density Residential

Existing Land Uses: Vacant Land

Direction: North

Current Zoning: R-1 Single Family Residential

Existing Land Uses: Single Family Residential

Direction: South

Current Zoning: R-1 Single Family Residential

Existing Land Uses: Vacant Land

Direction: West

Current Zoning: County/ETJ

Existing Land Uses: Large Lot Single Family Detached Homes

Direction: East

Current Zoning: PI Public and Institutional

Existing Land Uses: Kerrville-Schreiner Park

##### Consistency with the Kerrville 2050 Comprehensive Plan:

The subject property is currently zoned R-2 Medium Density Residential which is most consistent with Transitional Residential (TR) within the Kerrville 2050 Comprehensive Plan. Transitional Residential allows for small lot homes, single family detached homes, patio homes, townhomes, duplexes, condominiums and apartments. Directly north of the subject property are K2050 zoning designations for Preservation Residential (PR), designating the primary land use as single family detached homes, patio homes, townhomes, and

other single-family attached dwellings, along with Neighborhood Residential (NR), allowing primarily single-family detached homes. Land directly west of the subject property is designated as Estate Residential (ER), consisting primarily of large lot single family housing, and to the south, land designated for Agriculture & Outdoor Tourism (AOT), with primary uses of agriculture, outdoor tourism such as camping, hunting, and other nature based recreational activities, as well as single family detached homes. The request for RE Residential Estate zoning on a majority of the property and to retain R-2 zoning on a portion of the property furthest away from existing and future single family residential homes is consistent with the Kerrville 2050 Plan.

**Thoroughfare Plan:**

The subject property is located adjacent to Medina Hwy (Hwy 16), a primary arterial.

**Traffic Impact:**

No traffic impact is anticipated. Safe property ingress and egress will be designed and incorporated into the project as development plans are designed and approved.

**Parking:**

All parking requirements of the zoning code shall be met, therefore, adequate parking will be provided at the time of site design and construction.

**Case Summary:**

Current property zoning is R-2 medium density residential. In general, R-2 allows for single-family detached homes, patio homes, townhomes, duplexes, certain public and institutional uses, and activities allowed subject to the approval of a Conditional Use Permit. The applicant is requesting to rezone a majority of the property to RE Residential Estate, where the minimum lot size is one acre, thus significantly reducing the density of any future housing developments. The portion of the site requested to remain R-2 Medium Density residential is proposed for the south end of the property, where it would be located furthest away from existing single family detached homes.

**Recommendation:**

Because applicant is proposing to reduce overall housing density and the request is consistent with current zoning and future K2050 zoning, it seems reasonable to grant this zoning change request. Based on these circumstances and the consistency with the Kerrville 2050 Plan, staff recommends the zoning change request. The Planning and Zoning Commission recommended the case for approval on October 1st with a unanimous vote.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2020-23 on first reading.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2020-23**

**AN ORDINANCE AMENDING CHAPTER 60 OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS, WHICH ADOPTED ZONING REGULATIONS, USE DISTRICTS, AND A ZONING MAP IN ACCORDANCE WITH THE CITY'S COMPREHENSIVE PLAN, SUCH CHAPTER MORE COMMONLY KNOWN AS THE CITY'S ZONING CODE; BY CHANGING THE ZONING AND CLASSIFICATION OF A PORTION OF THE PROPERTY GENERALLY LOCATED EAST OF AND ADJACENT TO STATE HIGHWAY 16 SOUTH, SOUTH OF RIVERHILL BOULEVARD, AND COMPRISING APPROXIMATELY 172.56 ACRES, SAID PROPERTY'S ZONING PREVIOUSLY AMENDED BY ORDINANCE NO. 2020-03; FROM A MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT (R-2) TO A RESIDENTIAL ESTATE ZONING DISTRICT (RE); AMENDING THE COMPREHENSIVE PLAN (KERRVILLE 2050) TO MAKE IT CONSISTENT WITH SUCH AMENDMENT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT**

**WHEREAS**, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing held before the City Council on November 10, 2020, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in the change of a zoning district for a portion of a property generally located east of and adjacent to State Highway 16 South and south of Riverhill Boulevard; such change to result in the removal of the property from a Medium Density Residential Zoning District (R-2) to placement within a Residential Estate Zoning District (RE); and

**WHEREAS**, on November 10, 2020, City Council held a public hearing on the zoning change referenced above pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

**SECTION ONE.** The Zoning Code for the City of Kerrville, Texas, as enacted by City Council and effective October 1, 2019 and included within Chapter 60 of the Code of Ordinances of the City of Kerrville, Texas, and the *Official Zoning Map* be and the same are hereby amended to designate the following described property zoned as a Residential Estate Zoning District (RE):

**Being 172.56 acres of land comprising, approximately, 169.36 acres out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, and 3.20 acres out of John A. Southmayd Survey No. 148, Abstract No. 288, within the City of Kerrville, Kerr County, Texas; part of 225.69 acres conveyed to Medina River Estates, LLC from 2HM Real Estate Company, LLC in a Special Warranty Deed with Vendor's Lien recorded in File No. 18-00421 Deed Records of Kerr County, Texas; more particularly described and depicted at Exhibit A, attached hereto and made a part hereof for all purposes, and hereafter referred to as the "Property."**

**SECTION TWO.** 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 THREE.** The City Manager or designee is authorized and directed to amend the City's Comprehensive Plan (*Kerrville 2050*), together with its *Future Land Use Map*, as necessary to make it consistent with the amendment(s) to the Zoning Code authorized by this Ordinance, to include changing the designation of the Property on said map to "Estate Residential."

**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, to include Ordinance No. 2020-03, are expressly repealed to the extent of any such inconsistency or conflict.

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

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

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

**PASSED AND APPROVED ON FIRST READING, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2020.**

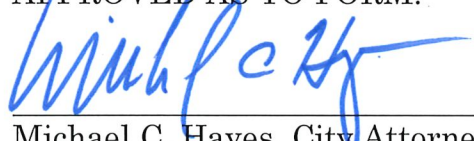
**PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_ of \_\_\_\_\_, A.D., 2020.**

\_\_\_\_\_  
Bill Blackburn, Mayor

ATTEST:

\_\_\_\_\_  
Shelley McElhannon, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael C. Hayes, City Attorney

**FIELD NOTE DESCRIPTION OF A 172.56 ACRE PARCEL  
BEING WITHIN AND PART OF THE TUSCANY LAND, LTD.  
PROPERTY ON STATE HIGHWAY NO. 16 IN THE CITY  
OF KERRVILLE, KERR COUNTY, TEXAS**

Being 172.56 acres of land comprising, approximately, 169.36 acres out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, and 3.20 acres out of John A. Southmayd Survey No. 148, Abstract No. 288, within the City of Kerrville, Kerr County, Texas; part of 225.69 acres conveyed to Medina River Estates, LLC from 2HM Real Estate Company, LLC in a Special Warranty Deed with Vendor's Lien recorded in File No. 18-00421 Deed Records of Kerr County, Texas; more particularly described by its metes and bounds as follows:

*(NOTE: The following courses are based on a RTK/GNSS survey conducted on the ground, N.A.D.83 datum, Texas State Plane Coordinates, South Central Zone reduced to horizontal ground distances expressed in U.S. Survey feet. Where record or deed courses differ from the surveyed values, the record value is shown in parenthesis)*

**BEGINNING** at a 1/2 inch steel rod found in the southeast right-of-way line of Texas State Highway No. 16 for the northwest corner of the herein described tract, the southwest corner of Block 1, Riverhill No. 11, replat recorded in Volume 6, Page 350, Plat Records, Kerr County, Texas; from which point a 1/2 inch diameter steel rod marking the northwest corner of said Block 1, Riverhill No. 11 bears N18°09'32"E, 300.0 feet;

**THENCE** along the southwesterly line of said Riverhill No. 11, S71°49'52"E (S71°49'28"E), at 74.86 feet passing a 1/2 inch diameter steel rod marking the southwest corner of Lot 4 of said Block 1, at 150.00 feet passing a 1/2 inch diameter steel rod marking the southwest corner of Lot 5 of said Block 1, in total 304.96 feet, (305.07 feet) parallel to a wrought iron fence to a 1/2 inch diameter steel rod marking the southeast corner of Lot 6, Block 1;

**THENCE** along the easterly line of said Lot 6, Block 1, N18°33'18"E, 49.97 feet (N18°03'56"E, 50.00 feet) to a 1/2 inch diameter steel rod marking the southwesterly terminus of the right-of-way of Green Tree Lane, a 60.00 foot wide public street;

**THENCE** S81°52'00"E, 60.52 feet (S81°49'40"E, 60.91 feet) to a 1/2 inch diameter steel rod with plastic cap stamped "VOELKEL" marking the southeasterly terminus of said Green Tree Lane at a point of intersection with the westerly line of Lot 21, Block 2 of said subdivision;

**THENCE** southerly along the said westerly line of Lot 21, Block 2, S18°08'08"W, 50.03 feet (S18°03'56"W, 50.00 feet) to a 1/2 inch diameter steel rod marking the southwest corner of said Lot 21, Block 2;

**THENCE** southeasterly along the southerly line of Lots 21 and 20, Block 2, of said subdivision, S71°46'00"E, 162.70 feet (S71°50'19"E, 162.65 feet) to a 1/2 inch diameter steel rod with plastic cap stamped "MDS" marking the common corner of said Lot 20 and Lot 19 of said Block 2;



TBPLS FIRM NO. 10194410  
PHONE: 830.217.7100  
[WWW.WELLBORNENGINEERING.COM](http://WWW.WELLBORNENGINEERING.COM)

631 WATER STREET  
KERRVILLE, TX 78028



**THENCE** southeasterly along and with an intermittent wrought iron and wire fence and the southwesterly lines of Lots 19, 18, 17, 16, 15 and Lot 14,  $S62^{\circ}45'06''E$  ( $S62^{\circ}50'45''E$ ), at 371.16 feet pass a 1/2 inch diameter steel rod marking the common corners between Lot 15 and Lot 14 of said Block 2, in total 465.98 feet, (466.07 feet) to a 1/2 inch diameter steel rod marking the southeast corner of said Lot 14, Block 2 being at a point of intersection with the westerly line of Lot 13R, Block 2 of said subdivision;

**THENCE** southwesterly along and with a wire fence and the southwesterly line of said Lot 13R, Block 2,  $S27^{\circ}00'37''W$ , 59.73 feet ( $S27^{\circ}01'06''W$ , 59.85 feet) to a 1/2 inch diameter steel rod marking the southwesterly corner of said Lot 13R for a reentrant corner of the herein described parcel;

**THENCE** southeasterly along and with a wire fence line and the southwesterly line of said Lot 13R,  $S62^{\circ}46'27''E$ , 221.79 feet ( $S62^{\circ}51'53''E$ , 221.79 feet) to a 1/2 inch diameter steel rod marking the common corner between said Lot 13R and Lot 12, Block 2 of said subdivision;

**THENCE** continuing southeasterly with said wire fence line and the southwesterly line of said Lot 12, Block 2,  $S73^{\circ}16'47''E$ , 30.72 feet ( $S73^{\circ}09'48''E$ , 30.48 feet) to a 1/2 inch diameter steel rod;

**THENCE** continuing southeasterly with the wire fence,  $S73^{\circ}10'55''E$ , 63.12 feet ( $S73^{\circ}09'12''E$ , 63.26 feet) to a 1/2 inch diameter steel rod marking the southeast corner of said Lot 12, Block 2 of said subdivision for a reentrant corner of the herein described parcel;

**THENCE** northerly with the wire fence line along the southeasterly line of said Lot 12, Block 2 of said subdivision  $N17^{\circ}08'54''E$ , 59.18 feet ( $N16^{\circ}59'24''E$ , 59.28 feet) to a 1/2 inch diameter steel rod marking the southeast corner of a 14 foot wide drainage easement dedicated in Volume 947, Page 534 Official Public Records, Kerr County, Texas;

**THENCE** continuing with the wire fence line along the southeasterly line of said Lot 12, Block 2 of said subdivision  $N17^{\circ}13'46''E$  ( $N17^{\circ}11'54''E$ ), at 184.12 passing a 1/2 inch diameter steel rod marking the southeast corner of said Lot 11 of said Block 2, in total 349.82 feet (349.78 feet), to the northeast corner of said Lot 11, Block 2, identical to the southwest corner of Lot 8, Block D, Riverhill No. 1, as recorded in Volume 4, Page 22, Plat Records, Kerr County, Texas;

**THENCE** southeasterly along the southwesterly line of said Lot 8, Block D with a wire fence line  $S73^{\circ}06'21''E$ , 125.00 feet ( $S73^{\circ}12'44''E$ , 124.81 feet), to a 1/2 inch diameter steel rod marking the southwesterly terminus of the westerly right-of-way line of Hickory Hills Drive, a 50.00 foot wide public street;

**THENCE** across said southwesterly right-of-way of Hickory Hills Drive and said wire fence line,  $S74^{\circ}38'41''E$ , 49.93 feet ( $S74^{\circ}38'21''E$ , 50.07 feet) to a 1/2 inch diameter steel rod marking southeasterly terminus of said Hickory Hills Drive identical to the southwest corner of Lot 1, Block H of said Riverhill No. 1;

**THENCE** continuing with the wire fence line along the southwesterly line of said Lot 1, Block H,  $S75^{\circ}19'01''E$ , 190.77 feet ( $S75^{\circ}24'35''E$ , 190.65 feet), to a 1/2 inch diameter steel rod found marking the common corner between said Lot 1 and Lot 2, Block H of said subdivision;

