

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

**TUESDAY, JANUARY 26, 2021, 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



**KERRVILLE CITY COUNCIL MEETING AGENDA**  
**JANUARY 26, 2021, 6:00 PM**  
**CAILLOUX CITY CENTER**  
**910 MAIN STREET, KERRVILLE, TEXAS**



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

COVID-19 (Coronavirus) provides a unique concern in that gathering members of the public, City Council, and City staff within a physical setting constitutes a public health risk. On March 16, 2020, the Texas Governor suspended certain requirements of the Open Meetings Act to permit open meetings to occur in a fully, or partially, virtual setting (telephonic/videoconference). The Governor has extended this order each month since this time. At this time, City Council intends to conduct its next meeting as a meeting which the public may attend in person. Due to spacing and occupancy conditions, such meeting will convene at the Cailloux City Center (Municipal Auditorium), 910 Main Street. However, where circumstances dictate and up until the time that the meeting is held, Council may hold its meeting entirely online as part of a virtual meeting; or, as a mixed virtual meeting where some Councilmembers are physically present at the auditorium but one or more members participate via online.

Standard safety protocols will be observed by City Council, City staff, and citizens/visitors attending the meeting. When entering the Municipal Auditorium, attendees will be required to sanitize hands and wear a mask. City employees will then take the temperature of each attendee. Any person with a temperature exceeding 100.2 will not be allowed entry. Masks are required at all times. Six-foot distance seating will be observed and visitor seating will be designated. The public podium will be sanitized between each public speaker.

Citizens wishing to speak shall submit a completed "speaker request form" to the City Secretary before the meeting is called to order and definitely before the item is introduced. Each speaker is limited to four minutes.

The Zoom platform will also be active during this meeting.

**Instructions for Zoom callers:** The Zoom moderator will begin accepting calls starting at 5:00 p.m. The deadline to place your call is 5:45 p.m. Place your call before the 5:45 p.m. deadline in order to register with the Zoom moderator and participate. 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.

Dial the toll free number: **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 webinar passcode.

The Meeting ID is **984 6306 1838#** Passcode is **337491**.

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 workshop has started, you will be able to listen to proceedings even if your microphone is muted.

**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 5:00 p.m. the afternoon of the Council workshop.
- **OPTION 2 by email** - Comments may be emailed to **shelley.mcelhannon@kerrvilletx.gov** and must be received by 5:00 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 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!

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**CITY COUNCIL AGENDA  
JANUARY 26, 2021, 6:00 PM  
CAILLOUX CITY CENTER  
910 MAIN STREET, KERRVILLE, TEXAS**



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**CALL TO ORDER:**

**INVOCATION AND PLEDGE OF ALLEGIANCE:**    *Led by Councilmember Brenda Hughes.*

**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:

[20210126\\_Recognition\\_Kerrville Kindness Award 1-26 Blue Santa.pdf](#)

2.B. [Recognition and commendations for termed Board members.](#)

2.C. [Update on Kerr County Animal Services by Karen Guerriero, City Council Appointee to the Kerr County Animal Services Advisory Board.](#)

Attachments:

[20210126\\_Presentation\\_Kerr County Animal Services Update.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. [Resolution No. 07-2021. A Resolution granting the request for decertification of the City's certificate of convenience and necessity \(CCN\) for a specified area in and around the Castlecomb Water System; such system serving a housing development generally located south of the intersection of Peterson Farm Road and Splitrock Road; and authorizing the City Manager and City Attorney to take all action to effectuate the decertification of the City's water utility CCN in the specified Area.](#)

Attachments:

[20210112\\_Resolution 07-2021 Decert CCN at Castlecomb Subdivision.pdf](#)

[20210126\\_CSWR letter to City Manager.pdf](#)

[20210126\\_map\\_Rough Service Area Map Castlecomb.pdf](#)

4.B. Consulting Agreement with TriStem, Ltd. for audit services related to franchise fee and sales tax payers.

Attachments:

20210126\_Agreement\_TriStem Agreement.pdf

4.C. Minutes for the City Council meeting held January 12, 2021.

Attachments:

20210126\_Minutes Council regular meeting 6pm 1-12-21.pdf

4.D. Minutes for the City Council workshop held January 19, 2021.

Attachments:

20210126\_Minutes\_Council workshop 1-19-21 10am.pdf

**END OF CONSENT AGENDA.**

**5 RESOLUTION(S):**

5.A. Resolution No. 09-2021. A Resolution naming the public park located at 1001 Mallard Way as "Granger MacDonald Park".

Attachments:

20210126\_Resolution 09-2021 naming 1001 Mallard Way as Granger MacDonald Park.pdf

20210126\_Form\_Naming request form Granger MacDonald park.pdf

20210126\_Granger MacDonald Nomination Background.pdf

**6 ORDINANCE(S), FIRST READING:**

6.A. Ordinance No. 2021-08. An Ordinance amending Chapter 66, "Library," of the Code of Ordinances of the City of Kerrville, Texas; by amending Article II "Library Advisory Board" to increase the composition of the membership of the Library Advisory Board to six members, such that City Council will make four appointments; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to the subject.

Attachments:

20210126\_Ordinance 2021-08 Amending Library Advisory Board membership.pdf

**7 ORDINANCES, SECOND READING:**

7.A. Ordinance No. 2021-01, second reading. An Ordinance annexing an approximate 33.81 acre tract of land out of the Samuel Wallace Survey No. 113, Abstract No. 347, into the corporate limits of the City of Kerrville, Texas; said tract generally located in the 3200 block of Loop 534 (Veterans Highway).

Attachments:

20210126\_Ordinance 2021-01 Annexing Loop 534 property - second reading.pdf

7.B. Ordinance No. 2021-02, second reading. An Ordinance vacating, abandoning, and closing a public right-of-way consisting of a portion of a sixteen foot wide alley, which was originally located in its entirety between Francisco Lemos Street and Hays Street; said portion consisting of approximately 0.0508 acres out Block 48 of the Chas Schreiner 2nd Addition to the City of Kerrville; making a finding that the alley is not required for present or future public use; authorizing the City Manager to take all necessary action to effectuate the vacation, abandonment, closure, and quitclaim; and providing for a public hearing.

Attachments:

20210126\_Ordinance 2021-02 HEB purchase of ROW alley closure - second reading.pdf

7.C. 2018 Building and Related Codes. The following items will be presented and considered together as one item:

7C (1) Ordinance No. 2021-03, second reading. An Ordinance amending Section 26-32 of Chapter 26 "Building and Building Regulations" of the Code of Ordinances of the City of Kerrville, Texas, in its entirety by adopting the International Residential Code, 2018 Edition, for one- and two-family dwellings, regulating the construction, enlargement, alteration, repair, removal, demolition, conversion, occupancy, equipment, use, height, area, and maintenance of all one- and two-family

dwelling and multiple single-family dwellings (townhouses) within the city; adopting local amendments; and renumbering Section 26-1 concerning the moving of a house upon city streets.

7C (2) Ordinance No. 2021-04, second reading. An Ordinance amending Section 26-31 of Chapter 26 "Building and Building Regulations" of the Codes of Ordinances of the City of Kerrville, Texas, in its entirety by adopting the International Building Code, 2018 Edition, regulating the construction, enlargement, alteration, repair, removal, demolition, conversion, occupancy, use, height, area, and maintenance of all buildings or structures within the city except one-and two-family dwellings and multiple single-family dwellings (townhouses), and including the National Electrical Code as referenced herein; adopting local amendments; and adopting a new Section 26-38 to require a permit for the construction of a fence.

7C (3) Ordinance No. 2021-05: second reading, adoption of an Ordinance amending Articles II, III, IV, V, and VI Chapter 26 "Building and Building Regulations" of the Code of Ordinances of the City of Kerrville, Texas, in their entirety by adopting the existing International Building Code, National Electrical Code, International Plumbing Code, International Fuel Gas Code, International Mechanical Code, International Energy Conservation Code, and the International Swimming Pool and Spa Code, 2018 Editions; and adopting local amendments to each code.

7C (4) Ordinance No. 2021-06, second reading. An Ordinance amending Chapter 50 "Fire Prevention and Protection" of the Code of Ordinances of the City of Kerrville, Texas, by deleting Sections 50-2 and 50-3; adding a new Section 50-5, to adopt the National Fire Prevention Association 101, Life Safety Code, 2018 Edition; and adopting local amendments to said code.

Attachments:

[20210126\\_Ordinance 2021-03 Adoption of 2018 International Residential Code - second reading.pdf](#)

[20210126\\_Ordinance 2021-04 Adoption of 2018 International Building Code - second reading.pdf](#)

[20210126\\_Ordinance 2021-05 Adoption of 2018 Mechanical Code - second reading.pdf](#)

[20210126\\_Ordinance 2021-06 Adoption of 2018 Fire Code - second reading.pdf](#)

**8 CONSIDERATION AND POSSIBLE ACTION:**

8.A. Resolution No. 08-2021. A Resolution amending the City of Kerrville Fee Schedule by adopting a fee to be charged with respect to an application for a fence permit.

Attachments:

[20210126\\_Resolution 08-2021 Amending Fee Schedule - Fence Permit.pdf](#)

8.B. Development and Management Agreement between the City of Kerrville and the Heart of the Hills Heritage Center and the Concept Plan and Budget for the project.

Attachments:

[20210126\\_Development Management Agreement\\_HHHC.pdf](#)

[20210126\\_Presentation\\_HHHC Dev Mgmt Agreement Deal Points.pdf](#)

[20210126\\_Presentation\\_HHHC Concept Plan and Budget.pdf](#)

8.C. Purchase of a 2021 Ford Transit Van in the amount of \$94,207.60 from Ken Stoepel Ford, Waldoch, & KWIKSIGNS, to be used as a Neighborhood Enhancement Vehicle to include library services.

Attachments:

[20210126\\_Quote\\_BHML NET Vehicle.pdf](#)

[20210126\\_PowerPoint\\_NET Vehicle City Council Presentation.pdf](#)

8.D. Professional Service Agreement with Freese and Nichols, Inc. to update the City of Kerrville Water & Wastewater Master Plan.

Attachments:

[20210126\\_Scope\\_ Water Wastewater Master Plan Update.pdf](#)

8.E. Agenda distribution timeframes and City Council regular meetings date and time. Requested by Councilmember Clarkson and Councilmember Cochrane.

- 8.F. [City's ongoing preparedness and response to COVID-19 \(Coronavirus\).](#)
- 8.G. [Declaration of local state of disaster due to a public health emergency, March 20, 2020.](#)  
Attachments:  
[20200922\\_Resolution\\_16-2020 Extending Mayor's Disaster Declaration Covid-19 7-28-20.pdf](#)

**9 INFORMATION & DISCUSSION:**

- 9.A. [Financial update for the month ended December 31, 2020.](#)  
Attachments:  
[20210126\\_Presentation\\_Financial Update.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.*

**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:** January 26, 2021      **DATE SUBMITTED:** Jan 18, 2021

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20210126\\_Recognition\\_Kerrville Kindness Award 1-26 Blue Santa.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: Blue Santa

**RECOMMENDED ACTION:**

Announce recipient.



# CITY OF KERRVILLE

recognizes

## THE KERRVILLE POLICE DEPARTMENT'S "BLUE SANTA" PROGRAM

with the January 26, 2021

### *KERRVILLE KINDNESS AWARD*

Each year, the Kerrville Police Department's "Blue Santa" program provides a full holiday meal for needy families, as well as clothing for their children and a Christmas gift for each child ages 13 and under. This is only possible because of the goodwill and big hearts of Kerrville's citizens, businesses, and civic groups that support Blue Santa every year. The December 2020 "Blue Santa" collection resulted in 71 area families and more than 300 area children enjoying a merry Christmas season. The Kerrville Kindness program offers a sincere "Thank you" to all who organized and participated in another successful "Blue Santa" event.

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 Brenda Hughes

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

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**SUBJECT:** Recognition and commendations for termed Board members.

**AGENDA DATE OF:** January 26, 2021      **DATE SUBMITTED:** Jan 18, 2021

**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>
\$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:**

- Food Service Advisory Board: Monty Rush, December 2020
- Food Service Advisory Board: Seth White, December 2020
- Planning & Zoning Commission: Garrett Harmon, December 2020
- Planning & Zoning Commission: Rustin Zuber, December 2020
- Recovery Community Coalition: Dale Trees, December 2020
- Senior Services Advisory Committee: Robert Olge, September 2020
- Senior Services Advisory Committee: Mike Wilson, September 2020

**RECOMMENDED ACTION:**

Present commendations.



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

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**SUBJECT:** Update on Kerr County Animal Services by Karen Guerriero, City Council Appointee to the Kerr County Animal Services Advisory Board.

**AGENDA DATE OF:** January 26, 2021      **DATE SUBMITTED:** Jan 20, 2021

**SUBMITTED BY:** Kim Meisner

**EXHIBITS:** [20210126\\_Presentation\\_Kerr County Animal Services Update.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:**

Karen Guerriero will present an update on Kerr County Animal Services.

**RECOMMENDED ACTION:**

This is a presentation only. No action is required.

# Animal Welfare Update

*City of Kerrville, Tx*

*January 26, 2021*



# **KERR COUNTY ANIMAL SERVICES ADVISORY BOARD**



- Formed in 2019 by Kerr County Commissioners

- Comprised of 5 members

Phyllis Allen, Vet Tech - Freeman Fritts

Reagan Givens, Director - Kerr County Animal Services

David Goodnight, DVM

Karen Guerriero, Kerrville Pets Alive!

Jonathan Letz, Kerr County Commissioner, Precinct 3

- Quarterly Meetings

- Progress

- Future



*Education*

*Resources*

*Advocacy*

*Support*



*Saving Kerr County  
Cats & Dogs*

## ***KERRVILLE PETS ALIVE!***

- Formed in 2019
- 501c3 nonprofit organization
- All volunteer. 10 board members
- Mission
- Progress
- Future

***EVERY DAY IS A KPA! DAY***



## **WE MAKE KERR COUNTY A HEALTHY & SAFE PLACE FOR PEOPLE & PETS**

- Providing funding for spay / neuter surgeries
- Donating vaccines and healthcare items
- Providing volunteer support including rescue and transport
- Supplementing fees to promote adoptions
- **NEW!** Working to place Peterson Hospice patient pets
- Providing pet food for area food banks
- Providing public education about responsible pet ownership
- Offering financial support to area partner rescues and shelters
- Serving as advocates in pet cruelty cases
- Networking lost and found pets to reunite them with owners / HCAA
- Working with Kerr County officials for the betterment of animal services - new KCAS facility
- Saving feral cats that before, had no hope of survival



# WHAT CAN THE CITY OF KERRVILLE DO?

## *HIGH COMMUNITY IMPACT / LOW-COST IDEAS*

### CITY OF KERRVILLE + KPA! SPONSORED EVENTS

- **Minimal Contact** FREE MICROCHIPPING FOR CITY RESIDENTS
- DISTRIBUTION OF RESPONSIBLE PET OWNERSHIP PACKET
- ONLINE AND SOCIAL MEDIA PET EDUCATION
- PET SAFETY & OWNERSHIP EDUCATION FOR KISD



**WE NEED  
KERRVILLE'S  
HELP!**



**KERRVILLE  
Pets!  
Alive!**



# KERRVILLE Pets! Alive!

414 Clay Street | Kerrville, Tx  
[kerrvillepetsalive.org](http://kerrvillepetsalive.org)





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

**SUBJECT:** Resolution No. 07-2021. A Resolution granting the request for decertification of the City's certificate of convenience and necessity (CCN) for a specified area in and around the Castlecomb Water System; such system serving a housing development generally located south of the intersection of Peterson Farm Road and Splitrock Road; and authorizing the City Manager and City Attorney to take all action to effectuate the decertification of the City's water utility CCN in the specified Area.

**AGENDA DATE OF:** January 26, 2021 **DATE SUBMITTED:** Jan 19, 2021

**SUBMITTED BY:** Stuart Barron

**EXHIBITS:** [20210112\\_Resolution 07-2021 Decert CCN at Castlecomb Subdivision.pdf](#)  
[20210126\\_CSWR letter to City Manager.pdf](#)  
[20210126\\_map\\_Rough Service Area Map Castlecomb.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>	Yes
<b>Key Priority Area</b>	W - Water / Waste-Water / Drainage
<b>Guiding Principle</b>	W2. In the development of the long-range water plan, anticipate growth, consider all sources and plan for future droughts
<b>Action Item</b>	W2.4 - Working with developers, encourage community water systems within the City of Kerrville and larger Certificate of Convenience and Necessity (CCN) area to reduce the number of private wells

**SUMMARY STATEMENT:**

CSWR-Texas Utility Operating Company, LLC ("CSWR Texas"), a Missouri-based water and wastewater utility, operating in Texas was recently appointed by the Public Utility Commission of Texas as temporary manager for the Castlecomb neighborhood's private water and wastewater systems ("Castlecomb") in Kerr County. The Castecomb

neighborhood is located outside of the Kerrville City limits, but in the Extraterritorial Jurisdiction (ETJ), along Peterson Farm Road. The neighborhood has approximately 25 existing single family homes currently constructed, and has no intent to be annexed into the Kerrville city limits. Upon being appointed temporary manager, CSWR Texas determined that it would be more efficient and beneficial to customers to acquire this utility system outright in order to establish stable long-term management willing to make the necessary investments to rehabilitate the systems and improve the quality of water and service. CSWR Texas intends to file a sale-transfer-merger ("STM") application with the PUC in the near future.

Castlecomb subdivision is located in Kerr County, within the City of Kerrville's CCN (Certificate of Convenience and Necessity). In order for CSWR to gain the certificated service area Kerrville would first have to release the existing CCN. A letter of request to decertify the developed areas within the Castlecomb subdivision has been sent to the City Manager and is attached here for reference. All vacant properties adjacent to this CCN release will remain in the City of Kerrville CCN, so that future development oversight can be provided. A presentation on this topic was provided to the City Council at their January 19th City Council Worksession.

**RECOMMENDED ACTION:**

Approve Resolution No. 07-2021. Decertify and release the developed areas of Castlecomb subdivision out of the City of Kerrville CCN.