**THENCE** following along the wire fence on the southeasterly line of said Lot 2, Lot 3 and Lot 4 of said Block H, S83°43'48"E (S83°46'15"E), at 129.82 feet pass a 1/2 inch diameter steel rod found marking the common corner between said Lot 2 and Lot 3 of said Block H, in total 456.83 feet (457.08 feet), to a 1/2 inch diameter steel rod found marking the southeast corner of said Lot 4, being at a point of intersection with the westerly right-of-way line of Ridgewood Lane, a 50 foot wide public street;

**THENCE** along the said westerly right-of-way of Ridgewood Lane, S12°24'04"W, 60.21 feet (S12°29'46"W, 60.06 feet), to a 1/2 inch diameter steel rod found marking the point of curvature in said westerly right-of-way of Ridgewood Lane;

**THENCE** 29.23 feet (28.05 feet) along the arc of a curve concave to the northwest thru a central angle of 7°22'26" (7°03'02"), said curve having a radius of 227.15 feet (227.15 feet) the chord of which bears S16°06'32"W, 29.21 feet (S16°16'26"W, 27.93 feet), to a 1/2 inch diameter steel rod with plastic cap stamped "VOELKEL" for a reentrant corner of the herein described parcel;

**THENCE** southeasterly across said Ridgewood Lane S70°44'42"E, 49.54 feet (S70°12'03"E, 50.00 feet), to a 1/2 inch diameter steel rod marking the southeasterly right-of-way of said Ridgewood Lane found at a point of intersection with the northwest line of Lot 2, Riverhill Estates No. 3 as recorded in Volume 4, Page 114, Plat Records, Kerr County, Texas;

**THENCE** southwesterly with the westerly line of said Lot 2, Riverhill Estates No. 3 along the easterly right-of-way of said Ridgewood Lane 120.88 feet (121.66 feet) along the arc of a curve concave to the northwest thru a central angle of 24°59'20" (25°09'04"), said curve having a radius of 277.15 feet (277.15 feet) the chord of which bears S32°22'10"W, 119.92 feet (S32°22'29"W, 120.69 feet) to a 1/2 inch diameter steel rod found marking the point of tangency of said curve;

**THENCE** continuing along said easterly right-of-way and westerly line of said Lot 2, S45°02'08"W, 98.46 feet (S44°57'01"W, 98.46 feet), to a 1/2 inch diameter steel rod found marking the common corner between said Lot 2 and Lot 3 of said Riverhill Estates No. 3 a reentrant corner of the herein described tract;

**THENCE** along the southwesterly line of said Lot 3, S49°19'36"E, 179.90 feet (S49°22'53"E, 180.02 feet), to a 1/2 inch diameter steel rod found marking the common corner between said Lot 3 and Lot 4 of said Riverhill Estates No. 3;

**THENCE** along the southwesterly line of said Lot 4, S49°20'08"E, 199.78 feet (S49°23'27"E, 199.67 feet), to a 1/2 inch diameter steel rod found marking the common corner between said Lot 4 and Lot 5 of said Riverhill Estates No. 3;

**THENCE** along the southwesterly line of said Lot 5, S49°04'08"E, 78.22 feet (S49°12'32"E, 78.20 feet), to a 1/2 inch diameter steel rod found marking the southeast corner of Lot 5 of said Riverhill Estates No. 3 being at a point of intersection with the northwest line of that certain 8.57 acre tract of D.R. Wilson according to the Warranty Deed, recorded in Volume 1149, Page 121, Deed Records, Kerr County, Texas



**THENCE** southwesterly along a wire fence line between said 8.57 acre tract, and the herein described parcel, S44°55'24"W, 398.92 feet (*S44°51'12"W, 398.59 feet*) to a 1/2 inch diameter steel rod found marking the southwest corner of said 8.57 acre tract, at a point of intersection with the northeasterly line of a 500 acre tract conveyed to the City of Kerrville from Texas Parks and Wildlife Department by Deed, recorded in Volume 1334, Page 43, Deed Records, Kerr County, Texas, herein described tract;

**THENCE** northwesterly with a wire fence line along the northeasterly line of said 500 acre tract N44°56'31"W, 292.59 feet (*S45°04'10"W, 292.50 feet*) to a 1/2 inch diameter steel rod found marking a reentrant corner of the herein described tract;

**THENCE** southwesterly continuing along a wire fence line between said 500 acre tract and the herein described parcel, S44°56'45"W, 1396.95 feet (*S44°53'05"W, 1397.12 feet*), to a 5 inch cedar post marking an angle point in said line;

**THENCE** continuing southwesterly with the wire fence line, S47°37'09"W, 296.86 feet (*S74°39'40"W, 297.03 feet*), to a 10 inch cedar post marking an angle point in said line;

**THENCE** continuing along the wire fence line between said 500 acre tract and the herein described parcel, S16°02'06"W (*S15°56'25"W*), 734.95 feet, to an unmarked point being the southeastern corner of the herein described tract;

**THENCE** westerly over open pasture across said 225.69 acre tract, N73°57'54"W, 364.15 feet to an unmarked point;

**THENCE** S53°54'56"W, 1429.24 feet to an unmarked point;

**THENCE** S83°21'47"W, 833.30 feet to an unmarked point;

**THENCE** S66°01'00"W, 319.09 feet, to a concrete TxDOT monument found in the east right-of-way line of Texas State Highway No. 16, marking the southwest corner of the herein described tract;

**THENCE** northeasterly between said easterly right-of-way line of Highway No. 16 and the herein described tract with a wire fence line the following courses each point marked with a found concrete TxDOT monument:

N03°12'36"E, 559.19 feet (*N03°08'27"E, 559.23 feet*);  
N26°59'47"E, 275.49 feet (*N26°54'50"E, 275.58 feet*);  
N17°13'16"E, 315.09 feet (*N17°13'42"E, 314.97 feet*);  
N17°34'43"E, 65.50 feet (*N17°13'42"E, 65.57 feet*);  
N37°20'34"E, 700.23 feet (*N37°15'25"E, 700.04 feet*);  
N26°09'46"E, 101.72 feet (*N26°09'13"E, 101.86 feet*);  
N36°28'22"E, 1799.97 feet (*N36°24'01"E, 1799.95 feet*);  
N38°13'12"E, 241.18 feet (*N38°12'35"E, 241.27 feet*);  
N38°20'10"E, 271.29 feet (*N38°12'35"E, 271.06 feet*) and

THENCE continuing northerly along the wire fence line, N18°12'03"E, 161.09 feet (N18°07'08"E, 160.79 feet), along the said right-of-way of Highway No. 16 to the POINT of BEGINNING the whole of which contains 172.56 acres more or less.

Based upon a survey conducted on the ground  
Under my direction and supervision May - October, 2020

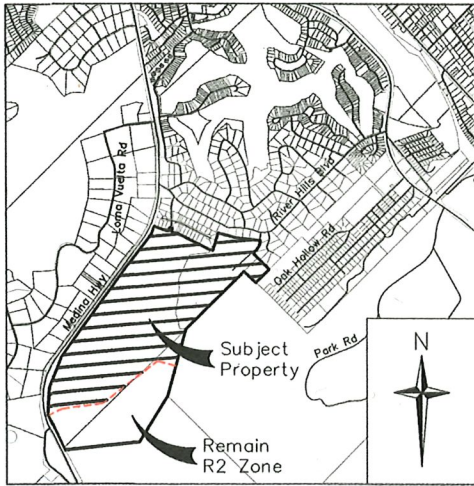


Dated: 09/10/2020

R. Scott McClintock, Sr.  
Registered Professional Land Surveyor  
State of Texas  
Registration No. 5907

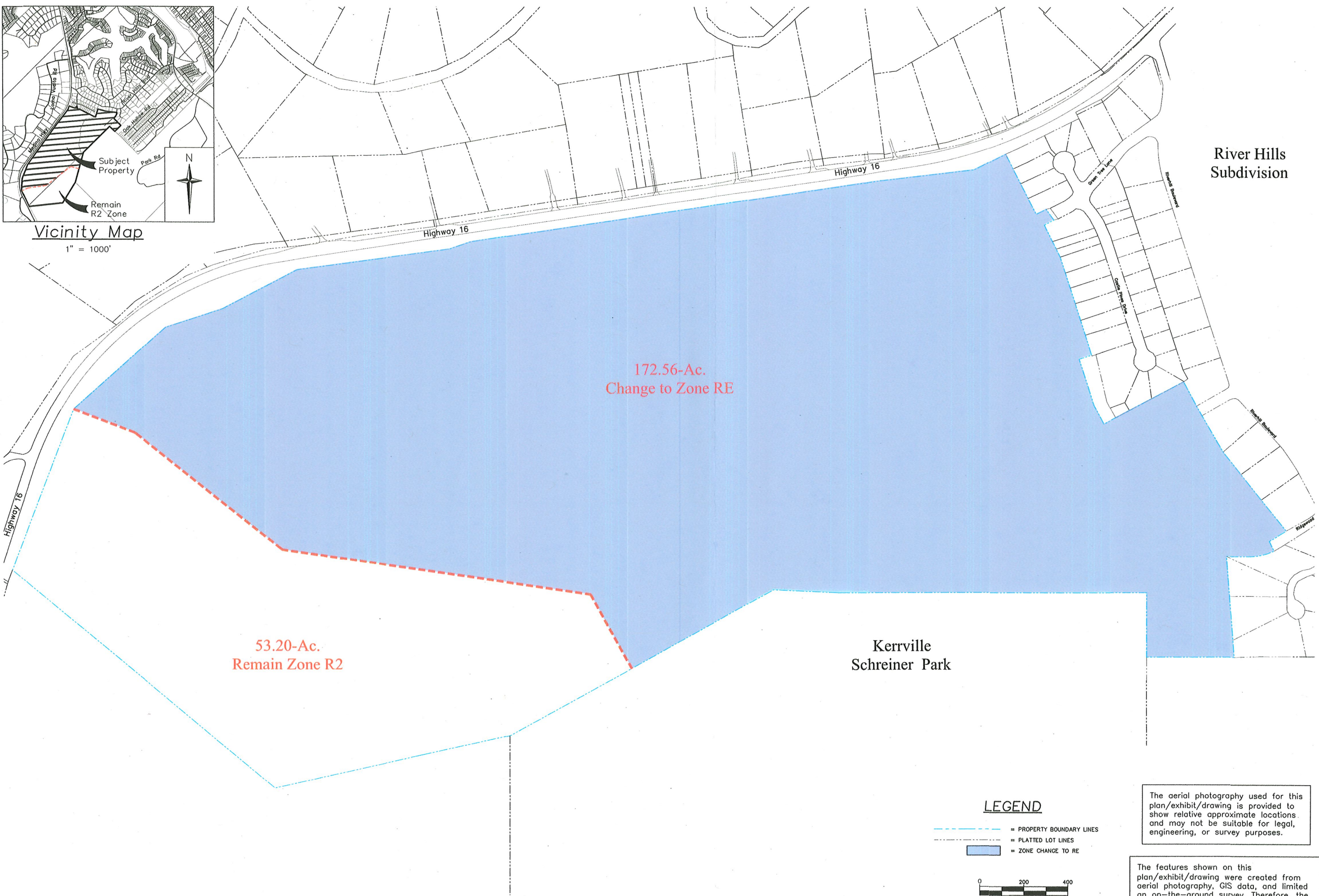






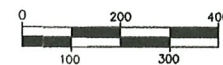
Vicinity Map

1" = 1000'



LEGEND

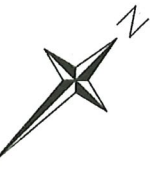
- = PROPERTY BOUNDARY LINES
- = PLATTED LOT LINES
- = ZONE CHANGE TO RE



SCALE: 1"=200'

The aerial photography used for this plan/exhibit/drawing is provided to show relative approximate locations and may not be suitable for legal, engineering, or survey purposes.

The features shown on this plan/exhibit/drawing were created from aerial photography, GIS data, and limited on-the-ground survey. Therefore, the distances, dimensions, locations, elevations, and quantities identified on this sheet are only approximate.



**WELLBORN**  
ENGINEERING & SURVEYING

631 Water Street  
Kerrville, TX 78028  
Phone: 830-217-7100  
Texas Registration No. F-7761

[WESlbomengineering.com](http://WESlbomengineering.com)

This document is released for interim purposes only. It is incomplete and may not be used for regulatory approval, permit, or construction.  
Michael WESlbom,  
P.E.  
License # 88685

Zoning Change Exhibit

for  
Vintage Heights

2601 Medina Highway  
Kerrville, Texas

Revisions	No.	Date	Description
	1	9.4.2020	Zoning Change Exhibit

Scale  
1"=200' for 22"x34" sheets

WES Project No.  
WES-19-005

Sheet No.

**EX1**





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

**SUBJECT:** Ordinance No. 2020-24. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, which adopted zoning regulations, use districts, and a zoning map in accordance with the City's Comprehensive Plan, such chapter more commonly known as the City's Zoning Code; by changing the zoning and classification of the property being Lot 3AR, Block One, Overstreet Park, a subdivision within the City of Kerrville, Texas and more commonly known as 1421 Junction Highway (SH 27); from being part of a planned development district established by Ordinance No. 2004-19, to a Light Commercial Zoning District (C-2) providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject.

**AGENDA DATE OF:** November 10,  
2020

**DATE SUBMITTED:** Nov 04, 2020

**SUBMITTED BY:** Drew Paxton

**EXHIBITS:** [20201110\\_Ordinance\\_2020-24 Zoning Change 1421 Junction Hwy.pdf](#)  
[20201110\\_Exhibit A\\_1421 Junction Hwy.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>	D3. Maintain and support small businesses with a local identity
<b>Action Item</b>	N/A

**SUMMARY STATEMENT:**

Proposal

Public hearing, consideration, and action to recommend an ordinance to change the zoning from PDD Planned Development District to C-2 Light Commercial District on Lot

3-AR Block 1 Overstreet Park Subdivision; and generally located 1421 Junction Hwy.