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 07-2021**

**A RESOLUTION GRANTING THE REQUEST FOR DECERTIFICATION OF THE CITY'S CERTIFICATE OF CONVENIENCE AND NECESSITY FOR A SPECIFIED AREA IN AND AROUND THE CASTLECOMB WATER SYSTEM, SUCH SYSTEM SERVING A HOUSING DEVELOPMENT GENERALLY LOCATED SOUTH OF THE INTERSECTION OF PETERSON FARM ROAD AND SPLITROCK ROAD; AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ALL ACTION TO EFFECTUATE THE DECERTIFICATION OF THE CITY'S WATER UTILITY CCN IN THE SPECIFIED AREA**

**WHEREAS**, in 2010, the Texas Commission on Environmental Quality ("TCEQ"), in response to an application from the City, granted the City a certificate of convenience and necessity ("CCN") for the City's water utility; and

**WHEREAS**, the CCN is given to an entity by TCEQ to authorize the entity, in this case the City, to be the supplier of water service in a specified area; and

**WHEREAS**, the CCN granted to the City consists of the area two miles beyond the City's limits at that time, but excluded areas where other CCNs, whether from private or public water systems, were in existence; and

**WHEREAS**, the Texas Public Utility Commission ("PUC") recently appointed CSWR-Texas Utility Operating Company, LLC ("CSWR Texas") as temporary manager for the Castlecomb water and wastewater systems ("Castlecomb") in Kerr County; and

**WHEREAS**, Castlecomb currently provides water and wastewater service to a platted residential development made up of approximately 30 homes and 3 remaining lots, said development generally located south of the intersection of Peterson Farm Road and Splitrock Road; and

**WHEREAS**, CSWR Texas intends to acquire Castlecomb outright and to continue providing water and wastewater service for the development; and

**WHEREAS**, CSWR Texas has contacted the City as Castlecomb is located within the City's CCN, and CSWR Texas requests that the City agree to decertify, as to the CCN, the area that CSWR Texas will acquire upon approval of its acquisition of Castlecomb by the PUC; and

**WHEREAS**, City staff has studied this request from CSWR Texas, worked with CSWR Texas to define the area that is requested for decertification from the CCN, and is of the opinion that such request is in the best interest of the City and should be granted; and

**WHEREAS**, City Council finds it to be in the public interest to grant the decertification as specified herein and to authorize the City Manager and City Attorney to take such action(s) as necessary to effectuate the decertification;

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

**SECTION ONE.** City Council authorizes the decertification of the City's CCN pursuant to the request from CSWR Texas and as indicated on the map attached as **Exhibit A.**

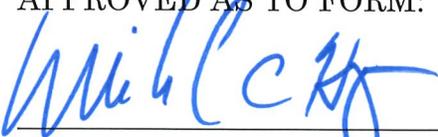
**SECTION TWO.** The City Manager, or designee, and the City Attorney are authorized to take all action necessary to effectuate decertification referenced in Section One, above.

**PASSED AND APPROVED ON this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2021.**

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

APPROVED AS TO FORM:

ATTEST:

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

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

# Coffin | Renner

December 9, 2020

Mark McDaniel  
City Manager of Kerrville  
701 Main Street  
Kerrville, Texas 78028

Dear Mr. McDaniel:

CSWR-Texas Utility Operating Company, LLC (“CSWR Texas”), a Missouri-based water and wastewater utility with operations throughout the state of Texas, was recently appointed by the Public Utility Commission of Texas as temporary manager for the Castlecomb water and wastewater systems (“Castlecomb”) in Kerr County. Upon being appointed temporary manager, CSWR Texas determined that it would be more efficient and beneficial to customers to promptly acquire these systems outright in order to establish stable long-term management willing to make the necessary investments to rehabilitate the systems and improve the quality of water and service. CSWR Texas intends to file a sale-transfer-merger (“STM”) application with the Commission soon.

As legal counsel for CSWR Texas, I am contacting you because it has come to our attention that the Castlecomb systems appears to be located within the certificated service area of the City of Kerrville. Castlecomb is not currently certificated by the Commission. In order to properly certificate the facilities and service area—and to remove these facilities and any potential obligation to serve from Kerrville’s certificated service area—the Company requests that Kerrville agree to decertify the area CSWR Texas will acquire upon approval of the acquisition by the Commission. Attached to this letter is a map that identifies the area currently certificated to Kerrville that CSWR Texas requests be decertified upon approval of the acquisition by the Commission.

I look forward to discussing this matter with you in more detail at your earliest convenience. My contact information is below. Thank you again for your time and consideration.

Sincerely,

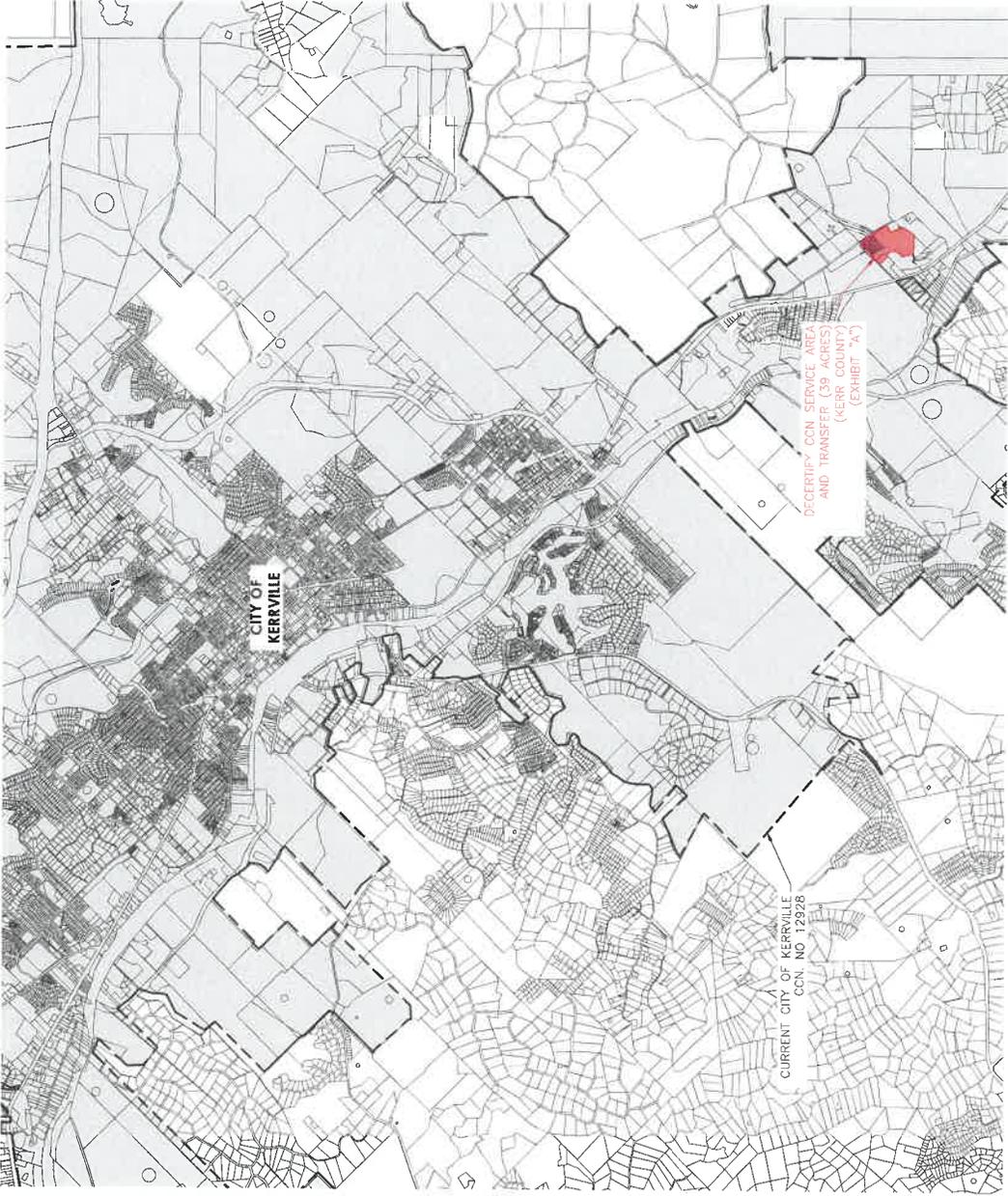
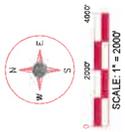


Evan D. Johnson  
Attorney for CSWR, LLC

cc: Mike Hayes, City Attorney of Kerrville

# CSWR To Transfer Facilities from City of Kerrville to Amend Castlecomb CCN

OVERALL LOCATION - KERR COUNTY



REQUESTED WATER SERVICE AREAS TO TRANSFER AND AMEND

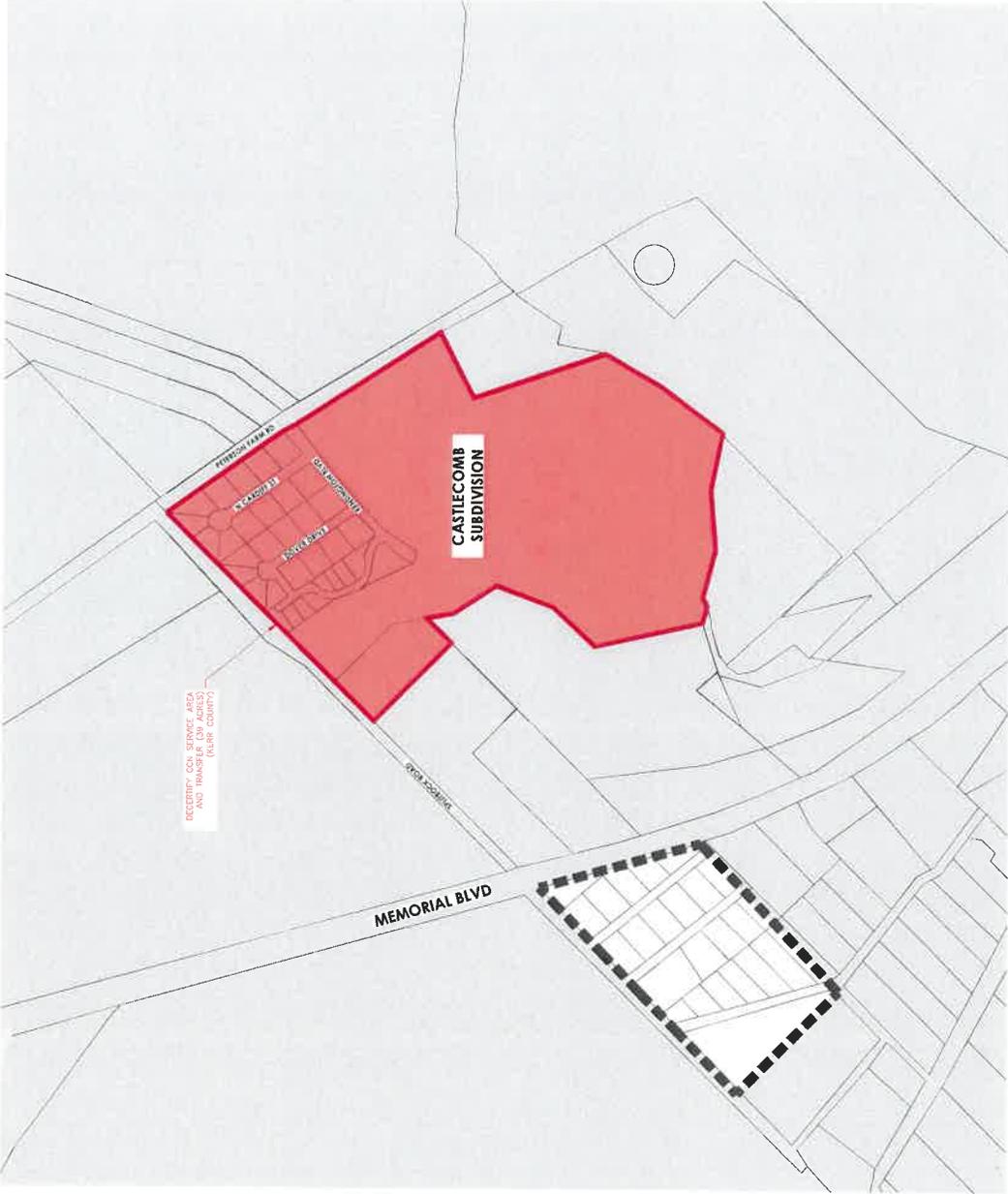


DATE:	12/02/2020
DRAWN BY:	E.A.T.
SCALE:	1" = 2000'
SHEET NAME:	OVERALL LOCATION MAP
PROJECT NO.:	2019-11-01

**21 DESIGN GROUP INC.**  
2100 S. UNIVERSITY BLVD. SUITE 200  
KERRVILLE, TEXAS 78701  
PH: 817.420.1234  
WWW.21DESIGNGROUP.COM

# CSWR To Transfer Facilities from City of Kerrville to Amend Castlecomb CCN

OVERALL LOCATION - KERR COUNTY



REQUESTED WATER SERVICE AREAS TO TRANSFER AND AMEND



Current City of Kerrville CCN No. 12928

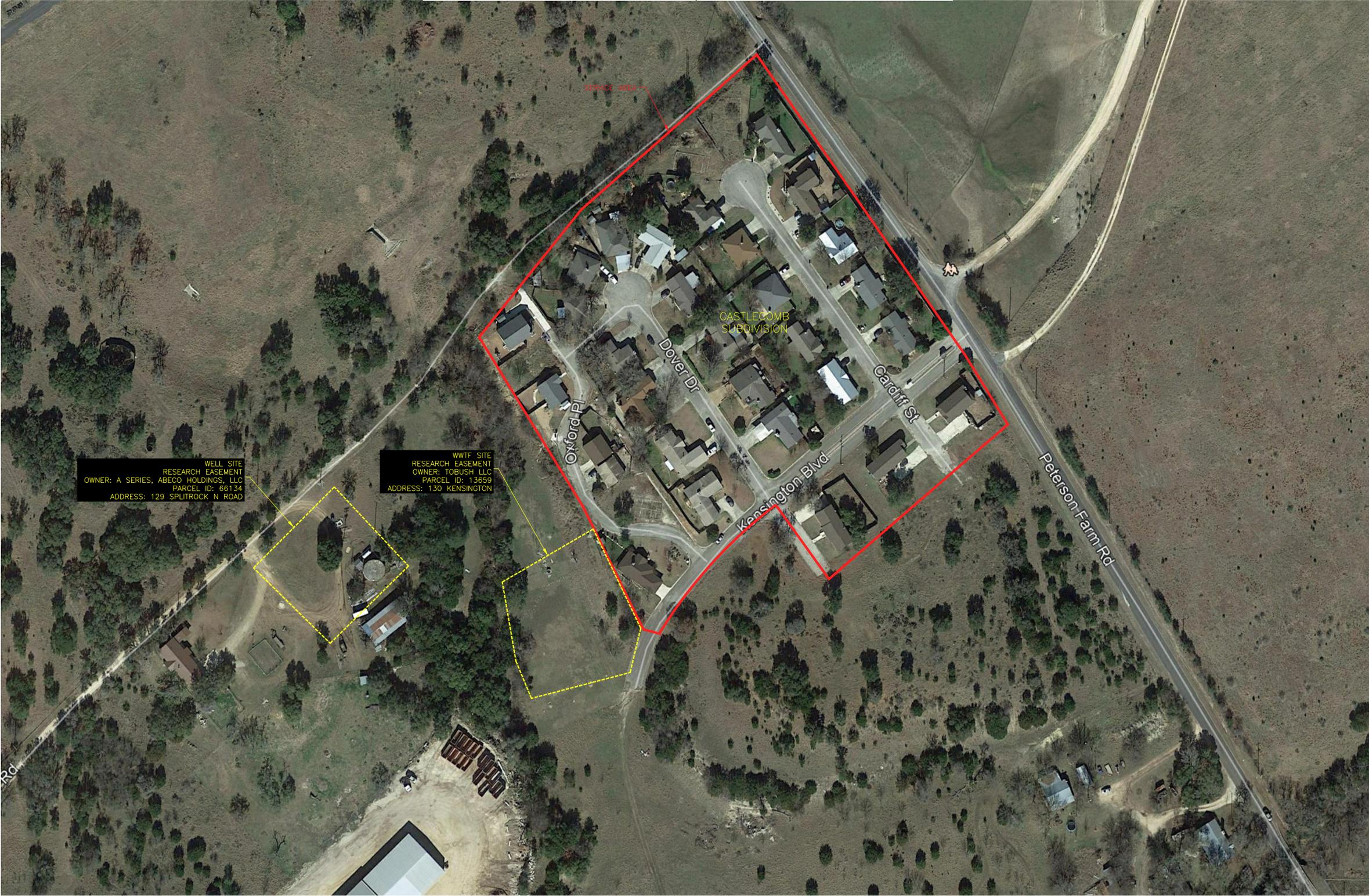
Describe Portion from City of Kerrville, CCN No. 12928 and Amend to CSWR's Castlecomb, CCN.

DATE:	12/02/20
DRAWN BY:	MLC
SCALE:	1" = 200'
SHEET NAME:	OVERALL LOCATION MAP
PROJECT:	CASTLECOMB



138 Alameda, Suite 201  
Kerrville, TX 78601  
P: 361-247-0000

**ROUGH SERVICE AREA MAP (v3)  
CASTLECOMB  
(WATER)  
KERR, TX**



WELL SITE  
RESEARCH EASEMENT  
OWNER: A SERIES, ABECO HOLDINGS, LLC  
PARCEL ID: 66134  
ADDRESS: 129 SPLITROCK N ROAD

WWTF SITE  
RESEARCH EASEMENT  
OWNER: TOBUSH LLC  
PARCEL ID: 13659  
ADDRESS: 130 KENSINGTON

\*The area outlined in red as well as the well site and the wastewater sites in yellow will be decertified out of the City of Kerrville's CCN pursuant to the request from CSWR-Texas.