#### Procedural Requirements

11 letters were mailed on 9/17/2020 to adjacent property owners. The public notice was published in the Kerrville Daily Times on 9/10/2020. At the time of drafting this Agenda Bill, no comments had been received.

#### Staff Analysis and Recommendation

##### Adjacent Zoning and Land Uses:

##### Subject Property

Current Zoning: PDD 2004-19

Existing Land Uses: Former Fuddruckers Restaurant

Direction: North

Current Zoning: C-2 Light Commercial, C-3 General Commercial, R-2 Medium Density Residential

Existing Land Uses: Retail, Used Cars, Office, Medium Density Housing

Direction: South

Current Zoning: N/A

Existing Land Uses: Nimitz Lake

Direction: West

Current Zoning: C-2 Light Commercial

Existing Land Uses: Restaurant, Car Wash, Oil Change, Laundromat

Direction: East

Current Zoning: PDD 2004-19, C-2 Light Commercial

Existing Land Uses: Retail, Starbucks, Fast Food

##### Consistency with the Kerrville 2050 Comprehensive Plan:

The subject property is located within Strategic Catalyst Area 3 (SCA 3) of the Kerrville 2050 Comprehensive Plan. The focus of SCA 3 is on mixed use, riverfront developments. Applicant is proposing a restaurant and brewery that will utilize the existing building with restaurant service overlooking Nimitz Lake from an existing deck. The brewery is not allowed under the current Planned Development District (PD 2004-19), however, the K2050 comprehensive plan encourages this type of development along the riverfront. The intended use, and thus the zoning change, is consistent with the Kerrville 2050



Comprehensive Plan.

Thoroughfare Plan:

The subject property is located adjacent to Junction Hwy (Hwy 27), a primary arterial.

Traffic Impact:

No traffic impact is anticipated. Safe property ingress and egress already exist at this location.

Parking:

All parking requirements of the zoning code shall be met. As having been a previous restaurant, adequate parking already exists.

Case Summary:

Applicant has purchased the former Fuddruckers building and parking lot and is planning a restaurant and brewery. The current Planned Development District does not allow for the brewery use, so the applicant has requested a zoning change from PD 2004-19 to C-2 Light Commercial, where a microbrewery is permitted.

Surrounding current uses along Junction Hwy (Hwy 27) are primarily C-2 Light Commercial and C-3 General Commercial. This zoning change request would be consistent with current zoning. Additionally, the K2050 Strategic Catalyst Area 3 guidelines encourage this type of development along the riverfront.

Having already been used as a restaurant in the past, there is adequate parking and safe ingress and egress to and from Junction Hwy (Hwy 27) are also already in place.

Recommendation:

Because the requested zoning change is consistent with current zoning and future K2050 Strategic Catalyst Area 3 recommendations, it seems reasonable to grant this zoning change request. Based on these circumstances and the consistency with the Kerrville 2050 Plan, staff recommends the zoning change request. The Planning and Zoning Commission recommended approval on October 1st with a unanimous vote.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2020-24 on first reading.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2020-24**

**AN ORDINANCE AMENDING CHAPTER 60 OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS, WHICH ADOPTED ZONING REGULATIONS, USE DISTRICTS, AND A ZONING MAP IN ACCORDANCE WITH THE CITY'S COMPREHENSIVE PLAN, SUCH CHAPTER MORE COMMONLY KNOWN AS THE CITY'S ZONING CODE; BY CHANGING THE ZONING AND CLASSIFICATION OF THE PROPERTY BEING LOT 3AR, BLOCK ONE, OVERSTREET PARK, A SUBDIVISION WITHIN THE CITY OF KERRVILLE, TEXAS, AND MORE COMMONLY KNOWN AS 1421 JUNCTION HIGHWAY (SH 27); FROM BEING PART OF A PLANNED DEVELOPMENT DISTRICT ESTABLISHED BY ORDINANCE NO. 2004-19, TO A LIGHT COMMERCIAL ZONING DISTRICT (C-2); PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT**

**WHEREAS**, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing held before the City Council on November 10, 2020, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in the change of a zoning district for a portion of a property known as 1421 Junction Highway (SH 27) (Lot 3AR, Block 1, Overstreet Park); such change to result in the removal of the property from a Planned Development District, as established by Ordinance No. 2004-19, to placement within a Light Commercial Zoning District (C-2); and

**WHEREAS**, on November 10, 2020, City Council held a public hearing on the zoning change referenced above pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

**SECTION ONE.** The Zoning Code for the City of Kerrville, Texas, as enacted by City Council and effective October 1, 2019 and included within Chapter 60 of the Code of Ordinances of the City of Kerrville, Texas, and the *Official Zoning Map* and Ordinance No. 2004-19, be and the same are hereby amended to designate the following described property zoned as a Light Commercial Zoning District (C-2):

**All that certain tract or parcel of land, lying and being situated within the City of Kerrville, Texas, and being Lot 3AR, Block One, of Overstreet Park, a subdivision of Kerr County, Texas; more particularly described and depicted at Exhibit A, attached hereto and made a part hereof for all purposes, and hereafter referred to as the "Property."**

**SECTION TWO.** 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 THREE.** The provisions of this Ordinance are cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance, to include Ordinance No. 2004-19, are expressly repealed to the extent of any such inconsistency or conflict.

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

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

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

PASSED AND APPROVED ON FIRST READING, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2020.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_ of \_\_\_\_\_, A.D., 2020.

\_\_\_\_\_  
Bill Blackburn, Mayor

ATTEST:

\_\_\_\_\_  
Shelley McElhannon, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael C. Hayes, City Attorney





## Location Map

Case # 2020-052

Location:  
1421 Junction Hwy

### Legend

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



0 50 100 200

Scale In Feet

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



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

---

**SUBJECT:** Ordinance No. 2020-25. An Ordinance amending the City's Fiscal Year 2020 and Fiscal Year 2021 budgets to account for the transfer of excess funds, the receipt of additional revenue, and to make other amendments as provided herein.

**AGENDA DATE OF:** November 10,  
2020

**DATE SUBMITTED:** Nov 04, 2020

**SUBMITTED BY:** Amy Dozier

**EXHIBITS:** [20201110\\_Ordinance\\_2020-25 Budget amend FY20-21.pdf](#)  
[20201110\\_Ordinance\\_Attachment A.pdf](#)  
[20201110\\_Ordinance\\_Financial Presentation.pdf](#)

---

<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

---

<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:**

See attached financial presentation and budget amendment detail.

**RECOMMENDED ACTION:**

Approve Ordinance 2020-25 on first reading.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2020-25**

**AN ORDINANCE AMENDING THE CITY'S FISCAL YEAR 2020  
AND FISCAL YEAR 2021 BUDGETS TO ACCOUNT FOR THE  
TRANSFER OF EXCESS FUNDS, THE RECEIPT OF  
ADDITIONAL REVENUE, AND TO MAKE OTHER  
AMENDMENTS AS PROVIDED HEREIN**

**WHEREAS**, Ordinance No. 2019-21, as approved upon second reading on September 24, 2019, adopted the Fiscal Year 2020 Budget for the City of Kerrville, Texas; and

**WHEREAS**, Ordinance No. 2020-16, as approved upon second reading on September 8, 2020, adopted the Fiscal Year 2021 Budget for the City of Kerrville, Texas; and

**WHEREAS**, since March 2020, and the beginning of the pandemic, the City has experienced lower than budgeted revenues; and

**WHEREAS**, in response to an anticipated decrease in revenues, the City implemented mid-year budget reductions and applied for grant funding; and

**WHEREAS**, at the end of Fiscal Year 2020, the City's financial stabilization efforts proved successful such that operating funds ended the year with excess fund balance because revenue decreases were less severe than expected, the City's budget cuts significantly reduced expenses, and the City received COVID related grant funding; and

**WHEREAS**, the City needs to amend its Fiscal Year 2020 Budget, before closing the fiscal year, and Fiscal Year 2021 Budget accordingly; and

**WHEREAS**, City Council finds that amending the City's Fiscal Year 2020 and Fiscal Year 2021 Budgets are in the best interest of the citizens of the City of Kerrville;

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

In accordance with Section 8.06 of the City Charter, the Official Budgets for Fiscal Year 2020 and Fiscal Year 2021 are amended as set forth in **Attachment A**.

**PASSED AND APPROVED ON FIRST READING, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2020.**

PASSED AND APPROVED ON SECOND AND FINAL READING, this  
the \_\_\_\_ day of \_\_\_\_\_, A.D., 2020.

\_\_\_\_\_  
Bill Blackburn, Mayor

APPROVED AS TO FORM:



\_\_\_\_\_  
Michael C. Hayes, City Attorney

ATTEST:

\_\_\_\_\_  
Shelley McElhannon, City Secretary



Attachment A  
City of Kerrville  
FY2020 and FY2021 Budget Amendments

Fund	Account #	Account Name	Debit	Credit	Budget Year
<b>1. Transfer or use excess fund balances at the end of Fiscal Year 2020:</b>					
General Fund	01-0100-9018	Transfer Out - Asset Replacement	1,451,030		FY2020
Asset Replacement	18-7001	Transfer In - General Fund		1,451,030	FY2020
General Fund	01-0100-9070	Transfer Out - Capital Projects	1,825,000		FY2020
Capital Projects	70-7001	Transfer In - General Fund		1,825,000	FY2020
Water Fund	02-0200-9019	Transfer Out - Asset Replacement	100,000		FY2020
Asset Replacement	19-7002	Transfer In - Water Fund		100,000	FY2020
General Fund	various	Compensation - One-time discretionary pay	317,000		<b>FY2021</b>
General Fund	various	Compensation - reinstate Public Safety step plan	48,000		<b>FY2021</b>
Water Fund	various	Compensation - One-time discretionary pay	54,000		<b>FY2021</b>
Garage Fund	various	Compensation - One-time discretionary pay	6,000		<b>FY2021</b>
Development Services Fund	various	Compensation - One-time discretionary pay	15,100		<b>FY2021</b>
<b>2. To record grants received and spent during FY2020:</b>					
Grant Fund	85-6713	Police - Grants/Donation		55,712	FY2020
Grant Fund	85-6719	Covid-19 Grants		1,399,180	FY2020
Grant Fund	85-6782	Grant - Recycle		25,000	FY2020
Grant Fund	85-8513-0000	Salaries And Wages	933,324		FY2020
Grant Fund	85-8513-0001	Overtime	60,883		FY2020
Grant Fund	85-8513-0004	Longevity	5,009		FY2020
Grant Fund	85-8513-0005	Certification Pay	17,772		FY2020
Grant Fund	85-8513-0009	Other Pay	4,140		FY2020
Grant Fund	85-8513-0101	Social Security	75,177		FY2020
Grant Fund	85-8513-0102	Retirement	105,452		FY2020
Grant Fund	85-8513-0103	Group Insurance	130,617		FY2020
Grant Fund	85-8513-1100	Tools And Equipment	6,187		FY2020
Grant Fund	85-8513-5320	Technology Equipment	49,525		FY2020
Grant Fund	85-8530-9001	Transfer Out - General Fund	66,805		FY2020
Grant Fund	85-8562-3140	Recycling Services	25,000		FY2020
<b>3. To record transfer to Capital Projects for Airport t-hangar project:</b>					
General Fund	01-0100-9070	Transfer Out - Capital Projects	27,825		FY2020
Capital Projects Fund	70-7001	Transfer In - General Fund		27,825	FY2020

Attachment A  
City of Kerrville  
FY2020 and FY2021 Budget Amendments

Fund	Account #	Account Name	Debit	Credit	Budget Year
<b>4. To close out HOT Reserve Fund:</b>					
HOT Reserve Fund	16-1600-9020	Transfer Out - HOT Fund	3,340		FY2020
HOT Fund	20-7016	Transfer In - HOT Reserve		3,340	FY2020
<b>5. To re-budget for a FY2019 budgeted purchase that was not received until October 2019 (FY2020)</b>					
Water Asset Replacement Fund	19-1900-5300	Machinery-Tools-Equipment	28,550		FY2020
<b>6. To budget for EIC project agreements approved and signed in FY2020:</b>					
EIC Fund	40-4000-4355	Project Contribution	1,931,530		FY2020
<b>7. To budget for the Library Endowment Fund received in FY2020:</b>					
Library Endowment Fund	83-8300-3105	Legal Services	2,250		FY2020
Library Endowment Fund	83-8300-3110	Investment Services	6,000		FY2020
Library Endowment Fund	83-8300-3190	Other Professional Services	890		FY2020
<b>8. To budget for additional Insurance Reserve Fund revenues and expenditures:</b>					
Insurance Reserve Fund	90-6920	Reimbursement - Vehicles / Equipment		15,515	FY2020
Insurance Reserve Fund	90-6921	Reimbursement - Buildings / Structures		48,850	FY2020
Insurance Reserve Fund	90-9000-2000	Building & Structure Maintenance	2,000		FY2020
Insurance Reserve Fund	90-9000-3105	Legal Services	38,000		FY2020
Insurance Reserve Fund	90-9000-3190	Other Professional Services	15,500		FY2020
Insurance Reserve Fund	90-9000-5320	Technology Equipment	5,600		FY2020
Insurance Reserve Fund	90-9000-9018	Transfer Out - Asset Replacement	3,800		FY2020