Utility Note Disclaimer:

The utilities shown hereon are depicted based on the customer list provided by the system manager, 21 Design Group, Inc performed no field verification of the layout and are unable to determine the exact location at this time. The location represents approximate location only and should not be construed as being 100% accurate. It is shown to provide general layout of the system only and should not be used to interpret encroachments.

DATE:	1/5/21
PROJECT NO:	0559-19
DRAWN BY:	B.J.K.
SCALE:	
SHEET NAME:	SERVICE AREA MAP





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

---

**SUBJECT:** Consulting Agreement with TriStem, Ltd. for audit services related to franchise fee and sales tax payers.

**AGENDA DATE OF:** January 26, 2021      **DATE SUBMITTED:** Jan 19, 2021

**SUBMITTED BY:** Amy Dozier

**EXHIBITS:** [20210126\\_Agreement\\_TriStem Agreement.pdf](#)

---

<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
30% of reimbursement received	\$0	\$0	01-0106-3111

**PAYMENT TO BE MADE TO:** TriStem, Ltd.

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<b>Kerrville 2050 Item?</b>	Yes
<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:**

The City receives franchise fees from multiple utility providers including cable and telecommunications providers. The franchise fee amount remitted to the City is based on calculations performed by the businesses remitting the fee. The City has the right to audit these calculations, checking for accuracy and completeness. In addition, the City receives sales tax from local businesses that collect and remit sales tax to the State. Whether or not a business pays City sales tax is determined by the location of the business.

This contract engages TriStem to conduct audits related to franchise fee and sales tax payments. In particular, TriStem will conduct address searches to make sure that City fees and/or tax is being collected and remitted for all eligible address. In addition, TriStem will ensure that all eligible revenue is included in the franchise fee. The first audit will relate to fees paid by Charter Communications (parent company of Spectrum) and is expected to take approximately 6 months.

The audit fee is equal to 30% of payments collected as a result of their audit findings. Payment is not due until after the City actually receives a payment from a vendor.

TriStem performs these services for many cities in Texas. TriStem provided the City with a list of references, which have been checked. Other cities report that TriStem is professional, reputable and helped their city find and collect previously unreported amounts.

**RECOMMENDED ACTION:**

Authorize the City Manager to sign a consulting agreement with TriStem, Ltd.



## **CONSULTING AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between \_\_\_\_\_, hereinafter referred to as CLIENT, and TRISTEM, LTD., hereinafter referred to as TRISTEM or CONSULTANT, and covers the relationship of CONSULTANT and CLIENT.

### **Utility Bill Audit**

TRISTEM will conduct an audit of prior utility billing and payments to determine that amounts billed by vendors have been accurate. TRISTEM will also determine if there are alternative rates or other mechanisms that would result in savings for CLIENT's accounts. TRISTEM will notify CLIENT of the results of the audit, will seek to obtain refunds from vendors for any past over-billings which have occurred, and will work to implement all CLIENT approved savings measures. As a fee for these services, CLIENT agrees to pay TRISTEM 30% of any refunds CLIENT receives from its utility providers as a result of TRISTEM'S services or audit process, or any part thereof, plus 30% of any approved and implemented savings (billing reductions) resulting from TRISTEM'S work for a period of twenty-four (24) months beginning with the first month during which savings are realized.

### **Franchise Fee and/or e911 Fee Audit**

TRISTEM will conduct an audit of prior utility franchise fee payments made to the CLIENT to determine that amounts paid by utility vendors have been accurate. TRISTEM will notify CLIENT of the results of the audit, will seek to obtain refunds from utility vendors for any past underpayments which have occurred, and will work to implement all franchise fee correction measures. As a fee for these services, CLIENT agrees to pay TRISTEM 30% of any reimbursements CLIENT receives from its utility providers as a result of TRISTEM'S services or audit process.

### **Sales Tax Audit**

TRISTEM will conduct an audit of prior sales tax payments made to the CLIENT to determine that amounts paid by all businesses have been accurate. TRISTEM will notify CLIENT of the results of the audit, will seek to obtain back payments from the state for any past underpayments which have occurred, and will work to implement all sales tax correction measures. As a fee for these services, CLIENT agrees to pay TRISTEM 30% of any reimbursements CLIENT receives from the state as a result of TRISTEM'S services or audit process.

### **Consultant Fees**

CONSULTANT'S fee is not due until CLIENT receives refunds, payments and/or billing reductions from the vendor/franchisee/state. CLIENT agrees to pay CONSULTANT'S fee within 30 days of receipt of TRISTEM's invoice, whether refund is in the form of cash, credit to accounts, in-kind contributions or any other form of payment or reimbursement. If future considerations are given in lieu of refunds, TRISTEM will receive the same percentage of the value of the future considerations, as TRISTEM would have received for refunds obtained.

CLIENT retains TRISTEM for audit services for (please check desired services):

\_\_\_\_\_ Electric (including metered & unmetered accounts)

\_\_\_\_\_ Natural Gas

\_\_\_\_\_ Water/Sewer

\_\_\_\_\_ Waste

\_\_\_\_\_ Telecommunications (includes local, long distance and cellular)

\_\_\_\_\_ Franchise Fees

\_\_\_\_\_ Sales Taxes

\_\_\_\_\_ Other \_\_\_\_\_

**AGREED AND ACCEPTED:**

**CLIENT:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**Signature**

**Title**

**DATE:** \_\_\_\_\_

**TRISTEM, LTD:**

**BY:** \_\_\_\_\_

**Signature**

**Title**

**DATE:** \_\_\_\_\_



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

---

**SUBJECT:** Minutes for the City Council meeting held January 12, 2021.

**AGENDA DATE OF:** January 26, 2021      **DATE SUBMITTED:** Jan 18, 2021

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20210126\\_Minutes Council regular meeting 6pm 1-12-21.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:**

Minutes for the City Council meeting held January 12, 2021 at 6:00 p.m.

**RECOMMENDED ACTION:**

Approve minutes as presented.

**CITY COUNCIL MINUTES  
REGULAR MEETING**

**KERRVILLE, TEXAS  
JANUARY 12, 2021**

On January 12, 2021, at 6:00 p.m. the meeting was called to order by Mayor Bill Blackburn in the City Hall Council Chambers at 701 Main Street. The invocation was offered by Councilmember Judy Eychner, followed by the Pledge of Allegiance led by Councilmember Eychner.

**COUNCILMEMBERS PRESENT:**

Bill Blackburn	Mayor
Kim Clarkson	Mayor Pro Tem
Gary Cochrane	Councilmember
Judy Eychner	Councilmember
Brenda Hughes	Councilmember

**COUNCILMEMBER ABSENT: None**

**CITY EXECUTIVE STAFF:**

Mark McDaniel	City Manager	Amy Dozier, Chief Financial Officer
E.A. Hoppe	Deputy City Manager	Eric Maloney, Fire Chief
Mike Hayes	City Attorney	Kim Meisner, Exec Dir General Ops
Shelley McElhannon	City Secretary	Drew Paxton, Planning Director

**VISITORS PRESENT:** No citizens were present physically at the City Council meeting due to the COVID-19 pandemic restrictions, health and safety risks, and the Governor's Disaster Declaration on March 16, 2020; public participation was engaged through Zoom, telephone, and by email.

**1. ANNOUNCEMENTS OF COMMUNITY INTEREST:**

No items were presented.

**2. PRESENTATIONS:**

2A. Kerrville Kindness award.

Mayor Blackburn deferred this item to the January 26, 2021 City Council meeting.

**3. VISITORS FORUM:**

The following person(s) spoke:

- Allen Amason

**4. CONSENT AGENDA:**

Councilmember Eychner made a motion to approve the consent agenda items 4A through 4J. Councilmember Eychner provided comments on items 4A, 4B, and 4C. Councilmember Gary Cochrane seconded the motion, and the motion passed 5-0.

4A. Resolution No. 05-2021. A Resolution authorizing the appointment of an Assistant City Attorney.

4B. Purchase of two International dump trucks with Warren 6/8 yard dump bodies, via HGAC Purchasing Cooperative in an amount not to exceed \$201,252.00.

4C. Purchase of new Vac-Con sewer vacuum truck from Heil of Texas via Buy Board in an amount not to exceed \$377,735.75.

4D. Execute a change order decreasing the awarded amount for the 2019 Bond Street Reconstruction Package A project.

4E. Application for a license agreement to authorize a Downtown Sidewalk Café: PAX Coffee Shop, 203 Earl Garrett Street.

4F. Community Services Agreement by and between the City of Kerrville, Texas, and the Barnett Chapel United Methodist Church for renovation of the Glory Community Garden.

- Kim Meisner read a written comment from citizen Pamela Umstead.

4G. Funding Agreement between the City of Kerrville Texas Economic Improvement Corporation and the City of Kerrville, Texas to fund a Concept Feasibility Study for an extension of the Kerrville River Trail from G Street to Downtown Kerrville.

4H. Designation of an administration service provider for the 2021 Texas Capital Fund Downtown Revitalization/Main Street Program of the Texas Community Development Block Grant (TXCDBG) Program for application and project implementation.

4I. Minutes for the City Council meeting held December 08, 2020.

4J. Minutes for the City Council special-called meeting held December 17, 2020.

#### **END OF CONSENT AGENDA**

Amy Dozier provided information regarding the Buy Board.

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

5A. Resolution No. 02-2021. A Resolution granting a Conditional Use Permit to authorize a Tattoo shop on the property consisting of Lot 5, Block 33, of the Schreiner Addition, a Subdivision of record within the City of Kerrville, Kerr County, Texas; and located at 215 Water Street; said property is located within the Downtown Arts and Culture (DAC) Zoning District; and making said permit subject to certain conditions and restrictions contained herein.

Shelley McElhannon read Resolution No. 02-2021 caption into record.

Drew Paxton presented information and responded to questions.

Mayor Blackburn opened the public hearing at 6:14 p.m.

The following person spoke:

- Danielle Lang
- Rachel Lovelace

The public hearing closed at 6:17 p.m.

Councilmember Eychner made a motion to approve Resolution No. 02-2021, seconded by Councilmember Brenda Hughes. The motion passed 5-0.

5B. Resolution No. 03-2021. A Resolution granting a Conditional Use Permit to authorize a short-term rental unit on the property consisting of approximately 0.37 acres, comprising all of Lots 1 and 2, Block 3 of the Hill Crest Addition, a Subdivision within the City of Kerrville and more commonly known as 900 Tivy Street; said property is located within an R-1A Single-Family Residential with accessory dwelling unit Zoning District; and making said permit subject to certain conditions and restrictions contained herein.

Shelley McElhannon read Resolution No. 03-2021 caption into record.

Drew Paxton presented information and responded to questions.

Mayor Blackburn opened the public hearing at 6:21 p.m.

The following person spoke:

- Jennifer Wise

The public hearing closed at 6:23 p.m.

Councilmember Kim Clarkson a motion to approve Resolution No. 03-2021, seconded by Councilmember Cochrane. The motion passed 5-0.

5C. Resolution No. 04-2021. A Resolution amending Resolution No. 03-2019, which granted a Conditional Use Permit for the property located at 200 Main Street (State Hwy. 27); by amending the development site plan applicable to the gasoline station (fuel sales) with car wash and convenience store.

Shelley McElhannon read Resolution No. 04-2021 caption into record.

Drew Paxton presented information and responded to questions.

Mayor Blackburn opened the public hearing at 6:26 p.m.

HEB representatives Cathy Strimple and Chance Kutac were on Zoom to answer any questions posed by Council, however Council did not present questions.

No citizens spoke during the public hearing.

The public hearing closed at 6:27 p.m.

Councilmember Eychner made a motion to approve Resolution No. 04-2021, seconded by Councilmember Clarkson. The motion passed 5-0.

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

6A. Ordinance No. 2021-02, public hearing and first reading. An Ordinance vacating, abandoning, and closing a public right-of-way consisting of a portion of a sixteen foot wide alley, which was originally located in its entirety between Francisco Lemos Street and Hays Street; said portion consisting of approximately 0.0508 acres out Block 48 of the Chas Schreiner 2nd Addition to the City of Kerrville; making a finding that the alley is not required for present or future public use; authorizing the City Manager to take all necessary action to effectuate the vacation, abandonment, closure, and quitclaim; and providing for a public hearing.

Shelley McElhannon read Ordinance No. 2021-02 caption into record.

Drew Paxton presented information and responded to questions.

Mayor Blackburn opened the public hearing at 6:31 p.m.

HEB representatives Cathy Strimple and Chance Kutac were on Zoom to answer any questions posed by Council, however Council did not present questions.

The following person spoke:

- Roman Garcia

The public hearing closed at 6:33 p.m.

Councilmember Eychner made a motion to approve Ordinance No. 2021-02, seconded by Councilmember Cochrane. The motion passed 5-0.

6B. Ordinance No. 2021-01, public hearing and first reading. An Ordinance annexing an approximate 33.81 acre tract of land out of the Samuel Wallace Survey No. 113, Abstract No. 347, into the corporate limits of the City of Kerrville, Texas; said tract generally located in the 3200 block of Loop 534 (Veterans Highway).

Shelley McElhannon read Ordinance No. 2021-01 caption into record.

Drew Paxton presented information and responded to questions.

Mayor Blackburn opened the public hearing at 6:38 p.m.

No citizens spoke.

The public hearing closed at 6:38 p.m.

Councilmember Cochrane made a motion to approve Ordinance No. 2021-01, seconded by Councilmember Eychner. The motion passed 5-0.

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

7A. 2018 Building and Related Codes. The following items will be presented and considered together as one item:

7A (1) Ordinance No. 2021-03, first reading. An Ordinance amending Section 26-32 of Chapter 26 "Building and Building Regulations" of the Code of Ordinances of the City of Kerrville, Texas, in its entirety by adopting the International Residential Code, 2018 Edition, for one- and two-family dwellings, regulating the construction, enlargement, alteration, repair, removal, demolition, conversion, occupancy, equipment, use, height, area, and maintenance of all one- and two-family dwellings and multiple single-family dwellings (townhouses) within the city; adopting local amendments; and renumbering Section 26-1 concerning the moving of a house upon city streets.

7A (2) Ordinance No. 2021-04, first reading. An Ordinance amending Section 26-31 of Chapter 26 "Building and Building Regulations" of the Codes of Ordinances of the City of Kerrville, Texas, in its entirety by adopting the International Building Code, 2018 Edition, regulating the construction, enlargement, alteration, repair, removal, demolition, conversion, occupancy, use, height, area, and maintenance of all buildings or structures within the city except one-and two-family dwellings and multiple single-family dwellings (townhouses), and including the National Electrical Code as referenced herein; adopting local amendments; and adopting a new Section 26-38 to require a permit for the construction of a fence.

7A (3) Ordinance No. 2021-05: first reading, adoption of an Ordinance amending Articles II, III, IV, V, and VI Chapter 26 "Building and Building Regulations" of the Code of Ordinances of the City of Kerrville, Texas, in their entirety by adopting the existing International Building Code, National Electrical Code, International

Plumbing Code, International Fuel Gas Code, International Mechanical Code, International Energy Conservation Code, and the International Swimming Pool and Spa Code, 2018 Editions; and adopting local amendments to each code.

7A (4) Ordinance No. 2021-06, first reading. An Ordinance amending Chapter 50 "Fire Prevention and Protection" of the Code of Ordinances of the City of Kerrville, Texas, by deleting Sections 50-2 and 50-3; adding a new Section 50-5, to adopt the National Fire Prevention Association 101, Life Safety Code, 2018 Edition; and adopting local amendments to said code.

Shelley McElhannon read Ordinances No. 2021-03, 2021-04, 2021-05, and 2021-06 captions into record.

Drew Paxton presented information and responded to questions.

The following person spoke:

- Roman Garcia

Councilmember Cochrane made a motion to approve all items under 7A - Ordinances No. 2021-03, 2021-04, 2021-05, and 2021-06 on first reading, seconded by Councilmember Eychner. The motion passed 5-0.

#### **8. ORDINANCES, SECOND READING:**

8A. Ordinance No. 2020-27, second reading. An Ordinance amending Ordinance No. 2003-16, which created a Planned Development District (PDD) for the property known as 401 W. Water Street; by adding Tattoo Shop as an authorized use for the property.

Shelley McElhannon read Ordinance No. 2020-27 caption into record.

Councilmember Eychner made a motion to approve Ordinance No. 2020-27 on second reading, seconded by Councilmember Hughes. The motion passed 5-0.

8B. Ordinance No. 2020-26, second reading. An Ordinance annexing an approximate 5.00 acre tract of land known as 5275 Highway 27 into the City's corporate limits; adopting a service plan for the property annexed; establishing the zoning for the property and an adjacent property known as 100 Airport Commerce Parkway E. as an Industrial and Manufacturing Zoning District (IM).

Shelley McElhannon read Ordinance No. 2020-26 caption into record.

Councilmember Cochrane made a motion to approve Ordinance No. 2020-26 on second reading, seconded by Councilmember Clarkson. The motion passed 5-0.

#### **9. INFORMATION & DISCUSSION:**

9A. The following Resolutions will be presented and considered together as one item:

9A (1) Resolution No. 06-2021. A Resolution concerning air quality permit (RN 163301), which if approved will authorize the construction and operation of a permanent rock and concrete crushers (quarry) at a site south of the intersection of Al Mooney Road and State Highway 27; expressing concerns regarding public health, safety, and welfare implications due to the impact of this operation; and urging thorough review of said application.

Shelley McElhannon read Resolution caption into record.

Mark McDaniel presented information and responded to questions.

The following person spoke.

- Roman Garcia – when called upon, Mr. Garcia advised he had no comment.

Councilmember Eychner made a motion to approve Resolution No. 06-2021, seconded by Councilmember Clarkson. The motion passed 5-0.

9A (2) Resolution No. 01-2021. A Resolution adopting the City of Kerrville's 2021 State Legislative priorities for the 87th Texas Legislature.

Shelley McElhannon read Resolution caption into record.

E.A. Hoppe presented information, and E.A. Hoppe, Mike Hayes, and Mark McDaniel responded to questions.

Councilmember Eychner made a motion to adopt Resolution No. 01-2021, seconded by Councilmember Hughes. The motion passed 5-0.

9B. Construction Agreement with SJ&J Construction, LLC for the Guadalupe River Utility Crossing project in an amount of \$1,033,455.00.

Shelley McElhannon read item 9B caption into record.

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

Councilmember Cochrane made a motion to authorize the City Manager to finalize and execute a construction contract, seconded by Councilmember Eychner. The motion passed 5-0.

9C. Briefing and possible action as to the City's ongoing preparedness and response to COVID-19 (Coronavirus).

Shelley McElhannon read item 9C caption into record.

Chief Maloney presented information and responded to questions.

#### **10. ITEMS FOR FUTURE AGENDAS:**

- Option to extend Council agenda distribution timeframes (Clarkson)
- Changing Council meeting days (Cochrane)
- Allen Amason's water pressure item if needed (Blackburn)

#### **11. BOARD APPOINTMENTS:**

11A. Appointments to the Building Board of Adjustment and Appeals.

Councilmember Cochrane made a motion to appoint Mack Edmiston, Jennifer Hyde, Daniel Lowery, Bruce Motheral, Bob Rue, and Michael Walker as members.

Councilmember Eychner seconded, and the motion passed 5-0.

11B. Appointments to the Library Advisory Board.

Councilmember Eychner moved to reappoint Carol Wichman and Tom Moser, and appoint Bev Avery, seconded by Councilmember Hughes. The motion passed 5-0.

11C. Appointments to the Recovery Community Coalition.

Eight vacancies exist on the Recovery Community Coalition. Councilmember Eychner moved to reappoint Randie Benno, LeighAnn Fitzpatrick, and Sabine Kuenzel, and appoint new members Joseph Duprie, Thomas Hurt, Joseph Piszczor, Nikki Saurage, and Cynthia Tate. Councilmember Cochrane seconded, and the motion passed 5-0.

11D. Reaffirmation of member appointments and alternate member appointments to the Zoning Board of Adjustment.

Councilmember Hughes provided reaffirmation of the Zoning Board of Adjustment appointments from the December 08, 2020 Council meeting and made a motion to reappoint Pablo Brinkman and Paul Zohlen as regular members, appoint Mike Asmus from an alternate member to a regular member, and appoint Michael Killeen and Jim Sandy into the alternate positions. The motion was seconded by Councilmember Eychner, and the motion passed 5-0.

The following person spoke:

- Roman Garcia – when called upon, Mr. Garcia advised he had no comment.

Councilmember Clarkson made a motion that City Council adjourn into closed executive session under 551.071 (consultation with attorney) and 551.072 (deliberation regarding real property), seconded by Councilmember Hughes. The motion passed 5-0.

City Council convened into closed executive session at 7:51 p.m.

**12. EXECUTIVE SESSION:**

12A. Public Safety Building (551.071, 551.072).

City Council returned to open session at 8:03 p.m.

**13. ACTIONS ON ITEMS DISCUSSED IN EXECUTIVE SESSION:**

No action was taken in Executive Session.

**ADJOURN.** The meeting adjourned at 8:03 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 workshop held January 19, 2021.

**AGENDA DATE OF:** January 26, 2021      **DATE SUBMITTED:** Jan 18, 2021

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20210126\\_Minutes\\_Council workshop 1-19-21 10am.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:**

Minutes for the City Council workshop held January 19, 2021 at 10:00 a.m.

**RECOMMENDED ACTION:**

Approve minutes as presented.

**CITY COUNCIL MINUTES  
WORKSHOP, COUNCIL CHAMBERS**

**JANUARY 19, 2021 10:00 AM  
KERRVILLE, TEXAS**

**CALL TO ORDER:** On January 19, 2021, at 10:00 a.m., the Kerrville City Council workshop was called to order by Mayor Pro Tem Kim Clarkson in the City Hall Council Chambers, 701 Main Street.

**COUNCILMEMBERS PRESENT:**

Kim Clarkson	Councilmember Place 2, Mayor Pro Tem
Gary Cochran	Councilmember Place 1
Judy Eychner	Councilmember Place 3
Brenda Hughes	Councilmember Place 4

**COUNCILMEMBER ABSENT:**

Bill Blackburn	Mayor
----------------	-------

**CITY STAFF PRESENT:**

Mark McDaniel	City Manager
E.A. Hoppe	Deputy City Manager – participated through Zoom
Mike Hayes	City Attorney
Shelley McElhannon	City Secretary
Stuart Barron	Director of Public Works
Kyle Burow	Director of Engineering

**PRESENTERS IN ATTENDANCE:**

John Neu	Division Manager with Freese and Nichols
Anne Hoskins	Engineer Project Manager with Freese and Nichols
Stephanie Neises	Engineer Project Manager with Freese and Nichols

**CITIZENS PRESENT:**

No citizens were present at the City Council workshop due to the COVID-19 pandemic restrictions and the Governor's Disaster Declaration on March 16, 2020; public participation and engagement was offered through Zoom by telephone, written comments, and by email.

**1. PUBLIC COMMENTS:**

No citizens provided public comments.

**2. INFORMATION AND DISCUSSION:**

2.A. Pending update to the Water and Wastewater Infrastructure Master Plan.

Mark McDaniel introduced the items on the agenda. Stuart Barron, Stephanie Neises, and Mark McDaniel presented information and responded to questions.

2.B. Pending design initiative for improvements to the Knapp lift station and applicable force main and interceptors, in addition to potential funding sources via the Texas Water Development Board.

Stuart Barron, Anne Hoskins, and Mark McDaniel presented information and responded to questions.

2.C. Status of the design/engineering effort for the new Loop 534 Ellenberger well.

Stuart Barron presented information, and Stuart Barron, Kyle Burow, and Mark McDaniel responded to questions.

2.D. Status of the Lois Street Water Tank condition assessment and strategy for replacement.

Kyle Burow presented information and Kyle Burow, Stuart Barron, Mark McDaniel, and John Neu responded to questions.

2.E. Release of Certificate of Convenience and Necessity for Water Service (CCN) at Castlecomb subdivision located off of Peterson Farm Road.

Stuart Barron presented information and responded to questions.

**ADJOURN.**

The meeting was adjourned at 11:12 a.m.

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

APPROVED:

ATTEST:

\_\_\_\_\_  
Kim Clarkson, Mayor Pro Tem

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



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

**SUBJECT:** Resolution No. 09-2021. A Resolution naming the public park located at 1001 Mallard Way as "Granger MacDonald Park".

**AGENDA DATE OF:** January 26, 2021      **DATE SUBMITTED:** Jan 15, 2021

**SUBMITTED BY:** Ashlea Boyle

**EXHIBITS:** [20210126\\_Resolution 09-2021 naming 1001 Mallard Way as Granger MacDonald Park.pdf](#)  
[20210126\\_Form\\_Naming request form Granger MacDonald park.pdf](#)  
[20210126\\_Granger MacDonald Nomination Background.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>	Yes
<b>Key Priority Area</b>	P - Parks / Open Space / River Corridor
<b>Guiding Principle</b>	P7. Promote and market all City parks and recreation amenities, including the Guadalupe River
<b>Action Item</b>	N/A

**SUMMARY STATEMENT:**

Attached is a naming request for the newly dedicated parkland at The Landing located at 1001 Mallard Way. Staff recommends naming the park "Granger MacDonald Park" in honor of the late Granger MacDonald, CEO of MacDonald Companies. One of the recent housing projects of the company, The Landing on Thompson Drive, provided for the dedication of 1.5 acres on Nimitz Lake to the City as new parkland. Mr. MacDonald made significant contributions to the community, and specifically regarding the property described also funded a feasibility study for a potential future boating center. The parkland is unimproved at this time, but could be improved in the future based off of direction provided by the community and City Council via an update to the Parks Master Plan.

Attached are Mr. MacDonald's accomplishments and historical significance to the community.

A public notice was placed in The Kerrville Daily Times for the weekend edition of January 16-17, 2021 to notify the public of the intent for the naming request at a public meeting. Pursuant to the City's naming policy, providing for public discussion at a public meeting, in addition to adopting a subsequent resolution is the final step in the approval process for the naming request. Staff recommends holding the discussion and adopting the resolution as presented.

**RECOMMENDED ACTION:**

Provide a public meeting discussion and consider approving the Resolution to name existing dedicated parkland as Granger MacDonald Park.

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 09-2021**

**A RESOLUTION NAMING THE PUBLIC PARK LOCATED AT 1001  
MALLARD WAY AS “GRANGER MACDONALD PARK”**

**WHEREAS**, City Council, on July 26, 2011, adopted Resolution No. 26-2011, which adopted a *Naming Policy for City Owned Properties and Facilities* (the “Policy”); and

**WHEREAS**, pursuant to the Policy, City Council received an application from the City of Kerrville requesting that the new park located at 1001 Mallard Way, located within the Landing on Thompson Drive development, be named for Mr. Granger MacDonald in honor of his leadership and numerous contributions toward the creation of land developments in and around Kerrville, Texas; and

**WHEREAS**, in accordance with the Policy, City Council held a public meeting on January 26, 2021, at the Kathleen C. Cailloux City Center for the Performing Arts; and

**WHEREAS**, City Council finds that it is in the public interest to name the park located at 1001 Mallard Way, which has been previously conveyed to the City and dedicated for public use, as “Granger MacDonald Park”, in accordance with the Policy;

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

The public park located at 1001 Mallard Way is hereby named “Granger MacDonald Park”.

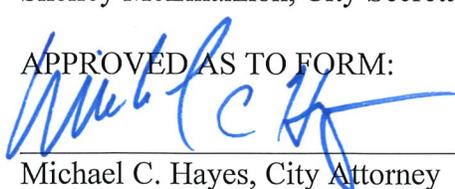
**PASSED AND APPROVED ON this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2021.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

City of Kerrville

# Naming Request Form

Municipally Owned Properties and Facilities

1	Existing Property/Facility Street Address: (Must Be Owned By The City Of Kerrville) <u>1001 Mallard Way, Kerrville, Texas 78028</u>
2	Existing Name of Property/Facility: (if known) <u>Unnamed</u>
3	Proposed New Name: <u>Granger MacDonald Park</u>
4	Applicant Information: <u>City of Kerrville c/o Ashlea Boyle, Director of Parks and Rec.</u> Name <u>701 Main Street, Kerrville, TX 78028</u> Address <u>(830) 258-1153</u> Phone Number <u>ashlea.boyle@kerrvilletx.gov</u> Email <u></u> Signature
5	Association/Group making request: (if any) _____ Address _____
6	Date Submitted in person (to City Secretary's Office): <u>January 12, 2021</u>

Nomination Form  
Business Person(s) of the Year Award

Name: Granger MacDonald (posthumously)

Business: MacDonald Companies

Address: P.O. Box 295 Kerrville, TX 78029

Phone: 830.257.5323

**How has your nominee contributed above and beyond the normal scope of a businessperson in the community or area?**

Please be specific to the award you have circled above. (65%)

Granger MacDonald was more than a businessperson. He was a community minded person who believed in creating affordable living communities for citizens. Granger always believed in giving back to the community through volunteerism (see more information on volunteer activities below).

Granger was never afraid of a challenge and welcomed the opportunity to participate and solve problems. His Company identifies needs and creates solutions for housing needs. MacDonald Companies has built 4 multi-family, affordable housing complexes in the Kerrville Area and countless others throughout the state.

Currently, the Company has started its newest project, The Landing, on Thompson Drive. The property reaches Nimitz Lake. Granger had recently commissioned and paid for a boating study to determine if he could work with the City to create a small marina to benefit Kerrville citizens and to promote economic development.

I had the pleasure of serving with him on the Mayor's Workforce Housing Task Force. Granger was an insightful, knowledgeable member of the committee and understood the challenges that our community faces in creating workforce housing. He was solution-oriented and always came to our meetings prepared with ideas that he had seen work in other communities and

ways to overcome some of the hurdles builders face when trying to construct affordable housing. He was looked to as a trusted advisor and leader in the building industry.

Granger's unexpected passing leaves not only his family but our entire community with a hole that will be very hard-if not impossible- to fill.

How has your nominee participated in other volunteer activities that contributed greatly to the community? (35%)

I have attached Granger MacDonald's Resume which outlines his professional and civic involvement.

Attached documentation (letters of recommendation, newspaper articles, etc.) that support your nomination. Please limit to three pages per nominator. (Attached)

Submitted by: Kim Clarkson

Ph: 830.257.5151 (W) 210.913.2626 (C)

Kim.clarkson@kerrtitle.com/ kim.clarkson@kerrvilletx.gov



**City of Kerrville**

701 MAIN STREET • KERRVILLE, TEXAS 78028 • 830.257.8000 • KERRVILLETX.GOV

September 14, 2020

I appreciated and admired Granger MacDonald.

He had a clear vision for his company, and he showed again and again that he knew how to implement that vision.

His building of units around the state that provided housing for low income families and individuals accomplished their purposes. Yes, the arrangement of tax assistance to get those built was smart and profitable. But I had a further insight to his care for the occupants of those buildings when I knew that going above and beyond what was expected, Granger hired social workers and other individuals to help the persons in those facilities.

Granger was committed to this community. I saw that in how he handled business dealings and in his commitment to build buildings here that were quality, functioned well, and contributed to the community. His involvement in his church (St. Peter's Episcopal Church) and his leadership there were clear symbols of his desire to make a difference in Kerrville. I know first hand that he was generous to local nonprofits and civic endeavors he thought were making a difference in the community.

I was personally proud that he was elected President of the National Homebuilders Association. To have a local person in that important and high profile position was impressive to me, and I hoped that would shine some light on Kerrville.

I miss Granger. I enjoyed being with him, and I was impressed with what he accomplished and the friendships he made along the way.

Sincerely,

  
Bill Blackburn, Mayor

Kerrville Area Chamber of Commerce Nominating Committee

September 13, 2020

To Whom It May Concern,

Upon learning that Granger MacDonald was being posthumously nominated as Kerrville's Business Person of the Year, my immediate reaction was that nothing could be more on target. Granger and his family deserve this recognition. Kerrville and our business community will benefit from embracing such a role model as Granger for many years to come.

In the last quarter of a century, Granger and his carefully developed team have developed over fifty multi-family housing projects providing dignified and affordable housing for over 7,000 Texas families and workers throughout the state of Texas. Four of these projects have been in our own back yard here in Kerrville and his latest venture at The Landing is a visionary project with major potential impact on Kerrville and its future business development. The Landing will serve as a shining example of how to constructively and responsibly utilize one of our community's finest assets, the Guadalupe River, instead of turning our back on this natural treasure.

Granger's rare combination of a passion for doing what's right and wishing to make a positive difference in the lives of everyday Texans while applying incredible common sense and creative problem solving to challenging opportunities has made Granger a legendary business person. Having served with Granger on the Board at Habitat for Humanity and witnessed his effective problem solving and passionate leadership, I can attest to the reality of this well-deserved reputation.

It would be well-deserved recognition of Granger's commitment to and positive impact on the entire Kerrville area and all of Texas if he was honored as the Kerrville Area's Business Person of the Year. Please carefully consider Granger and his family for this honor.

Respectfully submitted,

A handwritten signature in cursive script that reads "Howell Ridout". The signature is written in black ink and has a long, sweeping horizontal line extending to the right from the end of the name.

Howell Ridout, AIA



*Building houses, building hope*

September 17, 2020

Kerrville Area Chamber of Commerce  
Nominating Committee

Dear Nominating Committee,

It is a pleasure and an honor to write a letter of recommendation for my friend and former Habitat Board Member Granger MacDonald. Granger and I became friends many years ago through our mutual friend Mark Cowden. My first impression of Granger was that he was a True Texan and that he loved his hometown of Kerrville. Granger's roots in Kerrville go back several generations through his mother, Jean Wiedenfeld MacDonald.

As a former Kerrville banker, I was impressed by Granger's knowledge of business and of real estate. After surviving the economic recessions of the 1980's, Granger - like most of us - was close to being as they say "dead ass broke." But through his skill, knowledge and resilience, he grew his first multi-family development project in 1993 into a multi-million-dollar business that employs hundreds of Texans, most of whom work in the Hill Country.

Granger was generous in offering his time and numerous talents to this community. I recently served with him on the Mayor's Workforce Housing Task Force. Granger was a leader on the Habitat for Humanity Kerr County Board, directing our Land Development Committee. His lifetime of knowledge will be sorely missed. All I can say is that Granger was a giver more than a taker. I hope with all of my heart that you will consider Granger MacDonald for the Business Person of the Year.

Most sincerely,

Philip H. Stacy

Executive Director  
Habitat for Humanity Kerr County

**Kim Clarkson**

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**From:** Philip Stacy <director@habitatkerr.org>  
**Sent:** Friday, September 18, 2020 12:48 PM  
**To:** Kim Clarkson  
**Subject:** Granger  
**Attachments:** Granger MacDonald Rec.docx

Hi Kim  
Thank you for doing this, please print and sign philip or wait for snail mail.  
Philip

--

Philip H. Stacy  
Executive Director

P.O. Box 294566  
Kerrville Texas, 78029  
O:830-792-4844  
[director@habitatkerr.org](mailto:director@habitatkerr.org)



City of Kerrville

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September 17, 2020

Kerrville Area Chamber of Commerce  
Nominating Committee  
1700 Sidney Baker St., Ste. 100  
Kerrville, TX 78028

Dear Nominating Committee Members:

RE: Business Person of the Year

Please accept this letter as my wholehearted and enthusiastic support of the nomination of Granger MacDonald (posthumously) for Business Person of the Year.

During my time in Kerrville as city manager, Granger had been very involved in a number of city initiatives like Kerrville 2050 and more recently the Mayor Workforce Housing Taskforce. In the last year, Granger was very collaborative in funding a feasibility study for a park project and in advocating for a new Habitat for Humanity development. The City was also pleased to partner with Granger's company to make The Landing project on Lake Nimitz a reality through the extension of utilities to serve this desperately needed housing development and the surrounding area.