# **Financial update for the Year Ended September 30, 2020**

**City Council Meeting  
November 10, 2020**



# General Fund Summary

<b>Fund</b>	<b>Total FY2020 Budget</b>	<b>FY2020 Actual</b>	<b>Better / (Worse) than Budget</b>	<b>FY2019 Actual</b>	<b>Change from FY2019</b>
<b>General Fund</b>					
Revenues					
Property Tax	\$ 9,922,412	\$ 9,984,974	\$ 62,562	\$ 9,578,673	\$ 406,301
Sales Tax	7,470,865	7,675,474	204,609	7,297,167	378,307
Other Revenue	11,368,800	10,648,230	(720,570)	10,891,635	(243,404)
Total Revenue	28,762,077	28,308,678	(453,399)	27,767,475	541,204
Expenditures	28,762,077	24,559,369	4,202,708	27,725,596	(3,166,227)
Net	\$ -	\$ 3,749,310	\$ 3,749,310	\$ 41,879	\$ 3,707,431

- Overall, revenues during the pandemic have been down, but better than anticipated
- Budget cuts and CARES Act Funding resulted in lower than budgeted expenditures for the year

# General Fund Revenues

	Original Budget	April Projection	YTD Actual	Difference from Budget	Difference from April Projection
<b>Revenues:</b>					
Property Tax	9,922,412	9,906,826	9,984,974	62,562	78,148
Sales Tax	7,470,865	6,588,607	7,675,474	204,609	1,086,867
EMS	2,825,400	2,358,217	2,316,310	(509,090)	(41,907)
Municipal Court	592,600	186,915	278,134	(314,466)	91,219
Recreation Revenue	664,728	389,634	646,885	(17,842)	257,251
All Other	7,286,073	7,077,162	7,406,901	120,828	329,739
<b>TOTAL</b>	<b>28,762,077</b>	<b>26,507,361</b>	<b>28,308,678</b>	<b>(453,399)</b>	<b>1,801,317</b>

- **As previously discussed, sales tax has performed well through out the pandemic and even exceeded budget for the year**
- **EMS, Municipal Court and Recreation Revenue were all less than budget, but Recreation Revenue rebounded significantly after KSP reopened**
- **All Other Revenue includes a \$67K grant from Health & Human Services related to EMS, and better than anticipated Solid Waste surcharge fees**



# General Fund Expenditures

Department	Original Budget	YTD Actual	Better than Budget	Notes
Police	6,294,078	5,861,362	432,716	Salary, training, travel, supply and maintenance savings
Fire	8,401,498	8,115,668	285,831	EMS medical billing savings, reduced EMS overtime
Parks & Recreation	3,162,010	2,703,991	458,019	canceled events, closures, salary savings, deferred maintenance
Streets	3,523,144	2,373,407	1,149,737	deferred maintenance
All Other	7,381,347	6,904,121	477,226	hiring chill, pay cuts, reduced travel & training, deferred purchases
Total Expenditures	28,762,077	25,958,549	2,803,528	
Less: CARES Funding		(1,399,180)		
Total after CARES Funding	28,762,077	24,559,369	4,202,708	

- **Budget cuts including maintenance deferrals, a hiring chill, executive salary cuts, reduced travel, reduced training and canceled events, created budget savings of \$2,870,333. Changes to the Street Department's paving plan created the largest savings. The proposed budget amendment reinstates the paving funding by moving \$ 1,250,000 to a Streets project fund.**
- **The City has requested CARES Act funding for reimbursement of \$1.3M related to Patrol Officer salaries.**



# Water Fund Summary

Fund	Total FY2020 Budget	FY2020 Actual	Better / (Worse) than Budget	FY2019 Actual	Change from FY2019
<b>Water Fund</b>					
Revenues					
Water Sales	\$ 6,487,507	\$ 6,261,541	\$ (225,966)	\$ 5,276,364	\$ 985,176
Sewer Sales	5,525,753	5,532,873	7,120	5,333,128	199,745
Reuse Sales	154,181	162,610	8,429	85,654	76,956
Other Revenue	868,153	1,018,645	150,492	1,047,850	(29,206)
Total Revenue	13,035,594	12,975,669	(59,925)	11,742,998	1,232,672
Expenditures	13,035,594	12,493,396	542,198	12,128,675	364,721
Net	\$ -	\$ 482,273	\$ 482,273	\$ (385,678)	\$ 867,951

- **Water sales were lower than budget partially due to reduced commercial consumption during the pandemic. FY2020 was the first year using a new consumption model that has now been tweaked some for FY2021.**
- **Other Revenue is better than budget due to sale of new meters, requested services, and tap fees.**
- **Expenditures are lower than budget due to savings on chemicals, electricity, salaries and maintenance.**

# Other Funds Summary

<b>Fund</b>	Total FY2020 Budget	FY2020 Actual	Better / (Worse) than Budget	FY2019 Actual	Change from FY2019
<b>Development Services Fund</b>					
Revenues					
Permits & Fees	\$ 688,870	\$ 910,995	\$ 222,125	\$ 645,065	\$ 265,929
Transfer In	237,422	178,611	(58,810)	708,688	(530,077)
Total Revenue	926,292	1,089,605	163,315	1,353,753	(264,148)
Expenditures	926,292	877,078	49,214	1,236,196	(359,118)
Net	-	212,527	212,528	117,557	94,970
<b>Golf Fund</b>					
Revenues					
Recreation	917,537	868,894	(48,642)	843,521	25,373
Transfer In	80,000	80,000	-	80,000	-
Total Revenue	997,537	948,894	(48,642)	923,521	25,373
Expenditures	997,537	945,204	52,332	969,303	(24,099)
Net	-	3,690	3,690	(45,782)	49,472
<b>Hotel Occupancy Tax Fund</b>					
Revenues	1,458,500	1,195,121	(263,379)	1,444,571	(249,450)
Expenditures	1,458,500	1,175,485	283,015	1,287,002	(111,517)
Net	\$ -	\$ 19,636	\$ 19,636	\$ 157,569	\$ (137,932)





# Fund Analysis

## Development Services Fund

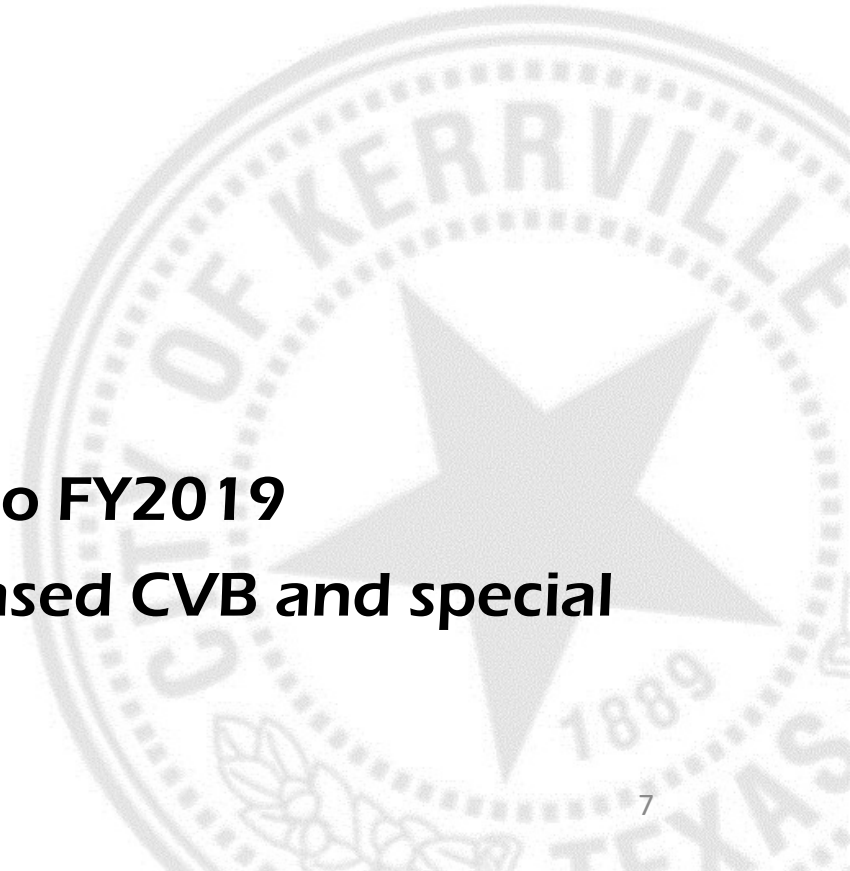
- Revenues were better than budget due to major projects (HEB, KISD, The Landing, Arcadia, Starbucks, etc.)

## Golf Fund

- The Golf Fund broke even on a cash basis

## Hotel Occupancy Tax Fund

- Occupancy tax was down 17% compared to FY2019
- The revenue decrease was offset by decreased CVB and special event expenditures



# Budget Amendment

## 1. To account for surplus transfers and expenditures:

### GENERAL FUND

Transfer to Asset Replacement - Brush Truck	79,000	
Transfer to Asset Replacement - Lucas Device	24,000	
Transfer to Asset Replacement - Ambulance PowerLoad system	27,000	
Transfer to Asset Replacement - IT Items	21,030	
Transfer to Asset Replacement - Streets Paver	500,000	
Transfer to Asset Replacement - Reserved for future purchases	800,000	
Total Transfer to Asset Replacement	1,451,030	FY2020 Budget Amendment
Transfer to Capital Projects - Streets	1,250,000	
Transfer to Capital Projects - Base Map	75,000	
Transfer to Capital Projects - Reserved for future projects	500,000	
Total Transfer to Capital Projects	1,825,000	FY2020 Budget Amendment
One-time payment to full time employees	317,000	FY2021 Budget Amendment
Reinstate Public Safety Step Plans on 4/1/2021	48,000	FY2021 Budget Amendment
Total Compensation Adjustments	365,000	
<b>TOTAL GENERAL FUND</b>	<b>3,641,030</b>	

### WATER FUND

Transfer to Capital Projects - Vac-Con Truck	100,000	FY2020 Budget Amendment
One-time payment to full time employees	54,000	FY2021 Budget Amendment
<b>TOTAL WATER FUND</b>	<b>154,000</b>	

### GARAGE FUND

One-time payment to full time employees	6,000	FY2021 Budget Amendment
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### DEVELOPMENT SERVICES FUND

One-time payment to full time employees	15,100	FY2021 Budget Amendment
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# Budget Amendment

## **1. To account for surplus transfers and expenditures:**

- Proposed purchases include ONE TIME capital expenditures purchased through the Asset Replacement Fund or Capital Projects Fund.
- Money transferred to the Asset Replacement Fund or Capital Projects Fund is used for items that meet the criteria for those funds.
- Individual purchases over \$50,000 must be approved by Council.
- Council approves the budget for the Asset Replacement Fund and Capital Projects Fund as part of the normal budget process.
- The proposed payment to employees is a one-time discretionary payment to full time employees equal to 2% of their salary. Employees did not receive merit or COLA raises for FY2021.
- Step adjustments for Public Safety personnel were not included in the FY2021 budget. This amendment proposes reinstating step plan adjustments beginning on April 1<sup>st</sup>.

# Budget Amendment

## 2. To account for Grants received and spent:

Texas Department of Emergency Mgmt - CARES Funding	1,332,375
Health & Human Services - COVID EMS Lost Revenue Grant	66,805
Office of the Governor - Narcotics Analyzer Grant	49,525
AACOG - Household Hazardous Waste Event	25,000
Department of Justice - Ballistic Body Armor	6,187
Total Grant Funding	<hr/> 1,479,892

## 3. To record \$27,825 transfer from General Fund to Capital Projects Fund for Airport T-Hangar Project

## 4. Transfer \$3,340 from HOT Reserve Fund to HOT Fund to close out fund following Arcadia Renovations

## 5. To re-budget \$28,550 for a Water Production generator budgeted in FY2019, but received in October 2019





# Budget Amendment

**6. To budget for EIC project agreements approved in FY2020 (amounts represent FY2020 spending only):**

**\* Killdeer Mountain Manufacturing: \$ 1,817,862**

**\* Doyle School: \$ 113,668**

**7. To budget for \$9,140 in professional services expenditures related to the Library Endowment Fund that was transferred to the City in FY2020**

**8. To budget for \$64,365 in additional claims reimbursement received and \$64,900 in unbudgeted expenditures in the Insurance Reserve Fund during FY2020**



# **Council Questions or Comments?**





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

---

**SUBJECT:** Master Project Agreement with Core & Main for the purchase and installation of data collector, software and training, and metering supplies for the City's Advanced Metering Infrastructure (AMI) project.

**AGENDA DATE OF:** November 10, 2020      **DATE SUBMITTED:** Sep 21, 2020

**SUBMITTED BY:** Julie Behrens

**EXHIBITS:** [20201110\\_Agreement\\_Core Main AMI Project.pdf](#)  
[20200921\\_Core & Main Quote AMI Project.pdf](#)  
[20201002\\_Core & Main\\_Sole Source.pdf](#)  
[20201110\\_Consideration\\_AMI Presentation.pdf](#)

---

<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$158,400.86	\$210,000.00	\$210,000.00	71-7100-5500

**PAYMENT TO BE MADE TO:** Core & Main

---

<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	F - Public Facilities and Services
<b>Guiding Principle</b>	W10. Expand ongoing education efforts regarding water issues
<b>Action Item</b>	W10.2 - Educate the public on current water and sewer usage

---

**SUMMARY STATEMENT:**

This agreement includes the purchase and installation of one (1) data collector, software and training, and all metering supplies to be installed by City staff as part of Phase I of the Advanced Metering Infrastructure (AMI) project. The AMI project is part of the FY2021 CIP budget. AMI will allow Utility Billing staff to receive daily meter reads in the office via cloud-based software rather than via monthly physical reads. AMI reads will be generated multiple times each day and will help with early detection of water leaks, allow staff to notify customers of potential leaks, and offer the capability of real-time reporting.

This purchase is exempt from bid requirements for 2 reasons:

1. The City's metering system is supplied by Neptune. This purchase will be replacing a portion of the system with updated technology. In order to properly communicate with the existing parts of the system, Neptune parts are required. From a purchasing standpoint, this is considered a "captive replacement" purchase that is exempt from bidding.

2. Core & Main is a sole source distributor of Neptune products for metering infrastructure, including meters, registers, antennas, meter boxes, etc. Core & Main supports current meter reading technology and will conduct training, conversion, and support for new software as part of the AML project.

**RECOMMENDED ACTION:**

Authorize City Manager to sign agreement.





City of Kerrville

Master Project Agreement

Core & Main LP  
13790 Judson Rd  
San Antonio, TX 78233

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Appendix C	Reserved
Appendix D	Warranty
<i>Exhibit D-1</i>	<i>Manufacturers’ Warranties</i>



## Master Project Agreement

**This Master Project Agreement** (as hereinafter defined, this “Agreement”) dated as of November 15, 2020 between Core & Main LP f/k/a HD Supply Waterworks, Ltd., a Florida limited partnership (as hereinafter defined, “Core & Main”), and The City of Kerrville, Texas (as hereinafter defined, “Client”).

1. **Purpose and Scope.** The Agreement is a Master Project Agreement to provide certain Work to Client. Core & Main agrees to undertake the necessary Work as specified in this Agreement, and Client agrees to take all actions that are identified in this Agreement and to pay Core & Main in the manner contemplated by this Agreement. This Agreement consists of the text set forth herein and the text set forth in each Appendix to this Agreement that is executed and delivered by the Parties. The Appendices checked below are the only Appendices that have been executed and delivered by the Parties as part of this Agreement (provided, however, that Exhibits that are part of a stated Appendix also shall be part of this Agreement):

- ☒ Appendix A--Procurement, Installation and Management Contract
- ☐ Appendix B--Reserved
- ☐ Appendix C--Reserved
- ☒ Appendix D--Warranty

2. **Definitions and Terminology.** When used in this Agreement or in any of its attachments, the following capitalized terms shall have the respective meanings as follows:

“Agreement” shall mean this Master Project Agreement, to include all Appendices and Exhibits.

“AWWA” shall mean the American Water Works Association

“AMR” shall mean Automatic Meter Reading

“AMI” shall mean Advanced Metering Infrastructure

“Client” shall mean The City of Kerrville Texas together with its successors.

“Factory Installation Recommendation” shall mean guidelines for installation procedures given by the manufacturer of the equipment.

“Financing Contract” shall mean any separate financing agreement that may be executed and delivered by the Parties as contemplated by Appendix C to this Agreement, but only to the extent that Section 1 of this Agreement shall indicate that Appendix C applies to this Agreement. No Financing Contract delivered pursuant to this Agreement shall constitute a part of this Agreement, and this Agreement does not constitute a part of any Financing Contract executed and delivered by the Parties.

“Force Majeure” shall mean conditions beyond the reasonable control, or not the result of willful misconduct or negligence of the Party, including, without limitation acts of God, storms, extraordinary weather, acts of government units, strikes or labor disputes, fire, explosions, thefts, vandalism, riots, acts of war or terrorism, non-price related unavailability of Project Materials and Supplies, and unavailability of fuel.

“Hazardous Materials” are any materials, substances, chemicals, and wastes recognized as hazardous or toxic (or other interchangeable terms of equal meaning) under applicable laws, regulations, rules, ordinances, and any governmental or authoritative body having jurisdiction over the execution of this Agreement and its attachments.

“Core & Main” shall mean Core & Main LP., a limited partnership, together with its successors.

“Installation Contract” shall mean the Procurement, Installation, and Management Contract attached to this Agreement as Appendix A, but only to the extent that the Parties have executed and delivered such Appendix A.

“Manufacturer Defect” shall mean any fault or defect in materials or workmanship that manifests itself during the Warranty Period and is covered by the manufacturer’s warranty.

“Manufacturer’s Warranty Period” shall have the meaning set forth in Appendix D to this Agreement.

“Party” shall mean either Core & Main or Client.

“Project” shall mean the work to be performed by Core & Main or its subcontractors as described in this Agreement.

“Project Materials and Supplies” shall mean the materials and equipment specified in Appendix A.

“RF” shall be interchangeable with the term Radio Frequency.

“State” shall mean the State of Texas in which Client is located.

“Third Party” shall mean a person or entity other than Client or Core & Main.

“Utility Service Area” shall mean the geographic area where the Project will be installed and the Work (and, if applicable, the Services) will be performed. This geographic area shall be specifically defined as Kerrville Texas and any other geographic areas including Client’s system that Core & Main, in its discretion, shall approve in writing for inclusion in the Utility Service Area.

“Warranty Period” shall have the meaning set forth in Appendix D to this Agreement.

“Work” shall mean all work required for the completion of Core & Main’s obligations under this Agreement, including, to the extent that the Parties execute and deliver the Installation Contract attached hereto as Appendix A, the installation Work contemplated by the Installation Contract.

**3. Term.** The Term of this Agreement shall begin on the commencement date as listed in the opening paragraph and, unless earlier terminated in the manner contemplated by this Agreement, shall endure for the period specified in Appendix A. Notwithstanding the foregoing, either Party may terminate this Agreement and the Services and Work described herein by giving the other Party sixty (60) days prior written notice of its termination of this Agreement. No such termination shall have the effect of terminating any Financing Contract between the Parties if there are any amounts outstanding in respect of such Financing Contract.

**4. Core & Main’s Responsibility.** Core & Main shall provide Services, supply Project Materials and Supplies, and do all other Work as described in this Agreement. Without limiting the generality of the foregoing, Core & Main shall maintain supervision of all its subcontractors. Any Work beyond the scope of the Work agreed to herein shall not be considered as part of this Agreement. There shall be no implied or verbal agreements between the Parties relating to the subject matter of this Agreement.

**5. Client’s Responsibility.** Client shall be responsible for cooperating with Core & Main, providing accurate information in a timely manner, and making payment in a timely manner for Work performed, Project Materials and Supplies furnished, or Services rendered. Client shall designate a representative who will be fully acquainted with the Work and will be reasonably accessible to Core & Main and its subcontractors, and will have the authority to make decisions on behalf of Client. Client shall provide to Core & Main and its subcontractors all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement and the Project. Client shall be required to give prompt notice should it become aware of any fault or defect in the Project.

**6. Default of Client.** The following events shall be considered events of Default of Client: (a) The failure of Client to make payments to Core & Main in accordance with the terms of this Agreement; (b) any representation or warranty provided by Client that proves to be materially false or misleading when made; (c) any material failure of Client to comply with or perform according to the terms of this Agreement or to correct such failure to perform within any cure

period specified in this Agreement. If an event of Default by Client occurs, Core & Main will exercise any and all remedies available to it under this Agreement.

**7. Default of Core & Main.** The following events shall be considered events of default on the part of Core & Main (a) failure of Core & Main to provide adequate personnel, equipment, and supplies in accordance with the provisions and specifications of this Agreement, (b) any failure to promptly re-perform, within a reasonable time, Work or Services that properly were rejected as defective or nonconforming, (c) the failure of Core & Main to deliver its Work and Services free and clear of any lien or encumbrance by any subcontractor, laborer, materialman, or other creditor of Core & Main, (d) any representation or warranty (other than a warranty as contemplated by Section 10 of this Agreement) provided by Core & Main proves to be materially false or misleading when made, (e) any material failure of Core & Main to comply with or perform according to the terms of this Agreement or to correct such failure to perform within any cure period specified in this Agreement. In the event of default by Core & Main, Client may exercise any and all remedies available to it under this Agreement.

**8. Insolvency.** In the event that either Party becomes insolvent or makes an assignment for the benefit of creditors or is adjudicated bankrupt or admits in writing that it is unable to pay its debts, or should any proceedings be instituted under any state or Federal Law for relief of debtors or for the appointment of a receiver, trustee, or liquidator of either Party, or should voluntary petition in bankruptcy or a reorganization or any adjudication of either Party as an insolvent or a bankrupt be filed, or should an attachment be levied upon either Parties equipment and not removed within five (5) days therefrom, then upon the occurrence of any such event, the other Party shall thereupon have the right to cancel this Agreement and to terminate immediately all work hereunder without further obligation.

**9. Taxes, Permits, and Fees.** Core & Main shall be responsible for obtaining all permits and related permit fees associated with the Project; however Client must disclose any known fees in advance of contract signing. Client shall pay sales, use, consumer, and like taxes, when applicable. Client shall be responsible for securing at its sole expense any other necessary approvals, easements, assessments, or required zoning changes. Client shall be responsible for personal property taxes and real estate taxes on the Project when applicable. Core & Main shall be responsible for all taxes measured by Core & Main's income.

**10. Warranty.** The warranty provided by Core & Main and the manufacturer on Project Materials and Supplies, Work, and Services shall be as set forth in Appendix D.

**11. Indemnity.** Subject to Sections 13 and 14 of this Agreement:

(a) Except as otherwise expressly provided in Section 11(b) below, Client assumes all liability and risk associated with the use, operation, and storage of the Project Materials and Supplies and for property damage, injuries, or deaths associated with or arising out of the use and operation of the Project unless said damage, injury, or death is the direct result of Core & Main, its employees, and agents.

(b) Core & Main shall indemnify Client and its officials, employees, and agents against all claims for payment of subcontractors or materialmen hired by Core & Main for Work relating to the Project. Core & Main and Client agree that Core & Main is responsible only for damages that result from the intentional misconduct or the negligent act or omission of Core & Main or its subcontractors.

**12. Safety.** Core & Main shall have the primary responsibility for the supervision, initiation, and maintaining all safety precautions and programs necessary to complete its Work associated with the Project. Core & Main agrees to comply with all applicable regulations, ordinances, and laws relating to safety. It shall be the responsibility of Client, however, to assure that the sites controlled by Client at which Core & Main expected to do its Work are safe sites.

**13. Liability and Force Majeure.** Neither Core & Main nor Client shall be responsible to each other for any indirect, consequential, incidental, exemplary or special damages resulting in any form from the Project. Neither Core & Main nor Client shall be responsible to each other for injury, loss, damage, or delay that arise from Force Majeure. Core & Main shall not be responsible for any equipment or supplies other than Project Equipment and Supplies.

**14. Insurance and Risk.**

(a) During the Term of this Agreement Core & Main shall maintain and shall assure that its subcontractors maintain insurance as follows:

(1) workers' compensation insurance (or self-insurance) in accordance with applicable law;

- (2) Comprehensive general liability insurance
- (3) Motor vehicle liability insurance

Such coverage may be provided under primary and excess policies. At the request of Client, Core & Main shall provide or cause its subcontractor to provide to Client a certificate of insurance with respect to such policies.

(b) Client shall assume full responsibility for any risk of loss except to the extent that (1) the damages are the result of negligence, failure to act, or willful or intentional act of Core & Main or its subcontractors as provided in Section 11(b) above, or (2) the loss is covered by the insurance contemplated by Section 14(a) above.

**15. Hazardous Materials.** The Project and the Work expressly excludes any Work or Services of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Materials or substances. Client warrants and represents that, to the best of Client's knowledge, there is no asbestos or other hazardous materials in the Project premises in areas that Core & Main shall be required to perform work that in any way will affect Core & Main's ability to complete the Project. If Core & Main is made aware or suspects the presence of Hazardous Materials, Core & Main reserves the right to stop work in the affected area and shall immediately notify Client. It shall remain Client's responsibility to correct the condition to comply with local and federal standards and regulations. Client shall remain responsible for any Claims that result from the presence of the Hazardous Materials. Client is responsible for proper disposal of all hazardous materials, including but not limited to lithium batteries.

**16. Cleanup.** Core & Main will be responsible for keeping the Project area free from the accumulation of waste materials or trash that result from the Project-related Work. Upon completion of the initial Project-related Work, Core & Main will remove all waste materials, trash, tools, construction equipment and supplies, and shall remove all surplus materials associated with the Project.

**17. Delays and Access.** If conditions arise that delay the commencement, completion, or servicing of the Project as a consequence of Force Majeure or failure of Client to perform its obligation that prevents Core & Main or its agents from performing work, then Core & Main will notify Client in writing of the existence of delay and the nature of the delay. Client and Core & Main will then mutually agree upon any new completion dates, disbursement terms, and payment terms for the Work contemplated by this Agreement. Nothing in the foregoing sentence shall be deemed to relieve Client from its obligation to provide Core & Main and its subcontractors reasonable and safe access to facilities that are necessary for Core & Main to complete the Work subject to Force Majeure.

**18. Quality of Materials.** Core & Main will use the Project Materials and Supplies specified in Appendix A. Where brand names and part numbers are specified Core & Main will use the items listed in Appendix A unless specified items are unavailable or discontinued. In this instance Core & Main will work with Client to choose a substitute. Where brand names are not specified, Core & Main will choose Project Materials and Supplies that are within industry norms and standards. Should Client require Project Materials and Supplies with specific requirements, Client should make these specifications known in a timely manner. Core & Main can use Client-furnished or Client-specific materials; however, Client will need to provide them or pay the difference in price and labor should any exist. Examples of Client specific requirements include but are not limited to country or state of origin, union manufactured, specific brand, or manufacturing process.