Throughout my interactions with Granger, he was always careful to make sure that he dealt fairly and in the interest of the community he loved. He was the consummate professional and a kind man that had the ability to overcome obstacles to make good things happen not just in Kerrville, but around the state and beyond. Kerrville was indeed fortunate to benefit from the work and generosity of this big man with a big heart. He is sorely missed but his legacy will live on through his wonderful family and vibrant business that call Kerrville home.

Thank you for your consideration of his nomination. Should you have questions, please do not hesitate to contact me.

Sincerely,

Mark McDaniel  
City Manager

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Kerrville Area Chamber of Commerce Nominating Committee

Re: Letter of Recommendation for Business Person of the Year

Dear Nominating Committee:

I would like to strongly and enthusiastically recommend G. Granger MacDonald (posthumously) for Business Person of the Year. I knew Granger well, having spent a lot of time with him and his family for the past 30 years. In addition to having a business relationship with Granger and his son, Justin, we traveled, we attended football games, we hunted, we celebrated holidays and family events. Granger, a man of strong faith, character and wit, always kept his focus on helping, encouraging and serving others.

My dear old friend truly had a passion for providing affordable housing for all Americans. He worked on this goal most of his working career in numerous and various ways. Granger not only built literally thousands of affordable apartments across our great state, he also volunteered his time with various building organizations locally and nationally, and numerous other local civic organizations. He made his mark on this world from Austin to Kerrville, to numerous communities across our state, to Washington, D.C., leading the Texas Association of Builders and the National Association of Home Builders both as president and chairman. Most recently, his lifelong accomplishments were recognized by being inducted into the Texas Housing Hall of Honor in 2019. His latest project, The Landing development on Thompson Drive and The Nimitz Lake, will be a major economic driver for our community and a catalyst for future growth.

Granger was a big man with even bigger ideas and a heart for helping people.

Therefore, I can think of no one more deserving of this award (even if posthumously) than my late friend and brother, G. Granger MacDonald.

Respectfully,



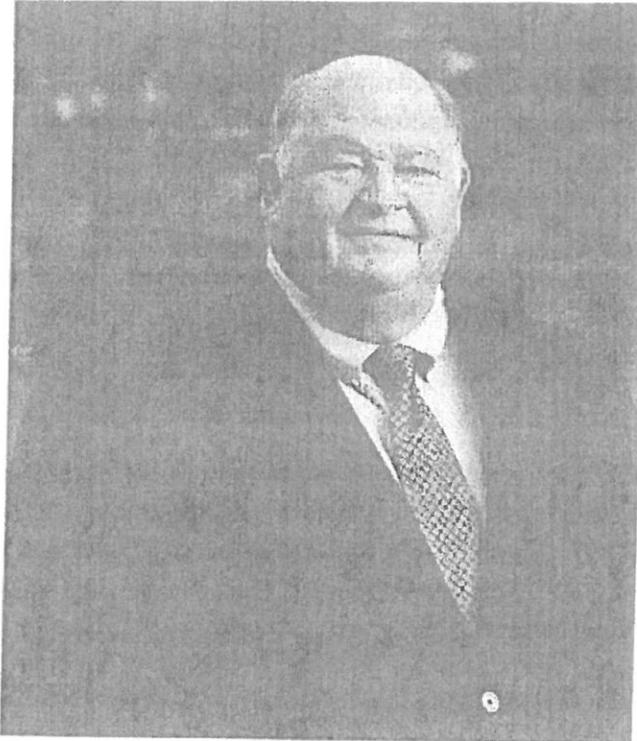
Mark T. Cowden

[https://www.hccommunityjournal.com/article\\_9e305db0-b243-11ea-a444-774792ee481f.html](https://www.hccommunityjournal.com/article_9e305db0-b243-11ea-a444-774792ee481f.html)

FEATURED TOP STORY

## Community mourns loss of Kerr leader, developer

Jun 19, 2020



George Granger MacDonald Jr., 65, of Kerrville, passed away on June 17, 2020.  
Mark Langford

George Granger MacDonald Jr., 65, of Kerrville, died on June 17, 2020. Granger was born January 18, 1955 in Austin, Texas to Jean Wiedenfeld MacDonald and George Granger MacDonald.

He was a proud alumnus of the University of Texas at Austin, New Mexico Military Institute, and McCallum High School. While still in college, Granger first entered into his family's home building business by running multiple framing crews in between attending classes. He later would become a partner with his mother, Jean. In the 1990's, they began studying the unmet housing needs of Texas. That little research project would go on to encourage Granger that building affordable homes in rural communities was the best way to give back to his state while earning a living at the same time.

In 1993, Granger developed his first multi-family community. By the early 2000s, The MacDonald Companies would become one of the nation's leading homebuilders by specializing in multi-family developments in suburban, rural and sub-rural communities throughout Texas.

Believing that he owed a debt of gratitude back to the communities and industry that had been so good to him, Granger volunteered and became a leader in multiple ways. As a young man still living in Austin, he served as a member of the City of Austin Environmental Board and Planning Commission while also volunteering for the Austin Aqua Festival and Laguna Gloria Art Museum's annual Fiesta.

After moving back to his family homestead in Kerrville, Granger served on the board of the Upper Guadalupe River Authority, the Board of Trustees of Schreiner University, the board of Habitat for Humanity, and on the Vestry of St. Peter's Episcopal Church.

Perhaps his favorite accomplishment, however, was service to his fellow homebuilders. He spent countless hours and traveled the state and the country on behalf of the Texas Affiliation of Affordable Housing Providers, Texas Association of Builders and National Association of Home Builders. He eventually held the top leadership roles in all three of those organizations and treasured the time he spent with them and the lifelong friendships that he formed along the way. One of his proudest moments was being inducted into the Texas Housing Hall of Honor in 2019.

Growing up spending time in the Texas Hill Country and Northern New Mexico, Granger developed a love for hunting, fishing, and being outdoors. He continued this passion throughout his life, making many a friend while chasing a covey of quail or sitting around a campfire. He traveled around the world with his friends and fellow outdoorsmen, and loved every minute of it.

Granger is survived by his wife and the love of his life, Kathy. After finding her, it was apparent to all who knew him that he had found true happiness. He is also survived by his son, Justin MacDonald and wife Courtney, of Kerrville; and by two daughters he thought of as his own, Christine Parker and husband Owen; and Sarah Wistner, all of Houston. He is also survived by grandchildren, Mary Kathleen MacDonald, Brooks Parker, and Finnegan Parker. Granger was preceded in death by his parents and Doug Wistner.

The family will hold a small, private graveside ceremony. A larger celebration of life befitting Granger's larger-than-life character will be held at a later date when it is deemed safe to hold such a gathering again.

In lieu of flowers, donations may be made to the National Housing Endowment/Doug Wistner Scholarship Fund ([www.nationalhousingendowment.org](http://www.nationalhousingendowment.org)); Habitat for Humanity Kerr County, PO BOX 294566, Kerrville, TX 78029; or St. Peter's Episcopal Church, 320 St. Peter Street, Kerrville, TX 78028.

Grimes Funeral Chapels of Kerrville

[https://www.hccommunityjournal.com/article\\_03d3de22-b630-11ea-808a-5bd7bd1afbfb.html](https://www.hccommunityjournal.com/article_03d3de22-b630-11ea-808a-5bd7bd1afbfb.html)

FEATURED TOP STORY

## MacDonald remembered for his heart, love

Tammy Prout  
Jun 26, 2020



Granger MacDonald, right, shakes hands with President Ronald Reagan, as his mother, Jean, looks on, in this undated photo carefully hung among many others on his office wall. At right, is a tribute to the the family's homestead that began with Kerr-View Dairy Farm.

Evidence of Granger MacDonald's love of family and community is well-documented in photos on the walls of his office, which highlight both professional accomplishments and share personal memories.

From meetings with Presidents Ronald Reagan, George W. Bush and Donald Trump to candid shots of his children and grandchildren, as well as a tribute to Kerr-View Dairy Farm, his family homestead that dates back multiple generations in Kerr County, Granger's story and heart are evident.

Granger passed away suddenly on June 17, leaving behind a legacy that will live on through the impact he made on his children, grandchildren and the Kerrville community.

Granger, who owns the real estate development firm MacDonald Companies with his son, Justin, first began his career working for his mother, Jean, in the family's home building business while he was still in college.

Granger's college research project molded the future of the company and he and his mother became partners building multi-family homes in rural areas of Texas.

"Back in the 1980s, they began studying housing needs, because the economy had suffered," Granger's son, Justin, said. "During this time, they realized rural towns had a real need for affordable housing for their workforce and that's when they changed the direction of the company and began building multi-family projects."

In Kerrville, MacDonald is responsible for building four multi-family, affordable housing complexes. A fifth project is currently under construction.

Providing homes for families was important to Granger.

At the time of his death, Granger was serving on a City of Kerrville's Mayor's Taskforce on affordable housing as well as serving on the board of Habitat for Humanity.

While Granger and his mother could have lived anywhere and run their business, they chose to live in Kerrville.

"I think it was like in 1988 that they both decided they were ready to move to the family homestead and we all just love it here," Justin said.

Granger was successful in business, for sure, but he believed in giving back to the community in many ways and his love for the Kerr County area was appreciated by all that worked with him.

"I am very saddened about the passing of Granger MacDonald. He was a good man and loved this community. Kerrville has lost one of its most gracious, caring, and responsive leaders," Kerrville City Manager Mark McDaniel said.

Mayor Bill Blackburn said he will miss his friend.

"I enjoyed being around Granger. He was personable, funny, bright, and he knew how to listen," Blackburn said. "Granger could talk ideas, especially how to help people, and you were aware that this big man was also a big thinker. He knew how to turn ideas into reality and that is what he did his entire life as a builder."

Kerr County Sheriff Rusty Hierholzer said people probably didn't realize the life-long connection Granger had to Kerr County, saying it was that connection that inspired the affordable housing projects and the senior living complex.

"Two of those apartment complexes are right by our office. I see them every day. They were much-needed for lower income families," Hierholzer said. "The second complex was built for senior citizens. He saw the need and he found a solution and our community is better for it."

Hierholzer said Granger was a friend, one whom he will miss,

"What Granger and his family have done for this community is nothing short of remarkable," Hierholzler said. "He will be truly missed. He was a great man."

Granger's obituary (See Page 15) details many accomplishments, but says, "Perhaps his favorite accomplishment, however, was service to his fellow homebuilders. He spent countless hours and traveled the state and the country on behalf of the Texas Affiliation of Affordable Housing Providers, Texas Association of Builders and National Association of Home Builders. He eventually held the top leadership roles in all three of those organizations and treasured the time he spent with them and the lifelong friendships that he formed along the way. One of his proudest moments was being inducted into the Texas Housing Hall of Honor in 2019."

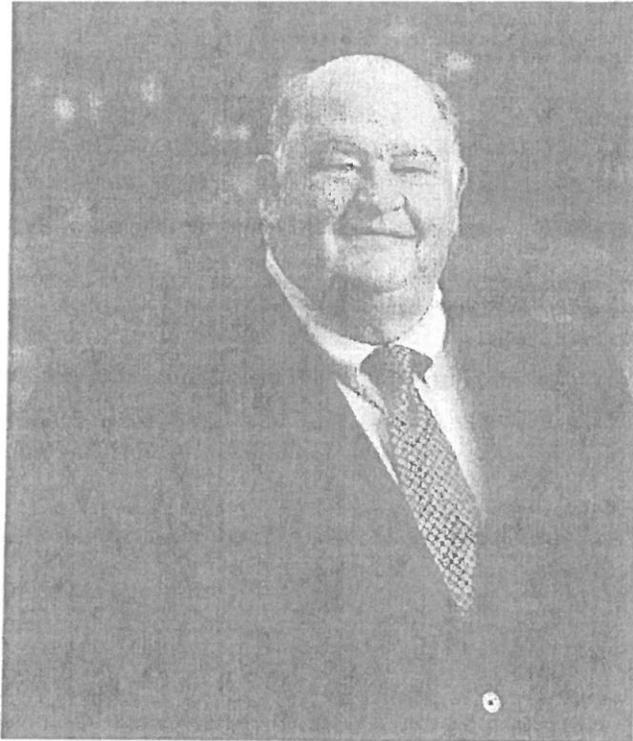
After moving back to Kerrville, Granger served on the board of the Upper Guadalupe River Authority, the Board of Trustees of Schreiner University, the board of Habitat for Humanity, and on the Vestry of St. Peter's Episcopal Church.

[https://dailytimes.com/news/article\\_3798780c-b49c-11ea-a1f5-33d4b3cf290a.html](https://dailytimes.com/news/article_3798780c-b49c-11ea-a1f5-33d4b3cf290a.html)

## Prolific builder leaves legacy

Louis Amestoy | [louis.amestoy@dailytimes.com](mailto:louis.amestoy@dailytimes.com)

Jun 22, 2020



Granger MacDonald.

Mark Langford

For those who build, being a dreamer is a big part of the allure of developing projects, and that was certainly the case for Granger MacDonald, who was working to help transform parts of Kerrville.

MacDonald died on Wednesday. He was 65.

His legacy, however, is certainly alive and well, and the family business he started with his mother in the 1990s is working to complete one of its most ambitious projects in Kerrville — The Landing, a new community and retail center along the southern bank of Nimitz Lake and the Guadalupe River.

"In our community, we all benefited without always knowing from Granger's example for living," said Bruce John Stracke, a commercial real estate agent who worked closely with Granger. "Through his work, and that of MacDonald Companies, he led us toward the ideals to which we aspire."

The MacDonald Companies have constructed multifamily residences all over Texas, including here in Kerrville. Part of the company's focus has been to make housing affordable — an issue championed by Kerrville Mayor Bill Blackburn.

"Granger was big, and he had a big heart," Blackburn said. "He really enjoyed seeing people thrive in the units he did for lower income persons. And he was strong in his faith which led him to give back."

The Landing project, which is well underway and being led by MacDonald's son, Justin, will be a mix of senior housing, luxury apartments, multi-family housing, retail and dining — all along the river. There's also discussions about building a small marina to enhance small boat experiences on the lake.

MacDonald, however, played a much larger role as one of the leading voices in the building industry, and he was a leader in the Texas Affiliation of Affordable Housing Providers, Texas Association of Builders and National Association of Home Builders.

"Granger MacDonald's dedication and hard work has created a foundation that will remain strong for years to come in the housing industry," wrote Kris Pelky, the executive director of the Hill Country Builders Association. "Granger never hesitated to take on any challenges and has proven an inspiration and brick layer for others who have worked with him."

In 2019, MacDonald was inducted into the Texas Housing Hall of Honor.

MacDonald spent his youth in the Hill Country and in northern New Mexico, where he loved to fish and hunt. Those remained lifelong passions. A graduate of the University of Texas, MacDonald spent his time between classes working in the family construction business. He was heavily involved in Austin by serving on the planning commission and other boards.

He found his way back to his family's homestead in Kerrville and was just as active here by serving on the board of the Upper Guadalupe River Authority, the board of trustees

of Schreiner University, the board of Habitat for Humanity and on the Vestry of St. Peter's Episcopal Church.

Granger is survived by his wife, Kathy; son, Justin MacDonald; daughter-in-law, Courtney; and by two stepdaughters, Christine Parker and her husband, Owen, and Sarah Wistner, all of Houston. He is also survived by grandchildren, Mary Kathleen MacDonald, Brooks Parker and Finnegan Parker.

The family said it will host a celebration of life befitting Granger's larger-than-life character at a later date when it is deemed safe to hold such a gathering.

[https://dailytimes.com/news/article\\_abcd500a-6e89-11e7-befa-fff752bed22e.html](https://dailytimes.com/news/article_abcd500a-6e89-11e7-befa-fff752bed22e.html)

## Local businessman joins Federal Home Loan Bank board

Staff Reports [news@dailytimes.com](mailto:news@dailytimes.com)

Jul 21, 2017



Granger MacDonald, Senior Officer, National Association of Home Builders.

Herman Farrer

WASHINGTON — The Federal Home Loan Bank of Dallas has announced the election of G. Granger MacDonald to FHLB Dallas' Board of Directors.

MacDonald was elected by the board to fill an independent director seat that was vacated in April. He will serve out the remainder of the term for that seat, which expires Dec. 31.

The current chairman of the National Association of Home Builders, MacDonald also is the chairman and CEO of three multifamily property management and development companies based in Kerrville: MacDonald Property Management LLC, MacDonald & Associates Inc. and G.G. MacDonald Inc.

MacDonald has developed more than 50 multifamily apartment communities throughout Texas during four decades in construction and development.

"I am deeply honored to be appointed to this position at the Federal Home Loan Bank of Dallas," MacDonald said. "The programs offered by FHLB Dallas have benefited communities across the district, and I hope to use this opportunity to work closely with member institutions to provide financial products and services that will expand affordable housing opportunities for

hard-working American families."

MacDonald is a founding member of the Texas Affiliation of Affordable Housing Providers, and he holds memberships in the Texas Association of Builders, the Hill Country Builders Association, Greater San Antonio Builders Association and the Home Builders Association of San Angelo.

MacDonald also currently serves on the board of trustees for Schreiner University.

"It is our pleasure to welcome Granger MacDonald to the FHLB Dallas Board," said FHLB Dallas president and CEO Sanjay K. Bhasin. "His commitment to affordable housing and the knowledge and experience he brings to the board will benefit members throughout our district."

MacDonald holds a Bachelor of Business Administration degree in real estate and finance from the University of Texas McCombs School of Business. He and his wife, Kathy, live in the Hill Country.

The Federal Home Loan Bank of Dallas is one of 11 district banks in the FHLBank System created by Congress in 1932. FHLB Dallas, with total assets of \$57.5 billion as of March 31, is a member-owned cooperative that supports housing and community development by providing competitively priced advances and other credit products to approximately 850 members and associated institutions in Arkansas, Louisiana, Mississippi, New Mexico and Texas.

For more information, visit [fhlb.com](http://fhlb.com).

[https://dailytimes.com/news/article\\_a4a31382-03a9-11e7-90a0-37c529d078dc.html](https://dailytimes.com/news/article_a4a31382-03a9-11e7-90a0-37c529d078dc.html)

FEATURED

## Kerrville man sees 'WOTUS' wash away at hand of president

By Judith Pannebaker

Mar 8, 2017



Kerrville's Granger MacDonald, far left, who is chairman of the National Association of Home Builders, joins others at the White House as President Donald Trump signs an executive order directing the Environmental Protection Agency and the U.S. Army Corps of Engineers to begin rescinding or revising the controversial "Waters of the United States" rule.