**19. Financing.** If the Parties so agree and have so indicated in Section 1 of this Agreement, Core & Main shall provide financing for the Project pursuant to any separate Financing Contract executed and delivered by the Parties as contemplated by Appendix C. The Financing Contract is not part of this Agreement, and this Agreement is not part of the Financing Contract.

**20. Legal Governance.** The laws of the State shall govern this Agreement and the relationship of the Parties contemplated hereby.

**21. Dispute Resolution.**

(a) The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within three business days from receipt with a statement of its position on, and recommended solution to, the



dispute. If the dispute is not resolved by these negotiations within 15 business days following the date of the initial written notice, the matter will be submitted to mediation in according with Section 21(b) below.

(b) Except as provided herein, no civil action with respect to any dispute, claim, or controversy arising out of or relating to this Agreement may be commenced until the Parties have attempted in good faith to resolve the matter through a mediation proceeding, under the mediation procedure of the CPR Institute for Dispute Resolution ("CPR"), JAMS/Endispute, the American Arbitration Association ("AAA"), or as otherwise agreed upon by the Parties. Either Party may commence mediation by sending a written request for mediation to the other Party, within 45 business days following the expiration of the 15-business day period under subsection (a) above, setting forth the subject of the dispute and the relief requested. Unless the Parties agree otherwise in writing, a single mediator shall conduct the mediation, and the mediator shall be selected from an appropriate CPR, JAMS/Endispute, AAA or other panel as agreed upon by the Parties. The mediation shall be conducted in the county of the State in which Client has its principal office. Each Party may seek equitable relief prior to or during the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the internal mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the Parties so desire.

(c) The Parties further agree that in the event any dispute between them relating to this Agreement is not resolved under Section 21(a) or (b) above, exclusive jurisdiction shall be in the trial courts located within the county of the State in which Client has its principal office, any objections as to jurisdiction or venue in such court being expressly waived. In the event of a breach or threatened breach by Client of this Agreement, Core & Main in its sole discretion may, in addition to other rights and remedies existing in its favor and without being required to post a bond or other security, apply to any court for specific performance and/or injunctive or other relief in order to enforce, or prevent the violation of, this Agreement.

(d) All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State.

**22. Attorney's Fees.** In the event of any litigation between Parties hereto arising from or with respect to this Master Project Agreement, the Parties will each bear their own attorneys' fees and costs of the action.

**23. Assignability.** Core & Main and Client may not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without Core & Main's prior written consent.

**24. Notices.** All notices and communications related to this Agreement shall be made in following address:

If to Client: City of Kerrville Texas  
701 Main Street  
Kerrville, TX 78028

If to Core & Main: Core & Main LP  
13790 Judson Rd.  
San Antonio, TX 78233

**25. Binding Effect.** Each of Client and Core & Main represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement of such Party enforceable against such Party in accordance with its terms.

**26. Modifications.** This Agreement shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed and agreed to by both Core & Main and Client.

**27. Severability.** Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

**28. Privacy.** The Privacy Policy of Core & Main may be accessed at the following URL:  
[http://hdswaterworks.com/~media/WW/wateworks\\_hdsupply\\_com/Privacy/CoreMain-PrivacyPrivacyNotice.ashx](http://hdswaterworks.com/~media/WW/wateworks_hdsupply_com/Privacy/CoreMain-PrivacyPrivacyNotice.ashx).

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

**“CORE & MAIN”**

CORE & MAIN LP

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

Printed Name: Loren Miller

Printed Title: District Manager

**“CLIENT”**

CITY OF Kerrville Texas

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

Printed Name: Mark McDaniel

Printed Title: City Manager



## **Appendix A**

### **Procurement, Installation, and Management Contract**

Provider: Core & Main LP ("Core & Main")

Client: City of Kerrville, TX

This Procurement, Installation, and Management Contract (the "Installation Contract") is an Appendix to the Master Project Agreement of even date herewith (the "Master Agreement") concerning the Project referenced in the Master Agreement.

1. **Summary of Work.** The Summary of Work for the Project contemplated by the Master Agreement consists of application design of the AMI system, providing and installing all Project Materials and Supplies as listed in Exhibit A-1, and management of the installation process. The purpose of this Work is to upgrade the existing system in order to provide an AMI-capable system that will meet or exceed the Factory Installation Recommendations.

#### **Summary of Work:**

Core & Main will manage installation of one (1) Neptune Collector to be installed on the Client's water tower located on Holdsworth Drive, within the City of Kerrville. Installation will include all necessary materials, labor, and technology support in order to ensure fully operational collector. Core & Main will complete Neptune 360 Software conversion to include installation and staff training and support. The Client will be responsible for installation of all metering infrastructure necessary to ensure AMI capability. Core & Main will provide infrastructure supplies and materials as requested by the Client in a timely fashion as needed to complete installation. (Scope specifically outlined in A-1)

2. **Project Implementation Period.** The Project is projected to commence on November 15, 2020, and will be implemented over an approximate one year (365 days) period of time. Below is an estimated construction Schedule:

#### **Estimated Construction Schedule:**

Project Start Date	November 15, 2020
25% Complete	March 01, 2021
50%	May 01, 2021
75%	August 01, 2021
100%	November 01, 2021

3. **Compensation.** Client agrees to pay Core & Main Invoice charged for the Project Materials and Supplies and work as described in Exhibit A-1 and additionally for each supplemental item as required by Client and agreed by the parties. In addition, Client agrees to pay Core & Main for the Work and Services contemplated by this Installation Contract as set forth in the Master Agreement. Payment terms shall be as follows:

(a) **Payment for Project Materials and Supplies.** Client will make payment to Core & Main for Project Materials and Supplies within thirty (30) days of the receipt of an invoice for such Project Materials and Supplies (which will be invoiced no more frequently than weekly. No payment shall be made for Project Materials and Supplies, however, until Client shall have issued a related Acceptance Certificate, which Client shall issue promptly following its receipt of Project Materials and Supplies.

(b) **Draw Schedule.** This Section 3(b) [ ] shall be applicable, or [ X ] shall not be applicable (mark as appropriate) to this Installation Contract. If this Section 3(b) is applicable, Core & Main shall be entitled to percentage payment for its Work and Services in accordance with the following draw schedule:

#### **Draw Schedule:**

Project Start Date	
--------------------	--

25% Complete	
50%	
75%	
100%	

No payment shall be made, however, until Client shall have issued an Acceptance Certificate with respect to such Work and Services, which Client shall issue promptly based on achievement of the draw schedule milestones set forth above. Core & Main shall be paid for Project Materials and Supplies as set forth in Section 3(a) above.

(c) No Draw Schedule. If the Parties have not agreed to a draw schedule in Section 3(b) above, Client shall pay Core & Main for all Work and for Services as such Work and Services are performed, with Core & Main to bill Client on a monthly basis for all of the foregoing. Client will make payment for all Work and Services performed under this Installation Contract within thirty (30) days after receipt of Core & Main's invoice for such Work and Services (which will be invoiced monthly). No payment shall be made, however, until Client shall have issued an Acceptance Certificate with respect to such Work and Services, which Client shall issue promptly based on achievement of the draw schedule milestones set forth above. Core & Main shall be paid for Project Materials and Supplies as set forth in Section 3(a) above.

(d) Financing Contract. Where the Parties have agreed to a separate Financing Contract (which is not part of this Contract, and this Contract is not part of the Financing Contract), payment shall be made as monies are advanced under the Financing Contract.

#### **4. Installation Responsibilities of Core & Main.**

(a) Project Installation. Core & Main agrees to do the Work, provide the Services, and furnish the Project Materials and Supplies in accordance with Client's specifications that are attached to this Installation Contract during the estimated construction period listed above. Core & Main will be responsible for installing the Project according to manufacturer standards and such local standards, if any, as are attached hereto as are described as follows: Neptune Warranty

Core & Main will warrant the Project Materials and Supplies, the Work, and any other Services as provided in Section 10 of the Master Agreement. Client may elect to execute a Service Contract with Core & Main for additional maintenance provisions.

(b) Water Shutoffs. Core & Main, its agents and subcontractors, will be responsible for shutting off the water to each meter serviced as well as notifying each customer of the water shutoff. Some assistance may be required by Client with the notification of its customers. The Installation team will knock on the doors of residential customers as well as leave notifications on their doors. In the case of large commercial customers such as: schools, hospitals, nursing homes or any other commercial customer, special efforts will be made to ensure minimum disruption to their water needs. In order to prevent any damage from running flush valves or any other plumbing fixtures that are sensitive to water shutoffs, Core & Main will schedule replacements with these commercial customers and will notify the maintenance personnel when turning the water back on at these facilities. Regardless of any effort of Core & Main, ultimate responsibility of any and all fixtures inside buildings will remain the responsibility of the end user and/or Client as detailed in any Service Contract that exists between Client and its Customers.

In the event that the service location lacks a curb stop, or it is defective, Core & Main or its representative will contact the utility. In this event the utility will either A) authorize Core & Main to repair the defect at the price as listed in appendix A-1 or, B) the utility will repair the defect themselves and notify Core & Main that the repair has been made or, C) Exclude the meter change out from project.

(c) Meter Boxes, Vaults, and Roadways. Core & Main is responsible for repairing any damages to meter boxes, vaults, and roadways that result from the installation of the Project; provided, however, that Core & Main shall not be liable for pre-existing conditions or leaks. Core & Main will install new meter boxes as authorized by the Cities representative, with appropriate lid selection, mutually agreed upon. The City of Kerrville will retain all existing water meters and materials pulled from the ground during the installation. The City of Kerrville may elect to sell Core & Main discarded meters at current scrap value.

(d) AMI Infrastructure Work. Core & Main will develop a *Scope of Work* specific to the design, deployment, and execution of any AMI infrastructure work as per the project needs. This *Scope of Work* will be tailored to

the project, as well as any site specific conditions. Once this Scope of Work is developed and mutually agreed upon by the Parties, it will become extension to the Master Project Agreement Appendix A, and as such will be binding between the parties.

(e) Disposal. The Client will be responsible for the disposal of all waste, debris and materials from the installation of the Project.

(f) Certified Installers. In the event that the Installation Contract includes gas or electric meters or should local laws dictate, Core & Main will ensure that the meter installers are certified by the governing board as required.

(g) Liability.

Water Meter Change out: Core & Main is responsible for any damages that occur within 6" on either side of the water meter resulting from the Project installation. Any damages incurred within this 6" area will be promptly repaired at the expense of Core & Main. Core & Main is not liable for damages outside the 6" zone, either on the water distribution side or on the customer side incurred from the Project installation including shutoff, temporary outage, and restart of water service. Core & Main is not liable for any pre-existing conditions including leaks, faulty workmanship and materials from previous projects or rust. Should such conditions occur (*i.e.* leaks) Core & Main may document them and at Client's written request repair them for a negotiated price.

Back-Flow Prevention Devices: Should the Client elect to have Core & Main install or repair any Back-Flow Prevention Devices, Core & Main assumes no liability or responsibility for the proper functioning of these devices. Core & Main recommends that the utility notify each customer about the potential impact of thermal expansion, but leaves this decision to the discretion of the utility.

(h) Non-Covered Work. Contracted meter change outs contemplate a standard meter change out. In the event that locations exist where conditions exist which require nonstandard work (*i.e.* move a service location etc., move fences for or other customer structures & items for access, install systems in heavy traffic locations alleys, parking lots etc.), Core & Main and the Client will discuss pricing and work may proceed from this point or the Client may elect to excuse this work from the project. In any event where safety concerns would cause undue risk to the work Crews.

## **5. Responsibilities of Client during Installation.**

(a) Owner-Furnished Data. Client shall provide Core & Main all technical data in Client's possession, including previous reports, maps, surveys, and all other information in Client's possession that Core & Main informs Client's representative is necessary as it relates to Project. Client shall be responsible for identifying the location of meters. Should Core & Main require assistance in finding the meter location, Client shall locate the meter in a timely manner.

(b) Access to Facilities and Property. Client shall make its system facilities and properties available and accessible for inspection by Core & Main and affiliates.

(c) Client Cooperation. Client support will be required during implementation of this Improvement Measure to obtain access to meter boxes/pits, infrastructure sites and to coordinate utility interruptions. Client will provide notification in its billing to its customers that Core & Main is performing the designated work and that possible service interruption may result.

(d) Timely Review. That Client through its designated representatives shall examine all invoices, and inspect all completed work by Core & Main in a timely manner. In the event that a Client delay results in the lack of a progress payment disbursement, reserves the right to delay further work without penalty until such time as payments are made. Core & Main further reserves all rights and options available to it under the Master Project Agreement.

IN WITNESS WHEREOF, the Parties have executed this Installation Contract as of \_\_\_\_\_,  
20\_\_\_\_.

**"CORE & MAIN"**

CORE & MAIN LP

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

Printed Name: Loren Miller

Printed Title District Manager

**“CLIENT”**

CITY OF Kerrville

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

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

Printed Title \_\_\_\_\_





**Exhibit A-1**

**Material Procurement Summary  
For Installation Contract**

Provider: Core & Main LP ("Core & Main")  
Client: The City of Kerrville Texas

This Material Procurement Summary is an Exhibit to and hence part of the Installation Contract contemplated by the Master Project Agreement (the "Master Agreement"), and it includes all Project Materials and Supplies to be used in connection with the Work contemplated by the Installation Contract and the Master Agreement, as the same will be identified specifically in future invoices generated by Core & Main and attached to each Acceptance Certificate (Exhibit A-2) contained in the Installation Contract. A summary of the Project Materials and Supplies required for the Project is as follows:

<u><b>Work Description and Pricing</b></u>				
Bid Proposal for Kerrville AMI Prices 2020-2021				
<b>Seq#</b>	<b>Qty</b>	<b>Descrip_on</b>	<b>Units</b>	<b>Price Ext Price</b>
10	1	R900 GATEWAY RF ANTENNA	EA	8,576.48 8,576.48
20	1	GATEWAY INSTALL ONLY	EA	14,804.73 14,804.73
30	2500	NEPTUNE 13749-200 ANTENNA ASSY 6' CABLE R900 LID MOUNT SLIP-ON	EA	24.75 61,875.00
50	325	DFW1017-3EF DEEP-LID	EA	25.77 8,375.25
60	350	DFW1218-3EF DEEP-LID	EA	36.53 12,785.50
70	20	DFW1317-3EF DEEP-LID	EA	41.94 838.80
80	50	DFW37F-12-3EF DEEP	EA	115.82 5,791.00
90	70	DFW1300-12-13T DEEP	EA	20.65 1,445.50
100	25	DFW1200-3T DEEP-LID	EA	8.64 216.00
110	20	DFW1500-3T DEEP-LID	EA	13.63 272.60
120	1	AMI/NEPTUNE 360 TRAINING	EA	2,500.00 2,500.00
130	1	NEPTUNE HOSTING SET FEE	EA	6,000.00 6,000.00
150	<b>BELT CLIPS WILL BE UPGRADED</b>			
160	<b>FOR FREE VIA NEPTUNE 360 PROMO</b>			
180	200	NEPT RW2G13 5/8" T-10 R900 ENHANCED REGISTER USG SNUB ANT ENNA	EA	174.60 34,920.00
<b>SUBTOTAL</b>			<b>158,400.86</b>	
<b>Sub Total</b>			<b>158,400.86</b>	
<b>Tax</b>			<b>0.00</b>	
<b>Total</b>			<b>158,400.86</b>	

**Exhibit A-2**

**Acceptance Certificate**

Client under the Master Project Agreement (the "Master Agreement") with Core & Main LP hereby certifies:

This Acceptance Certificate is a Partial/Final (Circle one) Acceptance Certificate delivered under the Procurement, Installation, and Management Contract (the "Installation Contract") to which it is attached.

1. The Project Materials and Supplies listed on the attached invoice (or in the event of a final Acceptance Certificate all Project Materials and Supplies provided under the Installation Contract and the Master Agreement), have been delivered to Client.

2. Client has conducted such inspection and/or testing of the Project Materials and Supplies as it deems necessary and appropriate and hereby acknowledges that it accepts the Project Materials and Supplies for all purposes on the date indicated below. The Project Materials and Supplies have been examined and/or tested and are in good operating order and condition and is in all respects satisfactory to the undersigned and complies with the terms of the Installation Contract, subject, however, to the warranty provided in Section 10 of the Master Agreement.

3. Based on and the acceptance set forth herein, Client agrees that the Manufacturer's Warranty Period on all water equipment shall be deemed to have begun on the date when the manufacturer shipped such equipment and that the Manufacturer's Warranty Period shall end in accordance to the referenced warranties in Appendix D, Exhibit D-1.

4. Client has examined all Work and Services performed by Core & Main and covered by the related invoice or draw requests and finds such Work and Services to have been performed in an workmanlike manner and in accordance with all applicable specifications. Client therefore accepts such Work and Services. Based on the acceptance set forth herein, Client agrees that the Warranty Period for the Work and Services shall end on (*i.e.* one year from the date of shipment).

5. The following is a punch list of items left to be completed for current phase or final phase (Circle one) of the Project:

Insert Punch list
-------------------

Agreed to and Accepted as of November 01, 2020 by:

**"CLIENT"**

CITY OF Kerrville

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

Printed Name: Mark McDaniel

Printed Title City of Kerrville, TX

## Appendix D

### WARRANTY

The warranties on water meters included in Project Materials and Supplies, and on Work, and Services shall be as follows:

1. Project Materials and Supplies.

(a) General. Meters and equipment included in Project Materials and Supplies that Client purchases from Core & Main are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each meter manufacturer that will supply meters and equipment as part of the Project Materials and Supplies is attached hereto as Exhibit D-1. The term of such manufacturer's warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of the Master Agreement, but with changes to apply only to purchases of meters occurring after the change becomes effective), but generally the start date for meter and equipment warranties is the date of the manufacturer's shipment of such equipment as noted in the applicable Acceptance Certificate attached to this Agreement as Exhibit A-2 ("Manufacturer's Warranty Period"). PROJECT MATERIALS AND SUPPLIES OTHER THAN METERS and EQUIPMENT ARE NOT WARRANTED. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.

(b) Core & Main's Responsibility. Upon any breach of the manufacturer's warranty on a water meter noticed to Core & Main during the applicable Manufacturer's Warranty Period, Core & Main's sole responsibility shall be to cooperate with Client in arranging for the manufacturer to repair or replace any defective meters or equipment.

2. Installation Work and Services.

(a) General. Core & Main warrants that all installation Work and Services provided by Core & Main shall be performed by Core & Main in a workmanlike manner and in compliance with any specifications set forth in this Agreement, with such warranty to expire one year from the date when such installation Work was performed or such Services were provided (the "Warranty Period").

(b) Exclusive Remedy. Upon any breach of Core & Main's warranty as to installation Work or Services during the applicable Warranty Period, Core & Main's sole responsibility shall be to perform any corrective installation Work or Services necessary to bring Core & Main's installation Work and Services into compliance with such requirements.

3. DISCLAIMER OF FURTHER WARRANTIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.

## Exhibit D-1

### Manufacturers' Warranties

Attached to this Exhibit D-1 are the manufacturers' warranties for each of the manufacturers of Project Materials.

# ProCoder™)R900i™ Warranty Statement

## I. Warranty Effective Date

This warranty will be effective for any ProCoder™) R900i™ that has shipped since product introduction.

## II. ProCoder)R900i

Neptune Technology Group Inc. warrants that the ProCoder) R900i (which includes a Neptune®-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "date of shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the ProCoder)R900i (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing ProCoder) R900i free of charge for the first ten (10) years and at a discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

## III. Warranties are inapplicable under certain conditions.

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to *ProCoder™) R900i™ Installation and Maintenance Guide*). This warranty does not apply to any ProCoder) R900i that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ProCoder) R900i register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue. THE ABOVE WARRANTY FOR THE PROCODER)R900i IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PROCODER)R900i. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PROCODER)R900i ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH A PROCODER)R900i AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PROCODER)R900i. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

W PROCODER)R900i 10.17

### **Year of Failure ProCoder) R450i**

Replacement Price Discount\*

1-10 Full replacement: 100%

11 50%

12 50%

13 40%

14 40%

15 30%

16 30%

17 20%

18 20%

19 10%

20 10%

*\*Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement ProCoder)R900i registers are warranted for one (1) year after date of shipment or balance of original ProCoder)R900i*

*warranty, whichever is greater.*



## Bid Proposal for Kerrville AMI Prices 2020-2021

CITY OF KERRVILLE  
 Bid Date: 09/15/2020  
 Core & Main 1488168

Core & Main  
 13790 Judson Rd  
 San Antonio, TX 78233  
 Phone: 210-657-1632  
 Fax: 210-657-2321

Seq#	Qty	Description	Units	Price	Ext Price
10	1	R900 GATEWAY RF ANTENNA	EA	8,576.48	8,576.48
20	1	GATEWAY INSTALL ONLY	EA	14,804.73	14,804.73
30	2500	NEPTUNE 13749-200 ANTENNA ASSY 6' CABLE R900 LID MOUNT SLIP-ON	EA	24.75	61,875.00
50	325	DFW1017-3EF DEEP-LID	EA	25.77	8,375.25
60	350	DFW1218-3EF DEEP-LID	EA	36.53	12,785.50
70	20	DFW1317-3EF DEEP-LID	EA	41.94	838.80
80	50	DFW37F-12-3EF DEEP	EA	115.82	5,791.00
90	70	DFW1300-12-13T DEEP	EA	20.65	1,445.50
100	25	DFW1200-3T DEEP-LID	EA	8.64	216.00
110	20	DFW1500-3T DEEP-LID	EA	13.63	272.60
120	1	AMI/NEPTUNE 360 TRAINING	EA	2,500.00	2,500.00
130	1	NEPTUNE HOSTING SET FEE	EA	6,000.00	6,000.00
150		BELT CLIPS WILL BE UPGRADED			
160		FOR FREE VIA NEPTUNE 360 PROMO			
180	200	NEPT RW2G13 5/8" T-10 R900 ENHANCED REGISTER USG SNUB ANT ENNA	EA	174.60	34,920.00
				<b>SUBTOTAL</b>	<b>158,400.86</b>
				<b>Sub Total</b>	<b>158,400.86</b>
				<b>Tax</b>	<b>0.00</b>
				<b>Total</b>	<b>158,400.86</b>

**Branch Terms:**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

October 2, 2020

## Neptune Sole Source Letter

City of Kerrville,

Neptune Technology Group, Inc. has always valued Kerrville, Texas as a loyal customer. I want to clarify that Core and Main is the exclusive Neptune distributor in the State of Texas. As the sole source provider of all Neptune products, the City of Kerrville can continue to depend on the local Core and Main branch for all your metering system needs.

Regards,

Hunter Brown – S Texas Territory Manager

Email: [hbrown@neptunetg.com](mailto:hbrown@neptunetg.com)

Cell: 334-415-2032






# Advanced Metering Infrastructure (AMI)



City Council Meeting  
November 10, 2020



# **Current System**

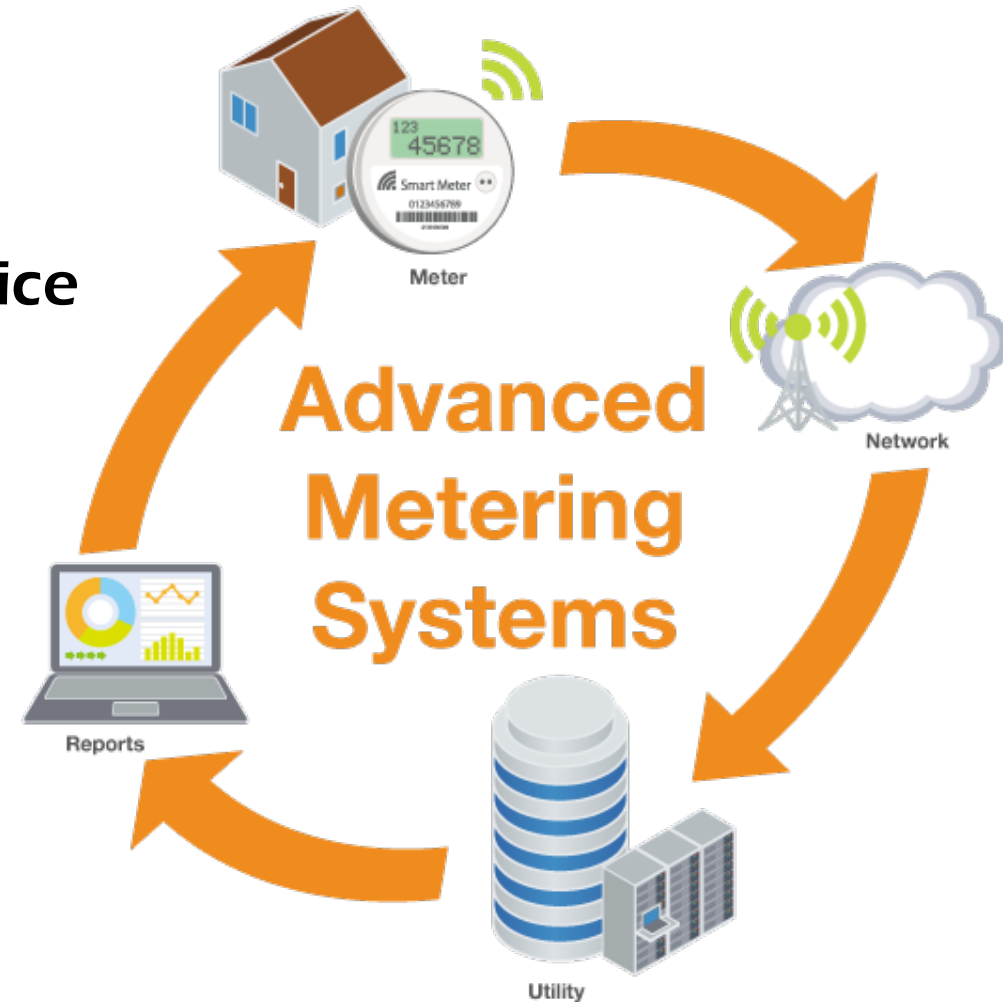
## **Automatic Meter Reading (AMR)**

- **One-way communication**
- **Meter reads accessible using drive-by technology**
- **Data must be gathered directly from the meter**
- **Meters are read monthly for billing**
- **High flow (leaks) can only be detected monthly**
- **Requires physical drive-by for meter reading**
- **Large number of re-reads increases truck rolls & labor**
- **Inability to detect leaks prior to monthly reading**
- **Customer wait time**
- **Aging infrastructure nearing end of useful life**

# Upgraded System

## Advanced Metering Infrastructure (AMI)

- **Two-way communication**
  - Meter talks to data collector
  - Data collector talks to office
- **Real-time data collection from the office**
  - Reads are transmitted from the meter to data collector to the office
  - Reads transmitted multiple times each day
  - Alerts for high flow
  - Quicker leak detection
  - More responsive customer service
  - Reduction in water loss
  - Ability to maintain larger system with same staffing levels
- **Supports Kerrville 2050**



# Neptune AMI

- Neptune is our current metering infrastructure provider
- Neptune gives us best use of current assets and lowest conversion price
- Current infrastructure will convert to AMI with minimal modification
- Proven product and history with vendor
- Allows the ability to use a multi-phase approach





# Three Phase Approach

- **Phase I – FY2021**
  - Approximately 2,400 customers
  - One data collector
  - Expecting 90-95% coverage
- **Phase II – FY2022**
  - Approximately 4,500 customers
  - Two data collectors
  - Expecting 85-90% coverage
- **Phase III – FY2023**
  - Approximately 4,200 customers
  - Two data collectors
  - Expecting 85-90% coverage







# **Council Questions or Comments?**





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

**SUBJECT:** Resolution No. 27-2020. A Resolution setting the date, time, and place for a public hearing for the City's annexation of an approximate 33.81 +/- acres of land, currently owned by the City and located adjacent to Loop 534 (Veterans Highway) and north of the intersection between Loop 534 and the newly constructed extension of Olympic Drive; authorizing the submission and acceptance of a petition for annexation; directing the publication of notice for a public hearing; directing the City Manager to prepare a written agreement for the provision of services for the property; and containing other provisions relating to the subject.