Courtesy photo

Kerrville's Granger MacDonald became one of the first people to congratulate President Donald Trump after the signing of an executive order directing the Environmental Protection Agency and the U.S. Army Corps of Engineers to begin rescinding or revising the "Waters of the United States" rule, otherwise known as "WOTUS."

MacDonald, a home builder and developer based in Kerrville, serves as chairman of the National Association of Home Builders.

He spent a week in Washington, D.C., attending meetings on Capitol Hill and was invited to the White House to attend the ceremony to watch Trump sign the executive order.

The NAHB had spearheaded efforts to address industry concerns about former President Barack Obama's executive order on regulatory, legislative and judicial fronts.

## WOTUS backstory

According to its critics, WOTUS, enacted by Obama in April 2014 as part of the 1972 Clean Water Act, redefined the term "navigable," and gave the federal government jurisdiction over all the water in the country.

Additionally, WOTUS required landowners, as well as homebuilders, to obtain permits for construction projects, application of pesticides, grazing cattle and performing other routine maintenance on their land.

These permits could take up to a year to receive.

When Obama signed the executive order enacting WOTUS, U.S. District 21 Representative Lamar Smith characterized the act as "beginning a new era of government control over private property."

"Over the last year and a half, the E.P.A has continually ignored the legitimate concerns of states, the U.S. Army Corps of Engineers, farmers, landowners and business owners who will be impacted," Smith said.

He continued, "While the agency has been frantically working to regulate the trickle of small streams in Americans' backyards, the EPA has failed at its core mission to protect the environment and is responsible for a toxic spill that polluted waterways impacting at least three different states."

### 'Make home building great again'

Trump's executive order directed EPA and the Corps to "reconsider" an aspect of the original rule that dramatically extended the areas in which home builders are required to get permits — which, according to the NAHB, usurps state and local regulatory authority.

Two courts, including the U.S. Sixth Circuit Court of Appeals, have already ruled that WOTUS is likely illegal and had issued a temporary halt to its implementation.

Additionally, the WOTUS rule has been legally challenged by more than 30 states and numerous environmental groups on both procedural and substantive grounds, according to a NAHB press release.

Recalling his meeting with the president, MacDonald said, "I looked right at him and said, 'When you talked to our board in August, you promised that you would fix this. On behalf of our 140,000 members, thank you.'"

Trump replied, "I bet you thought it would be at the end of four years and not right away, right?" The president then adapted his signature campaign refrain, promising MacDonald, "We're going to make home building great again."

Last August, Trump, then a candidate for the Republican presidential nomination, had addressed a meeting of the NAHB board of directors in Miami. During his presentation, Trump vowed to cut WOTUS and other burdensome regulations that, he said, drives up the cost of homes.

Trump quoted a 2016 NAHB study that indicated 25 percent of the cost of a home is due to regulations.

### Granger's conversations

"NAHB commends President Trump for listening to our serious concerns about the flawed WOTUS rule that goes so far as to regulate manmade ditches and isolated ponds on private property," Granger said. He added, "This is an important first step toward reworking the flawed regulation and moving toward a more sensible WOTUS rule."

Describing his personal exchange with Trump, MacDonald said, "When you only get five or 10 seconds to say something, you've got to run at it as straight as you can when you see the opportunity."

The ceremony also afforded MacDonald an opportunity to talk to Vice President Mike Pence, who, as governor of Indiana, established productive relationships with members of the Indiana Builders Association.

"The vice president is a very commonsense individual and definitely a friend of home building," MacDonald said.

Additionally, before the president's arrival at the Feb. 28 ceremony, MacDonald spoke with EPA Administrator Scott Pruitt, characterizing the exchange as "a good, long visit."

During the conversation, MacDonald emphasized builders' respect for the environment, while noting the necessity of cost-effective, commonsense regulations that, when applied, neither hurt small businesses nor curb economic growth.

NAHB — 'at table, not on menu'

"Conversations like these, as brief as they may be, speak to the value of NAHB membership," MacDonald said. "When the president says he's going to make home building great again, that's important."

"NAHB looks forward to working with the administration, EPA Administrator Scott Pruitt and, when approved, the assistant secretary of the Army for Civil Works to develop a commonsense solution to protecting our nation's waterways while taking into account the interests of local businesses and communities nationwide," MacDonald continued.

Pointing out that leadership of the NAHB was invited to the White House within the first 40 days of the Trump administration assuming office, MacDonald noted, "Whether our members support Trump or not, we're right in the middle of it — where we need to be. You are either at the table or (you're) being served on the menu. We're at the table."

[https://www.hccommunityjournal.com/article\\_8db6f510-f30c-11e6-81f4-773d63da7137.html](https://www.hccommunityjournal.com/article_8db6f510-f30c-11e6-81f4-773d63da7137.html)

FEATURED TOP STORY

## MacDonald to head national association

Bonnie Arnold  
Feb 18, 2017



G. Granger MacDonald, a Kerrville-based builder and developer with 40 years' experience in the home building industry, was elected in January as the 2017 president of the National Association of Home Builders.

G. Granger MacDonald, a Kerrville-based builder and developer with 40 years' experience in the home building industry, was elected in January as the 2017 president of the National Association of Home Builders during the association's international Builders' Show in Orlando, Fla.

MacDonald is chairman and CEO of the MacDonald Companies, a diverse development, construction and property management enterprise with nearly 50 neighborhoods completed and managed throughout Texas.

"We look forward to working with the incoming Trump administration, and Democratic and Republican leaders in the new Congress to promote policies that will boost home ownership and rental housing opportunities for all Americans," MacDonald said on his election. "Specifically we will seek to reform the regulatory process and ensure any tax reform efforts protect vital housing tax incentives that are needed to keep the economy moving forward. We also will urge Congress to enact comprehensive housing finance reform, with the federal government acting as a backstop in times of crisis, to protect the 30-year mortgage and bring the flow of private capital back into the marketplace."

MacDonald said he's been a member of the NAHB for 45 years and because the organization has a "ladder succession" to this office, he's known for the last three years that this year as the national president was coming. He's already served as third, then second and then first vice president.

"You know it's going to grow on you."

The NAHB has about 140,000 members and its members employ about 11 million people in the United States. The national office for the NAHB is in Washington, D.C.

"The executive board has meetings four times per year and one of those is usually at the international conference."

The NAHB website shows recurring conferences in either Orlando or Las Vegas.

"We have to have a very large convention center, and those are about the only two places that qualify. Our international exhibitors alone need about 635,000 square feet. Over three or four days, you can walk yourself crazy looking at the exhibits," MacDonald said.

MacDonald said builder-members of the NAHB are involved in single-family homes to duplexes, remodeling, "modular" housing (that includes the current "tiny homes"), manufactured homes, log homes and seniors' housing.

The national association is made up of 42 state associations and includes a local association with about 700 members, he said.

He described the NAHB membership as neither Republican nor Democrat but "house-ers" who support either party that supports home ownership for all.

Granger MacDonald is in business with his son Justin; and the MacDonald Companies has done or is working on projects in 27 Texas cities. They have about 146 employees across the state.

"My son Justin is president of our company, so this year as chairman shouldn't affect our operation," he said.

Also, he said, he's been living on a Kerr County ranch with an airstrip and plane and already flies himself to some meetings, and will continue to do that.

#### Business climate

MacDonald said most bankers already consider the homebuilding industry as operating under a regulatory burden, and the NAHB is active in lobbying and has a "political action committee."

"Advocacy is one of the main things we do for our members. And people may not realize that nationwide, 25 percent of the cost of building a home is in the regulatory costs. That includes building permits, fees, and inspections even before you have any 'sticks and bricks'."

MacDonald's personal background includes a family in which he grew up into development and building. His father was in this business in the 1950s in the Austin area, and MacDonald still has a newspaper clipping framed on his office wall that tells of a home his father designed for a "parade of homes" then.

He said his father sold every house he remembers living in; they moved a lot.

"I've been building something on my own since I was in my mid-20s," he said.

Nowadays, he can cite innovations of energy-saving technology, for example with air conditioning that now requires a SEER rating of 16 and twice as efficient.

"And 2x6 walls are more the standard for added insulation; and there's low-E glass and double-paned windows, and a lot of water piping is insulated," he said. "Lighting is all different now, designed to give more light with less wattage," he said. "Sitting down with an architect to talk about a house is a big, big decision."

MacDonald also sees a coming increase in the interest rates set by the federal government, and personally recommends anyone considering refinancing a mortgage should talk to somebody about it sooner rather than later.

"Every ¼ point increase on the rate knocks out about a million prospective homeowners," he said.

## G. Granger MacDonald

2951 Fall Creek Road  
Kerrville, Texas 78028  
(830) 257-5323  
FAX: (830) 257-3168

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### EDUCATION:

- University of Texas School of Business, BBA in Real Estate and Finance, June, 1978
- McCallum High School, Graduate, May, 1972 Austin, Texas
- New Mexico Military Institute, Roswell, New Mexico, attended 1970-1971
- Wharton School of Finance Management Seminars, 1979 & 1980
- Texas Real Estate Broker License, 1979 (Current)

### BUSINESS EXPERIENCE:

2015 – Present

MacDonald Property Management, LLC, Chairman/Chief Executive Officer

- Multifamily property management company that oversees daily leasing, collections, and maintenance of a portfolio of nearly 3,000 apartment units throughout Central Texas.

1991 – Present:

MacDonald Companies, Inc., Chairman/Chief Executive Officer

- Multi-family housing provider active in construction of apartments throughout the state of Texas.
- Sales and consulting workouts on distressed properties
- Development, Financing, and Ownership of rental apartment projects, both affordable and market-rate. Also, active in development of Low Income Housing Tax Credit projects

1992 - 1998

Encino Community Development Corporation,  
President

- Development and construction of Limited Partnership apartment projects in four South & Southwest Texas communities; total of 568 units. Several projects were affordable rental projects.

1995 - 1998

Encino Property Management Corporation, Vice President  
& Chief Operating Officer.

- Management of rental apartment projects in four South Texas communities including the 568 units of Encino Community Development Corporation.

1980 - 1990

Jean MacDonald Company, Inc., Vice President

- Developing land, and building single-family homes, multi-family communities and condos. Responsible for all phases from securing zoning through completion of construction.

1977 - 1989

Fall Creek Ranch, General Manager

- Breeding of Brangus cattle, embryo genetics, and world wide sale of embryos & semen. The company had substantial involvement in Paraguay, Uruguay, Argentina and Mongolia as well as domestic sales.

1986 - 1989

Heritage National Bank, Director

- Founding director and chairman of Loan, Finance and Investment Committees at various times

1970 - 1980

Jean MacDonald Company, Inc., Superintendent of Construction

- Supervising construction of single family residences, multi family projects and condos.

**CIVIC INVOLVEMENT:**

- Board of Trustees Member, Schreiner University, Kerrville, Texas (2013-2018)
- Upper Guadalupe River Authority, Director and President. Appointed to 6 year term by Gov. George W. Bush in 1995.
- Mongolian Advisory Group. Four man team to advise Mongolian government on ways to improve goat, dairy and beef production (1988-1992)
- City of Austin Planning Commission. Appointed at-large by Austin City Council for 2 year term (1983-1985)
- City of Austin Environmental Management board, Chairman. Appointed by Mayor Carole Keeton Rylander for 3 years (1980-1983)
- Vestry, St. Peters Episcopal Church, Kerrville, Texas 1998 – 2002, 2010-2013. Senior Warden, 2001-2002

**PROFESSIONAL ORGANIZATIONS:**

Texas Affiliation of Affordable Housing Providers

- Past President
- Founding Member

National Association of Home Builders

- Chairman of the Board (2017)
- Board Member/Senior Life Director
- Previous National Area Chairman – Area 12 (2010-2012)
- Past Chairman of BUILD-PAC, Federal Government Affairs Committee, State & Local Government Affairs Committee, Multifamily Council, and Housing Credit Group

Texas Association of Builders

- Member since 1983
- Past President (2009-2010)
- Board Member/Life Director
- Past Chairman of Multi-Family Council

Member, Hill Country Builders Association, Greater San Antonio Builders Association, and Home Builders Association of San Angelo

1983 – 1992

Texas Capital Area Builders Association (Greater Austin)

- Home Owners Warranty Council, Director
- NAHB Director
- Treasurer

1983 - 1988

Hill Country Brangus Breeders Association

- Chairman

1984 - 1990

Texas Brangus Breeders Association, Director

1985 - 1989

International Brangus Breeders Association, Director

**HONORS & AWARDS:**

- Medal of Honor for Industrial & Agricultural Development— People’s Republic of Mongolia
- Robert J. Corletta Award for Achievement in Affordable Housing, awarded by the Neighborhood Development Collaborative and National Association of Home Builders
- Daniel B. Grady Award for Excellence in the Multifamily Housing Industry, awarded by NAHB Multifamily Council
- City of San Angelo, Texas Neighborhood Revitalization Award, presented for work done on the North Angelo Housing (NoAH) Estates community revitalization project.

**MULTI-FAMILY PROJECTS:**

1994 - 2017

**Developed, constructed and/or managed:**

- Encinito Apartments, Hondo, Texas (108 Market Rate Units)
- Oak Hill Apartments, Beeville, Texas (148 Market Rate Units)
- Highland Oaks Apartments, Fredericksburg, Texas (132 Market Rate Units)
- Encino Park Apartments, San Angelo, Texas (180 Market Rate Units)
- Bent Tree Apartments, San Angelo, Texas (112 LIHTC Units)
- Meadows Apartments, Kerrville, Texas (72 LIHTC Units)-Elderly
- Creekside Apartments, Boerne, Texas (71 LIHTC Units)
- The Springs, Dripping Springs, Texas (76 LIHTC Units)
- Heritage Oaks Apartments, Kerrville, Texas (76 LIHTC Units)
- Creekside Phase II Apartments, Boerne, Texas (36 Market Units)
- Brenham Oaks Apartments, Brenham, Texas (76 LIHTC units)
- Park Meadows Apartments, Boerne, Texas (100 LIHTC units)-Elderly
- Portside Villas, Ingleside, Texas (144 LIHTC units)
- Highland Oaks Apartments, Marble Falls, Texas (76 LIHTC units) Elderly
- Union Pines Apartments, San Antonio, Texas (152 LIHTC Rehab)
- Union Park Apartments, San Antonio, Texas (100 LIHTC Rehab)
- The Vistas Apartments, Marble Falls, Texas (124 LIHTC units)
- The Masters Road Apartments, Dallas, Tx. (144 LIHTC/Bond units)
- Post Oak East Apartments, Ft Worth, Texas (246 LIHTC/Bond Units)
- Oaks of Bandera Apartments, Bandera, Texas (76 LIHTC units)
- Bluffview Villas Apartments, Brenham, Texas (76 LIHTC Elderly units)
- Aventine at Tarrant Parkway Apartments, Fort Worth, Texas (240 LIHTC/Bond Units)
- Friendship Place Apartments, Fredericksburg, Texas (76 HTC units).
- St. Augustine Estates, Dallas, Texas (150 LIHTC/Bond units)-Elderly
- Landa Place Apartments, New Braunfels, Texas (100 HTC units)-Elderly
- Henderson Villas, Cleburne, Texas (140 LIHTC/Bond units)-Intergenerational.
- Riverside Villas, Fort Worth, Texas (192 Market Rate units)
- Fairway Crossing, Dallas, Texas (302 units LIHTC Rehab)
- Terraces at Cibolo, Boerne, Texas (150 units) (BOND/LIHTC)
- Paseo de Paz, Kerrville, Texas (76 LIHTC units)
- Terraces on Creek St., Fredericksburg, Texas (80 units Market Rate)
- 377 Villas of Brownwood I and 377 Villas of Brownwood II, Brownwood, Texas (112 LIHTC and HOME units)
- River Place Apartments, San Angelo, Texas (120 LIHTC Units) – Elderly
- Gardens at Clearwater, Kerrville, Texas (80 LIHTC Exchange Units) – Elderly
- Guadalupe Crossing, Comfort, Texas (68 LIHTC Exchange Units)
- Meadow Vista, Weatherford, Texas (80 LIHTC Units) – Elderly
- Mustang Heights Apartments, Sweetwater, Texas (80 LIHTC Units)
- Point Royale Apartments, Victoria, Texas (120 Market Rate Units)
- North Angelo Housing Estates, San Angelo, Texas (36 LIHTC Single Family Units)

- Brookview Village, Copperas Cove, Texas (120 LIHTC Units) – Elderly
- Oakland Hills, Floresville, Texas (120 Market Rate units)
- Comfort Place, Comfort, Texas (48 LIHTC Units) – Elderly
- Mesquite Terrace I and Mesquite Terrace II, Midland, Texas (288 Market Rate units)
- Westridge Apartments, Midland, Texas (96 LIHTC Units) – Elderly
- Vistas at Red Creek, San Angelo, Texas (176 Market Rate units)
- Reserve at Lone Oak, San Antonio, Texas (200 Market Rate units)
- Sunrise Townhomes, Fredericksburg, Texas (36 HOME/Market Rate Units)
- Seaside Landing, Ingleside, Texas (120 Market Rate Units)
- Walnut Grove, Seguin, Texas (116 Market Rate Units)
- Orchard Grove, Fredericksburg, Texas (96 Market Rate Units)
- Columbia Greens, Houston, Texas (232 LIHTC Units)
- Burnett Place, Taylor, Texas (72 LIHTC Units)
- Fairmont Oaks, La Porte, Texas (188 LIHTC Units)
- Bent Oaks, Hitchcock, Texas (72 LIHTC Units)
- Oaks of Hitchcock, Hitchcock, Texas (160 LIHTC Units)

**Consultant on Distressed Properties**

- Treehouse Apartments, San Marcos, Texas, (123 Units), Refinanced and later sold
- Las Colinas Apartments, San Antonio, Texas (232 Units), Refinanced and later sold



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200 Earl Garrett, Suite 208  
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Office 830-955-8331  
Fax 830-315-3112

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

Dear Nominating Committee,

As the 2012-2013 Kerrville Area Chamber of Commerce Business Person of the Year, I have developed a way to recognize those business people that make a positive impact on our community. One such person comes to mind this year and that is Granger MacDonald. I understand that Kim Clarkson has nominated him for this prestigious award and I think he fits the bill.