**AGENDA DATE OF:** November 10, 2020      **DATE SUBMITTED:** Nov 04, 2020

**SUBMITTED BY:** Drew Paxton

**EXHIBITS:** [20201110\\_Resolution\\_27-2020 Petition for Annexation Loop 534 north of Olympic Drive.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>	H1. Provide a diverse range of housing options to meet the needs and desires of all age groups, income levels, and lifestyles
<b>Action Item</b>	H1.5 - Examine the use of City property for desired housing products

**SUMMARY STATEMENT:**

Pursuant to the approved development agreement 2020-70, city staff is processing a petitioned annexation for the approximate 33.81 acre tract of land, owned by the City of Kerrville. This item is to initiate the petition process and allow the City Manager to sign the petition for annexation.



The following is a schedule for the annexation agenda items:

December 3, 2020 – Planning and Zoning Commission, public hearing and zoning recommendation

January 12, 2021 – City Council, public hearing and ordinance first reading

January 26, 2021 – City Council, ordinance second reading

**RECOMMENDED ACTION:**

Approve Resolution No. 27-2020.

CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 27-2020

A RESOLUTION SETTING THE DATE, TIME, AND PLACE FOR A PUBLIC HEARING FOR THE CITY'S ANNEXATION OF AN APPROXIMATE 33.81 +/- ACRES OF LAND, CURRENTLY OWNED BY THE CITY AND LOCATED ADJACENT TO LOOP 534 (VETERANS HIGHWAY) AND NORTH OF THE INTERSECTION BETWEEN LOOP 534 AND THE NEWLY CONSTRUCTED EXTENSION OF OLYMPIC DRIVE; AUTHORIZING THE SUBMISSION AND ACCEPTANCE OF A PETITION FOR ANNEXATION; DIRECTING THE PUBLICATION OF NOTICE FOR A PUBLIC HEARING; DIRECTING THE CITY MANAGER TO PREPARE A WRITTEN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE PROPERTY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the Texas Local Government Code Chapter 43 authorizes the City of Kerrville, Texas, as a home-rule municipality and political subdivision of the State of Texas, to extend its boundaries and annex adjacent areas and enlarge and extend the boundaries of the City; and

WHEREAS, the City intends to commence annexation proceedings for an approximate 33.81 tract of land, which is currently owned by the City and is located adjacent to Loop 534 (Veterans Highway) and north of its intersection with the newly constructed extension of Olympic Drive (the "Property"), the Property being more specifically described and depicted in the exhibit attached hereto as **Exhibit A**; and

WHEREAS, the City, as current owner of the Property and by and through the City Manager, is petitioning City Council to request the annexation of the Property, said petition which is attached hereto as **Exhibit B**; and

WHEREAS, pursuant to the Texas Local Government Code, Chapter 43, Subchapter C-3, City Council must conduct one (1) public hearing at which persons interested in the annexation are given the opportunity to be heard; and

WHEREAS, City Council finds that there is a public interest in annexing the Property pursuant to the petition; and

WHEREAS, City Council finds that this Resolution was adopted at a meeting of City Council that complied with the Texas Open Meetings Act at which a quorum of Councilmembers were present and voting;

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

**SECTION ONE.** The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct.

**SECTION TWO.** City Council hereby authorizes the submission and acceptance of the petition attached as **Exhibit B**, requesting that City Council annex the Property into the City's limits.

**SECTION THREE.** On Tuesday, January 12, 2020, at 6:00 p.m. at the Cailloux City Center for the Performing Arts (Municipal Auditorium), 910 Main Street, Kerrville, Texas, City Council will hold a public hearing as described in **Exhibit B**, giving all interested persons the right to appear and be heard on the City's proposed annexation of the Property described in **Exhibit A**.

**SECTION FOUR.** The City Manager is hereby authorized and directed to cause notice of such public hearing to be a) published once in a newspaper having general circulation within the City; and b) posted on the City's website through the date of the hearing; both such notices to occur not more than twenty (20) days, nor less than ten (10) days, prior to the date of the public hearing in accordance with Texas Local Government Code Section 43.0673.

**SECTION FIVE.** The City Manager is hereby authorized and directed, on behalf of City Council and in compliance with Texas Local Government Code Section 43.0672, to negotiate, draft, and enter into a written agreement for the provision of services for the area, such agreement to be offered to the future owner for approval.

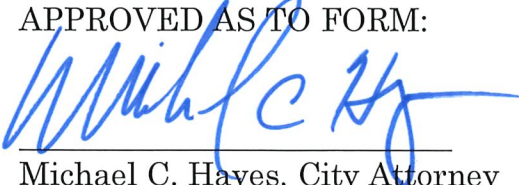
**SECTION SIX.** Following the public hearing, City Council will proceed to consider the adoption of an ordinance which will both annex that Property and apply a zoning designation, in accordance with state law and the City's charter. Should City Council approve the ordinance upon first reading, a second reading and adoption of the ordinance will occur on January 26, 2021.

**SECTION SEVEN.** City Council finds and determines that the meeting at which this Resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED ON this the \_\_\_\_ day of \_\_\_\_\_ A.D.,  
2020.

\_\_\_\_\_  
Bill Blackburn, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael C. Hayes, City Attorney

ATTEST:

\_\_\_\_\_  
Shelley McElhannon, City Secretary

FIELD NOTE DESCRIPTION  
33.81 ACRES

VOL. 1077 OF 0355

Being a tract of land containing 33.81 acres situated in the Samuel Wallace Survey No. 113, Abstract No. 347, Kerr County, Texas and being a portion of a 711 acre tract of record in Volume 71, Page 573, Deed Records of Kerr County, Texas and being also more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found in the west right of way line of Texas State Highway Loop No. 534 and being the east corner of the Kee Subdivision, a subdivision of record in Volume 5, Page 304, Plat Records of Kerr County, Texas and being also the most southeasterly corner of the subject tract;

THENCE with the common line of said subdivision and the subject tract, with a fence, N 45°02'W, 551.78 feet to a ½" iron rod found at a fence corner post at the intersection of the southeast line and the northeast occupied fence line of a certain parcel being 100 acres of record in Volume 140, Page 162, Deed Records of Kerr County, Texas and being the north corner of said subdivision;

THENCE with the southeast line of said 100 acres, N 44°39'E, 97.79 feet to a ½" iron rod set for the east corner of said 100 acres;

THENCE through the interior of said 711 acre tract and with northeast line of said 100 acres, generally running approximately 98 feet northeast of and parallel to the northeast occupied fence line of said 100 acres, N 45°02'W, 1664.44 feet to a ½" iron rod set in the south right of way line of a proposed 80' wide public roadway being the extension of Olympic Drive and being in a curve to the right with a 560 foot radius and a central angle of 37°50' and being the most westerly corner of the subject tract;

THENCE with the south right of way line of said proposed extension of Olympic Drive and continuing through the interior of said 711 acres; along the arc of said curve to the right a distance of 369.73 feet (*chord bearing & distance, N 74°42'E, 363.05'*) to a ½" iron rod set for the end of said curve;

THENCE continuing with the south right of way line of said proposed extension of Olympic Drive and continuing through the interior of said 711 acres, S 86°23'E, 1337.96 feet to a ½" iron rod set in the west right of way line of the aforementioned Texas State Highway Loop No. 534 and being the northeast corner of the subject tract;

THENCE with the west right of way lines of said Highway the following calls:


S 03°37'W, passing at 178.07 feet a found TxDOT typ. 1 concrete right of way monument and continuing a total distance of 877.74 feet to another found TxDOT typ. 1 concrete right of way monument;

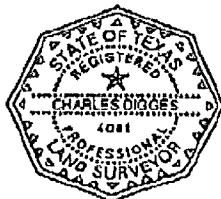
S 03°14'W, passing at 229.71 feet a found TxDOT typ. 1 concrete right of way monument and continuing a total distance of 392.82 feet to another found TxDOT typ. 1 concrete right of way monument;

S 14°42'W, 191.22 feet to a found TxDOT typ. 1 concrete right of way monument;

and S 17°14'W, 203.18 feet to the POINT OF BEGINNING and containing 33.81 acres within these metes and bounds.

This description is a companion to a Plat of Survey dated May 11, 2000 and was prepared this 6<sup>th</sup> day of June 2000.

  
Charles Digger RPLS  
Texas Registration No. 4061  
File#00041901-33.81ac msword DP



## Metes and Bounds

# EXHIBIT B

## PETITION REQUESTING ANNEXATION BY AREA LANDOWNER(S)

TO THE CITY COUNCIL OF KERRVILLE, TEXAS:

The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, hereby petition this Governing Body to annex into the present City limits so as to include as part of the City of Kerrville, Texas, the following described territory, to wit:

**33.81 acres situated in the Samuel Wallace Survey  
No. 113, Abstract No. 347, Kerr County, Texas. (See  
attached Exhibit A)**

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

Signed: \_\_\_\_\_  
Mark McDaniel, City Manager,  
Representing the Owner

THE STATE OF TEXAS §  
  §  
COUNTY OF KERR       §

BEFORE ME, the undersigned authority, on this day personally appeared Mark McDaniel, City Manager, City of Kerrville, TX, known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and (each) acknowledged to me that he (they have) executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_ day of November, 2020.

\_\_\_\_\_  
Notary Public in and for  
Kerr County, Texas.



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

---

**SUBJECT:** Mutual Release and Settlement Agreement regarding the aerial pipe bridge Loop 534 project.

**AGENDA DATE OF:** November 10, 2020

**DATE SUBMITTED:** Nov 04, 2020

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:**

---

<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>	W - Water / Waste-Water / Drainage
<b>Guiding Principle</b>	W9. Enhance efforts aimed at water conservation, better stormwater management on private property and measures such as rain harvesting and other innovative approaches to help manage water usage
<b>Action Item</b>	W9.5 - Implement a strong water conservation plan to include additional conservation measures and programs

---

**SUMMARY STATEMENT:**

This item contemplates a settlement regarding flood damages to the reuse water utility lines and related bridge crossing over the Guadalupe River at Loop 534 as discussed in executive session on October 27, 2020. A proposed settlement will be discussed in executive session again on November 10, 2020, with possible action to follow at the same meeting.

**RECOMMENDED ACTION:**

Discuss possible settlement and take action as deemed appropriate.





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

---

**SUBJECT:** Briefing and possible action as to the City's ongoing preparedness and response to COVID-19 (Coronavirus).

**AGENDA DATE OF:** November 10, 2020      **DATE SUBMITTED:** Oct 14, 2020

**SUBMITTED BY:** Shelley McElhannon

**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

---

<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:**

On-going responsiveness to changing conditions and situations.

**RECOMMENDED ACTION:**

Actions for the preparedness and response to COVID-19 (Coronavirus) circumstances.



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

---

**SUBJECT:** Commendation to outgoing Councilmember Delayne Sigerman, and statement given by outgoing Councilmember Delayne Sigerman.

**AGENDA DATE OF:** November 10, 2020      **DATE SUBMITTED:** Nov 04, 2020

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20201110\\_Commendation\\_Councilmember D Sigerman.pdf](#)

---

<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

---

<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:**

**RECOMMENDED ACTION:**

Present Commendation, and Councilmember Sigerman will provide statement.



# CITY OF KERRVILLE RESOLUTION OF COMMENDATION



**WHEREAS,** **DELAYNE SIGERMAN** has served as **COUNCILMEMBER PLACE FOUR** for the City of Kerrville since May 2018, and on the steering committee for Kerrville 2050; and has shown sincere concern for the welfare of the citizens of Kerrville; and

**WHEREAS,** We as members of the City Council wish to express our appreciation to **DELAYNE SIGERMAN** for her many contributions during her tenure of office from May 2018 through November 2020; and

**WHEREAS,** **DELAYNE SIGERMAN**, during her term on City Council, served as Mayor Pro-Tem in 2018. Among her many contributions were efforts to identify and address needs of the homeless population in the City, coordination and provision of assistance for food, shelter, and services for citizens during the Covid Pandemic 2020, volunteer support for the Kerrville Farmer's Market, and advocacy for Downtown businesses.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:** On behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere gratitude for the invaluable services rendered by **DELAYNE SIGERMAN** and for serving honestly, fairly, and efficiently; and always keeping the best interests of the community in the fore front at all times.

**PASSED AND APPROVED,** this the 10 day of November, 2020.

\_\_\_\_\_  
Bill Blackburn, Mayor

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Kim Clarkson, Councilmember

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Gary Cochrane, Councilmember

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Judy Eychner, Mayor Pro Tem