I have known Granger for most of the 13 years I have lived in Kerrville, but not until the last five years have I recognized the impact he has made on the community. There are so many things that he has had a hand in that it has taken me that long to recognize his involvement.

I recently served with him on the Mayor's Workforce Housing Task Force where I became knowledgeable of the number of housing units his companies owned in Kerrville alone. Through a professional relationship, I have become aware of the impact he has made throughout the State of Texas with his numerous residential housing facilities in the state. He also served on the Board of Directors of the Federal Home Loan Bank of Dallas. I know he has served our nation as the Chairman of the National Home Builders Association.

I know several people that have worked and do work for The MacDonald Companies and they all loved working for him and miss his presence there every day. That in and of itself is a testament to the type person Granger was. His heart and his money have always been a part of Kerrville. Not only has his recent death brought to light his many contributions he has made to this community but it also brings to how his contributions will be missed.

Kenneth Early





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

**SUBJECT:** Ordinance No. 2021-08. An Ordinance amending Chapter 66, "Library," of the Code of Ordinances of the City of Kerrville, Texas; by amending Article II "Library Advisory Board" to increase the composition of the membership of the Library Advisory Board to six members, such that City Council will make four appointments; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to the subject.

**AGENDA DATE OF:** January 26, 2021      **DATE SUBMITTED:** Jan 18, 2021

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20210126\\_Ordinance 2021-08 Amending Library Advisory Board membership.pdf](#)

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

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

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

**SUMMARY STATEMENT:**

The Library Advisory Board is currently composed of five members. Approval of Ordinance No. 2021-08 will change the composition to six members.

Revisions to "Sec. 66-34. Composition of and appointment to the Board; terms; vacancies; absences, officers, compensation; meetings.

(a) The board shall be composed of six members with appointments to be made as follows:

- (1) Council shall appoint four members; and
- (2) the Kerr County Commissioners Court shall appoint one member; and

(3) the Friends of the Butt-Holdsworth Memorial Library shall appoint one of its members.”

**RECOMMENDED ACTION:**

Approve Ordinance No. 2021-08 on first reading.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2021-08**

**AN ORDINANCE AMENDING CHAPTER 66,  
“LIBRARY,” OF THE CODE OF ORDINANCES OF  
THE CITY OF KERRVILLE, TEXAS; BY AMENDING  
ARTICLE II “LIBRARY ADVISORY BOARD” TO  
INCREASE THE COMPOSITION OF THE  
MEMBERSHIP OF THE LIBRARY ADVISORY  
BOARD TO SIX MEMBERS, SUCH THAT CITY  
COUNCIL WILL MAKE FOUR APPOINTMENTS;  
CONTAINING A CUMULATIVE CLAUSE;  
CONTAINING A SAVINGS AND SEVERABILITY  
CLAUSE; AND PROVIDING OTHER MATTERS  
RELATING TO THIS SUBJECT**

**WHEREAS**, the City of Kerrville, Texas (“City”), owns and administers the Butt-Holdsworth Memorial Library (“Library”); and

**WHEREAS**, City Council previously established a Library Advisory Board (“LAB”) for the purpose of advising and making recommendations to the City Council on matters pertaining to the Library; and

**WHEREAS**, City Council believes it necessary to increase the composition of the LAB’s membership from five to six members, with City Council appointing four members; and

**WHEREAS**, City Council finds it to be in the public interest to amend Chapter 66, Article II of the Code of Ordinances of the City of Kerrville to increase the composition of the LAB as provided herein;

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

**SECTION ONE.** Section 66-34 of Chapter 66 “Library,” Article II “Library Advisory Board” of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding the language that is underlined (added) and deleting the language that is stricken (~~deleted~~) as follows:

**“Sec. 66-34. Composition of and appointment to the Board; terms; vacancies; absences, officers, compensation; meetings.**

(a) *Composition.* The board shall be composed of ~~five~~ six members with appointments to be made as follows:

- (1) Council shall appoint ~~three~~ four members;
- (2) The Kerr County Commissioners Court shall appoint one member; and
- (3) The Friends of the Butt-Holdsworth Memorial Library shall appoint one of its members.”

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

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

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

**PASSED AND APPROVED ON FIRST READING, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2021.**

PASSED AND APPROVED ON SECOND AND FINAL READING, this  
the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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



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

**SUBJECT:** Ordinance No. 2021-01, second reading. An Ordinance annexing an approximate 33.81 acre tract of land out of the Samuel Wallace Survey No. 113, Abstract No. 347, into the corporate limits of the City of Kerrville, Texas; said tract generally located in the 3200 block of Loop 534 (Veterans Highway).

**AGENDA DATE OF:** January 26, 2021      **DATE SUBMITTED:** Jan 18, 2021

**SUBMITTED BY:** Drew Paxton

**EXHIBITS:** [20210126\\_Ordinance 2021-01 Annexing Loop 534 property - second reading.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>	H - Housing
<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:**

Proposal

Public hearing consideration and action for an ordinance for annexation and zoning change to R-2 Medium Density Residential on approximately 33.81 acres situated in the Samuel Wallace Survey No. 113, Abstract No. 347, Kerr County, Texas; and more commonly located in the 3200 Block of Loop 534.

Procedural Requirements

7 letters were mailed 11/19/2020 to adjacent property owners. The public notice was published in the Kerrville Daily Times on 11/12/2020. At the time of drafting this Agenda Bill, no written comments had been received.

## Staff Analysis and Recommendation

The City of Kerrville owns approximately 33 acres of land along Olympic Drive and Loop 534 that backs up to Singing Wind Park. This property has been targeted for housing and is currently under an agreement with a developer to develop a single family workforce housing subdivision. Through this development agreement, the City is requesting annexation and zoning of R-2, Medium Density Residential.

Consistency with the Kerrville 2050 Comprehensive Plan: The property and surrounding area are designated as Strategic Catalyst Area (SCA) #8. This property is specifically one of the catalyst properties identified in the SCA for development.

Strategic Catalyst Area 8 calls for Community Commercial place types as most appropriate along the highway corridor. Transitional Residential, Preservation Residential, Neighborhood Residential, and Estate Residential place types are more appropriate as topography becomes hillier and more challenging.

Medium density residential, R-2, is consistent with the Neighborhood Residential place type. The annexation and zoning request for R-2 are both consistent with the Kerrville 2050 Comprehensive Land Use Plan.

### Adjacent Zoning and Land Uses:

#### Subject Property

Current Zoning: N/A

Existing Land Uses: Vacant

Direction: North

Current Zoning: Public and Institutional

Existing Land Uses: Hal Peterson Middle School (KISD)

Direction: South

Current Zoning: Public and Institutional and C-3

Existing Land Uses: Singing Wind Park and Motorcycle, All Terrain Vehicle, Personal Watercraft Dealership

Direction: East

Current Zoning: Public and Institutional

Existing Land Uses: Tivy High School (KISD)

Direction: West

Current Zoning: Public and Institutional and R-1

Existing Land Uses: Singing Wind Park and Single Family Neighborhood

Thoroughfare Plan:

The property is located at the intersection of Olympic Drive (collector) and Loop 534 (principle arterial).

Traffic Impact: To be determined.

Parking: To be determined.

Recommendation:

Based on the consistency with the Kerrville 2050 Comprehensive Plan, staff recommends approval of the annexation and zoning request.

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

On January 12, 2021, the City Council approved Ordinance No. 2021-01 on first reading.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2021-01 on second reading.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2021-01**

**AN ORDINANCE ANNEXING AN APPROXIMATE 33.81 ACRE TRACT OF LAND OUT OF THE SAMUEL WALLACE SURVEY NO. 113, ABSTRACT NO. 347, INTO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS; SAID TRACT BEING LOCATED WITHIN KERR COUNTY, TEXAS, AND THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KERRVILLE, TEXAS; AND GENERALLY LOCATED IN THE 3200 BLOCK OF LOOP 534 (VETERANS HIGHWAY); FURTHER DESCRIBING THE PROPERTY TO BE ANNEXED; ADOPTING A SERVICE PLAN FOR THE PROPERTY ANNEXED; AND ESTABLISHING THE ZONING FOR THE PROPERTY ANNEXED**

WHEREAS, Texas Local Government Code Section 43.0671, authorizes the City of Kerrville, Texas, to annex an area upon request of the owner; and

WHEREAS, the City is the owner of the land that is the subject of this annexation ordinance; and

WHEREAS, the land to be annexed is an 33.81- acre tract of land, as more specifically described below; and

WHEREAS, in accordance with Texas Local Government Code Section 43.0672, the City has prepared a written service plan, which is attached; and

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

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

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

**SECTION TWO. PETITION FOR ANNEXATION.** The petition for annexation concerning the Property, which the City Manager is hereby authorized to approve, is attached as **Exhibit B** and incorporated herein by reference.

**SECTION THREE. AGREEMENT REGARDING SERVICES.** An agreement regarding services (the “Services Agreement”), which provides a service plan for the provision of public services, is hereby adopted for the Property, as required by Section 43.0672 of the Texas Local Government Code. The Services Agreement is attached as **Exhibit C** and incorporated herein by reference. The City Manager is authorized to offer the Services Agreement to the future owner of the Property and pursuant to negotiations, if any, make changes he deems necessary in the public interest so long as the substantive provisions do not change.

**SECTION FOUR. ZONING.** Upon the adoption of this Ordinance, the Property will be zoned as a Medium Density Residential (R-2) Zoning District.

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

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

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

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

**SECTION NINE. CITY MAP.** The City Manager or designee shall amend the official City Limits of the City to reflect the annexation Property.

**SECTION TEN. POST ANNEXATION ACTIONS.** The City Manager or designee shall provide a certified copy of this Ordinance to the Texas Secretary of State, Kerr County, and Kerr Central Appraisal District and any other entity as may be required.

**PASSED AND APPROVED ON FIRST READING, this the** 12  
**day of** JANUARY **A.D., 2021.**

**PASSED AND APPROVED ON SECOND READING, this the**  
**\_\_\_\_\_ day of \_\_\_\_\_ A.D., 2021.**

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

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Michael C. Hayes, City Attorney

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

# EXHIBIT A

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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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#00041901-33.81 ac msword DP



Metes and Bounds

# EXHIBIT B

**PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS**

TO THE MAYOR OF THE GOVERNING BODY OF KERRVILLE, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby [if applicable: waive the requirement to be offered a development agreement pursuant to Section 43.016, and] petition your honorable Body to extend the present city limits so as to include as part of the City of Kerrville, Texas, the following described territory, to wit:

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

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

Signed: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

# EXHIBIT C

**EXHIBIT C  
ANNEXATION SERVICES AGREEMENT**

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

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
<b>Code Enforcement</b>	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City of Kerrville shall be made immediately to the area upon annexation. The preparation of a zoning plan shall serve as a basis for the zoning of land following annexation. The adoption of the zoning plan shall be in accordance with the procedures of the City of Kerrville’s Zoning Ordinance.	Immediately following annexation, zoning to be concurrent with annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
<b>Fire Protection and Emergency Medical Services (EMS)</b>	Fire protection and emergency medical services will be provided to the annexation area. The City will serve the annexation area from existing fire stations closest to the area of annexation. Emergency dispatch assignment of Fire Services resources to the annexation area would be the same as currently provided in areas of similar land use and population within the City.	Immediately following annexation
<b>Fire Prevention</b>	The services of the City of Kerrville Fire Marshall shall be provided to the area.	Immediately following annexation.
<b>Library</b>	Residents of the area, if any, will continue to be entitled to utilize all City of Kerrville Library facilities.	Immediately following annexation.
<b>Parks and Recreation Facilities</b>	The City will maintain park and recreation facilities located within the annexation area, if any, on the effective date of annexation on the same basis and at the same level as similar facilities are maintained throughout the City.	Immediately following annexation
<b>Police Protection</b>	Police Services will provide protection and law enforcement services to the annexation area. The level of service will be at the same level as currently provided in areas of similar land use and population within the City. These services include the following: 1) regular patrol of the area, 2) handling of complaints and incidents, 3) traffic enforcement, and 4) special units, such as criminal investigations, narcotics, crime prevention, neighborhood services, and special weapons and tactics.	Immediately following annexation

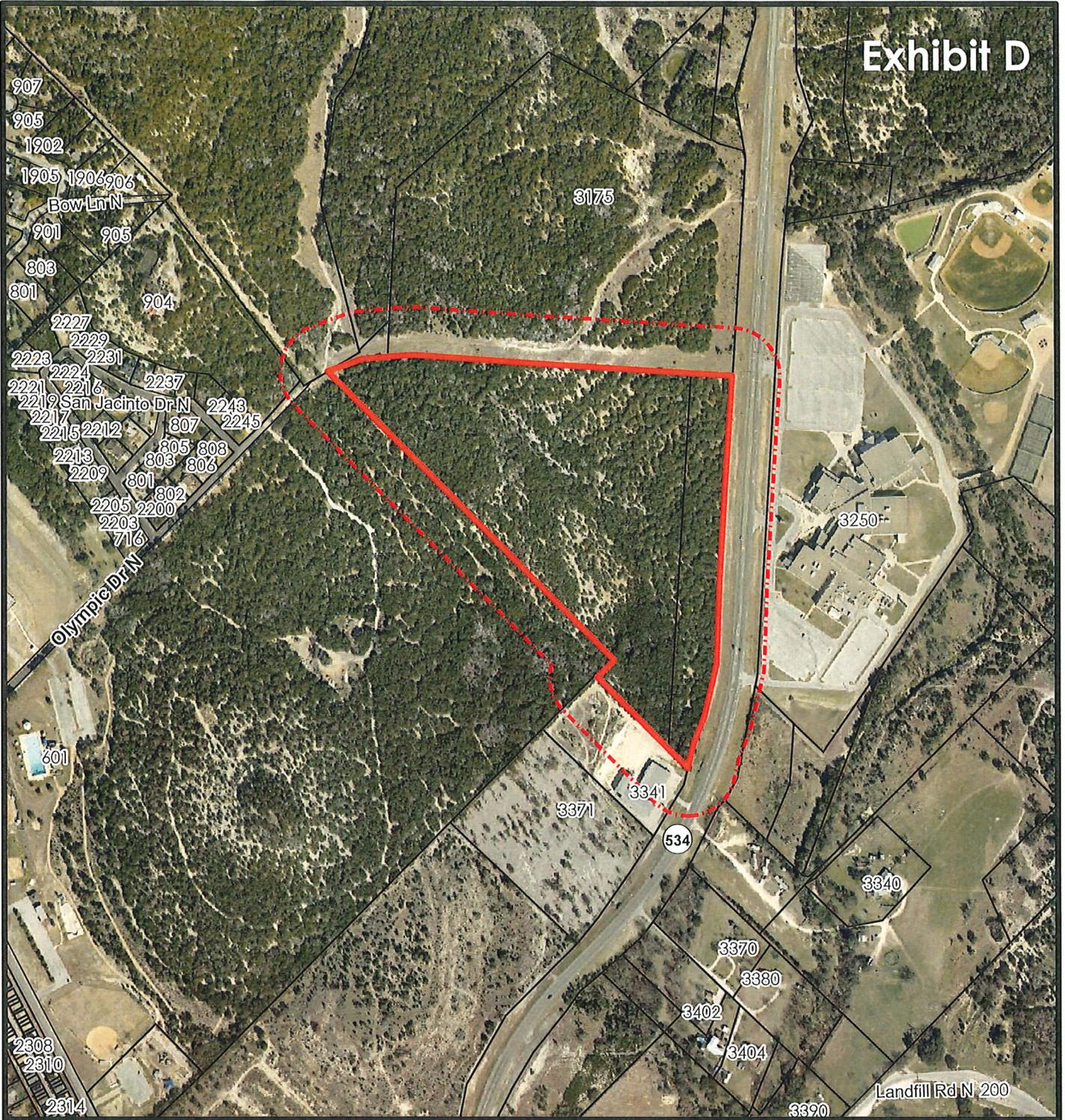
SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
<p>Maintenance of Existing Roads &amp; Streets</p>	<p>The City's Public Works Department will maintain existing roads and streets, drainage, and regulatory signs on the effective date of annexation. The same basis and level of services currently provided throughout the City will be adhered to as follows:</p> <ol style="list-style-type: none"> <li>1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow.</li> <li>2. Routine maintenance of public streets and rights-of-way performed within the City.</li> <li>3. Street sweeping services may occur based upon need and funding.</li> <li>4. Installation and maintenance of traffic signs, street markings, and other traffic control devices as the need is established by appropriate study and traffic standards. Private streets, including ingress/egress easements, access easements, common areas, common driveways and anything else which has not been specifically dedicated and accepted as public right-of-way, will not be maintained by the City. Public streets will be included in the City's preventive maintenance program. Preventive maintenance projects are prioritized and scheduled based on a variety of factors, including surface condition, transversibility, age, traffic volume, density of dwellings per block, adjacent street conditions and available funding. Any necessary rehabilitation or reconstruction will be considered on a citywide priority basis.</li> </ol>	<p>Immediately following annexation</p>

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
<b>Solid Waste Collection</b>	Solid Waste collection to the annexation area will be provided on the same basis and at the same level as provided throughout the City, in accordance with applicable law.	Immediately following annexation
<b>Traffic Engineering</b>	Traffic control devices and street markers shall be installed where deemed necessary by the city street department, except as provided by the Texas Department of Transportation.	Immediately following annexation
<b>Water Service</b>	The City will provide for the maintenance of City-owned public water lines within the annexation area provided that the area is within the City's Certificate of Convenience and Necessity area as determined by the Texas Commission on Environmental Quality (TCEQ) beginning on the effective date of the annexation. Water service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that water extensions are the responsibility of the developer of property will be applied in this area.	As the property develops

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
<p><b>Wastewater Service</b></p>	<p>The City will provide for the maintenance of sanitary sewer lines within the annexation area provided that the area is within the City's Certificate of Convenience and Necessity area as determined by the Texas Commission on Environmental Quality (TCEQ) beginning on the effective date of the annexation. Sanitary sewer service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that sanitary sewer extensions are the responsibility of the developer of property will be applied to this area. Maintenance of all parts of the sewer system will begin as those parts are put into service. The sewer system will be maintained with the same frequency and level of effort as comparable parts of the system in other parts of the City.</p>	<p>As the property develops</p>
<p><b>Provision for Other City Services</b></p>	<p>Other City services that may be provided by the City such as planning, inspection, code enforcement, animal control, library, parks and recreation, municipal court, and general administration will be made available on the same basis and at the same level as provided throughout the City.</p>	<p>Immediately following annexation</p>

# EXHIBIT D

# Exhibit D



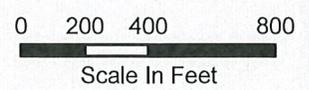
## Location Map

Case # 2020-070

Location:  
Kerr CAD #66218, #66219

### Legend

200' Notification Area   
Subject Properties 



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. 2021-02, second reading. An Ordinance vacating, abandoning, and closing a public right-of-way consisting of a portion of a sixteen foot wide alley, which was originally located in its entirety between Francisco Lemos Street and Hays Street; said portion consisting of approximately 0.0508 acres out Block 48 of the Chas Schreiner 2nd Addition to the City of Kerrville; making a finding that the alley is not required for present or future public use; authorizing the City Manager to take all necessary action to effectuate the vacation, abandonment, closure, and quitclaim; and providing for a public hearing.

**AGENDA DATE OF:** January 26, 2021 **DATE SUBMITTED:** Jan 18, 2021

**SUBMITTED BY:** Drew Paxton

**EXHIBITS:** [20210126\\_Ordinance 2021-02 HEB purchase of ROW alley closure - second reading.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>	E - Economic Development
<b>Guiding Principle</b>	E4. Balance, broaden and diversify the City’s tax base, shifting the tax burden away from residential property owners
<b>Action Item</b>	E4.2 - Explore opportunities to capitalize on existing businesses, such as Mooney, the Airport, and James Avery

**SUMMARY STATEMENT:**

The Kerrville 2050 Comprehensive plan called for the City to look at opportunities to help existing local businesses expand their operations in order to achieve the overall goal of balancing, broadening, and diversifying the City’s tax base, helping shift the tax burden away from residential property owners. In addition, the Kerrville 2050 plan also called for the City to assist in the assembly of land for new Downtown investments.

H-E-B has requested the closure and abandonment of a portion of (adjacent to their property) a dead end alley from Francisco Lemos Street.

This street closure ties into the Conditional Use Permit amendment request as well as H-E-B's overall redevelopment of the site. Property on both sides of the alley are owned by HEB and will function as parking lot. There is no future public purpose for the alley ROW. The request is consistent with the Kerrville 2050 Comprehensive Plan, as previously stated. The subject property is located within Strategic Catalyst Area 1 which comprises the downtown core and central business district. "There should be a strong focus on redevelopment and catalyzing a renewed public interest in the area."

The City previously received a recent appraisal as to the fair market value of the City's interest in the Rights-of-way (ROW) along Hayes Street and adjacent alleys, which was assessed at \$8.80 per square foot, and is in the same general vicinity of the city. The portion of the alley to be closed is approximately 2,212 square feet, and therefore the extrapolated assessed value is \$19,465. If approved, the closure will be contingent upon payment from HEB in this amount.

On January 12, 2021, the City Council approved Ordinance No. 2021-02 on first reading.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2021-02 on second reading.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2021-02**

**AN ORDINANCE VACATING, ABANDONING, AND CLOSING A PUBLIC RIGHT-OF-WAY CONSISTING OF A PORTION OF A SIXTEEN FOOT WIDE ALLEY, WHICH WAS ORIGINALLY LOCATED IN ITS ENTIRETY BETWEEN FRANCISCO LEMOS STREET AND HAYS STREET; SAID PORTION CONSISTING OF APPROXIMATELY 0.0508 ACRES OUT BLOCK 48 OF THE CHAS SCHREINER 2<sup>ND</sup> ADDITION TO THE CITY OF KERRVILLE, A SUBDIVISION OF KERR COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME K, PAGES 1-7 OF THE DEED RECORDS OF KERR COUNTY, TEXAS; MAKING A FINDING THAT THE ALLEY IS NOT REQUIRED FOR PRESENT OR FUTURE PUBLIC USE; PROVIDING FOR THE TERMS AND CONDITIONS OF VACATION, ABANDONMENT, AND CLOSURE; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, AS A QUITCLAIM DEED; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE VACATION, ABANDONMENT, CLOSURE, AND QUITCLAIM; AND PROVIDING FOR A PUBLIC HEARING**

**WHEREAS**, the owner of the property located at 300 Main Street (“Owner”) and adjacent properties is currently redeveloping property and expanding its use; and

**WHEREAS**, pursuant to this redevelopment, the Owner has requested that the City vacate, abandon, and close a portion of an alley, which as originally established was located between and intersected with Francisco Lemos Street and Hays Street; such interest is more specifically described below and is referred to herein as the “Right-of-way”; and

**WHEREAS**, the Owner owns the property on both sides of the Right-of-way; and

**WHEREAS**, City staff has considered the public’s present and future use of the Right-of-way and do not believe that the alley is required for such use; and

**WHEREAS**, based upon its analysis, City staff recommends vacating, abandoning, and closing the Right-of-way; and

**WHEREAS**, the City previously received an appraisal as to the fair market value of the City’s interest in other rights-of-way interests in the immediately vicinity

of the Right-of-way, and taking that appraisal, have applied it to the interest here to determine what they believe to be the fair market value of this Right-of-Way; and

**WHEREAS**, in reviewing this analysis, Council finds that the City is receiving adequate value for the action it is taking herein; and

**WHEREAS**, the City of Kerrville, Texas, is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

**WHEREAS**, Texas Transportation Code Section 311.007 authorizes any such city to vacate, abandon, or close any street or alley; and

**WHEREAS**, City Council held a public hearing beginning at approximately 6:00 p.m. on January 12, 2021, as advertised, to consider public comments regarding the issue of vacation, abandonment, and closure of the Right-of-way; and

**WHEREAS**, City Council authorizes the City Manager to effectuate the formal vacation, abandonment, closure, and quitclaim of the Right-of-way, subject to the terms of this Ordinance; and

**WHEREAS**, the City Council of the City of Kerrville, Texas, acting pursuant to state law and to facilitate the redevelopment of property and the expansion of its use, finds it to be in the public interest and advisable to vacate, abandon, close, and quitclaim the Right-of-way, subject to the limitations and conditions which follow;

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

**SECTION ONE.** The facts and findings set forth in the preamble to this Ordinance are hereby found to be true and correct and are adopted.

**SECTION TWO.** Subject to the limitations and conditions which follow, the City Council hereby vacates, abandons, closes, and quitclaims in favor of the abutting property owner, all of the City's right, title, and interest of the public in and to the following public street right-of-way, constituting a portion of the alley that intersects Francisco Lemos Street and continues east toward Hays Street; said interest being more particularly described and depicted in **Exhibit A**, attached hereto and incorporated herein by reference. The vacation, abandonment, and closure does not extend to any portion of the alley referenced above not described in **Exhibit A**.

**SECTION THREE.** The vacation, abandonment, and closure of the Right-of-way described in **Exhibit A**, and authorized herein, is made and accepted subject to all existing easements, whether apparent or non-apparent, aerial, or underground. In addition, the approval of this Ordinance does not waive any part of the City's development process or approvals required by City Code for development and construction activities, which may include platting and the conveyance of easements to the City in connection with such plat, such as easements for utilities, storm drainage, fire lanes, and access.

**SECTION FOUR.** The vacation, abandonment, and closure authorized herein shall extend only to the public right, title, easement, and interest for the street and alley and shall be construed to extend only to that interest which the City Council may legally and lawfully vacate, abandon, and close, to include quitclaiming such rights in favor of the abutting property owner to the street and alley.

**SECTION FIVE.** The City Secretary is authorized and directed to prepare a certified copy of this Ordinance and furnish the same to abutting property owner(s), and in addition, record this abandonment Ordinance in the Official Public Records of Kerr County, Texas, which such recording shall serve as the quitclaim deed of the City of Kerrville, Texas, of all the right, title, or interest of the City in and to said Right-of-way described in **Exhibits A and B**.

**SECTION SIX.** The Owner shall pay \$19,465.00 to the City as a portion of the value to be realized by the City and public in response to the vacation, abandonment, and closure of the Right-of-way.

**SECTION SEVEN.** The City Manager is authorized to execute any documents necessary to complete the vacation, abandonment, and closure, and quitclaim contemplated herein.

**SECTION EIGHT.** The payment that the City receives pursuant to Section Six above shall be transferred into the appropriate budget line item and shall be utilized solely for street maintenance purposes in accordance with Section 253.001, Texas Local Government Code.

**SECTION NINE.** This Ordinance takes effect upon its adoption.

PASSED AND APPROVED ON FIRST READING, this the 12 day of JANUARY, A.D., 2021.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# EXHIBIT A



0.0508 Acres  
(3,163 Sq. Ft.)  
2220-12143 ex1 .dwg

Fn. No. 2220-12143-ex1  
November 18, 2020  
Job No. 2220-12143

## FIELD NOTE DESCRIPTION

Being 0.0508 acres situated in the city of Kerrville, Kerr County, Texas, being a portion of a 16' wide Public Alley in Block 48 located between Francisco Lemos Street and Hays Street as shown on Block 48 of the Chas Schreiner Addition to the City of Kerrville, a Subdivision of Kerr County Texas, according to the plat of said subdivision recorded in Volume K, Page 1-7 of the Deed Records of Kerr County Texas; This 0.0508 acres being more particularly described by Metes and Bounds with all bearings being referenced to the Texas State Plane Coordinate System, South Central Zone, North American Datum of 1983;

**Commencing**, at a set 1/2 inch iron rod on the northeasterly Right-of-Way (ROW) line of Main St, being the most westerly corner of Lot 1, Block 1 of the H.E.B. Kerrville #1 Subdivision as recorded in Instrument No. 19-07830 of the Public Records of Kerr County Texas, being also the most southerly corner of Lot 299, Block 48 of said Schreiner Addition;

**Thence**, along the common line of said Lot 1 and Lot 299, N 44° 56' 51" E, 201.47 feet, to a corner being on the southwesterly ROW line of said 16' Alley, the most easterly corner of said Lot 299 and an interior corner of said Lot 1 for the **Point of Beginning** of herein described tract;

**Thence**, crossing said 16' Alley, N 44° 56' 51" E, 16.00 feet to a corner on the northeasterly ROW line of said 16' Alley, being the most southerly corner of Lot 350, Block 48 of said Schreiner Addition and an interior corner of said Lot 1;

**Thence**, along the northwesterly line of said Lot 1, the following courses;

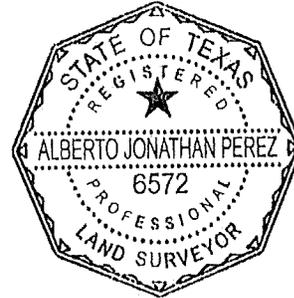
- S 45° 06' 33" E, 138.43 feet to a corner;
- S 44° 53' 27" W, 16.00 feet to a corner;
- N 45° 06' 33" W, 138.45 feet to the **Point of Beginning**, containing 0.0508 acres (2,215 square feet) of land, more or less.

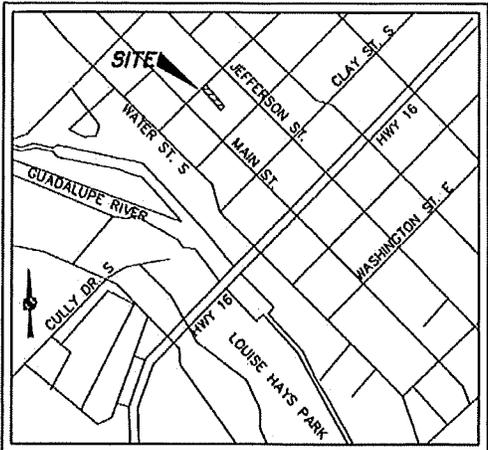
Note: Sketch of even date to accompany this Field Note Description

 \_\_\_\_\_ 11/18/2020

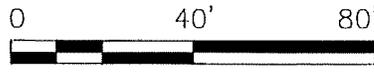
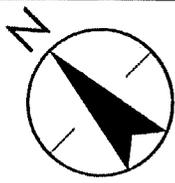
Alberto Jonathan Perez  
Registered Professional Land Surveyor  
Texas Registration Number 6572  
Stantec Consulting Services, Inc.  
70 NE Loop 410, Suite 1100  
San Antonio, Texas 78216  
210/525-9090  
TBPLS Firm No.: 10194228

Date





VICINITY MAP  
N.T.S.  
KERR COUNTY, TEXAS

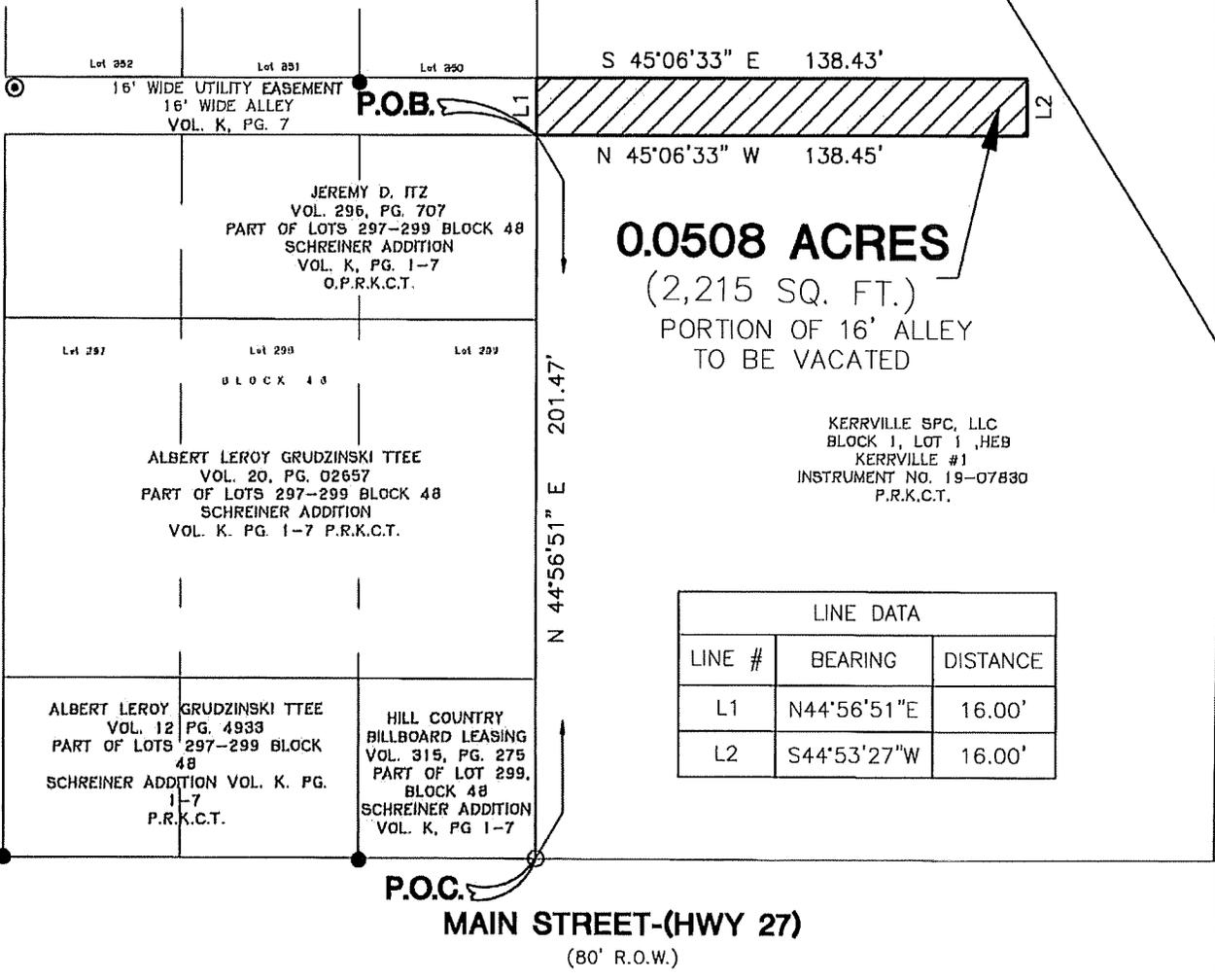


- LEGEND**
- 1/2" IRON ROD FOUND
  - ▲ PK NAIL FOUND
  - 1/2" IRON ROD SET
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT.

**BEARING BASIS**  
BEARINGS ARE BASED ON NORTH AMERICAN DATUM, 1983, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, ESTABLISHED FROM GPS OBSERVATIONS UTILIZING THE WDS COOPERATIVE NETWORK.

KERRVILLE SPC, LLC  
BLOCK 2, LOT 1, HEB  
KERRVILLE #1  
INSTRUMENT NO. 19-07830  
P.R.K.C.T.

FRANCISCO LEMOS STREET  
(80' R.O.W.)



LINE DATA		
LINE #	BEARING	DISTANCE
L1	N44°56'51"E	16.00'
L2	S44°53'27"W	16.00'



**Stantec**  
70 NE Loop 410, Suite 1100  
San Antonio, TX 78218  
Tel. (210) 525-9000 Fax (210) 525-0528  
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**SKETCH TO ACCOMPANY DESCRIPTION OF**

OF A 0.0508 ACRE TRACT SITUATED IN KERR COUNTY, TEXAS, BEING A PORTION OF A CALLED 16' ALLEY AS SHOWN ON BLOCK 48 OF THE SCHREINER ADDITION AS RECORDED IN VOLUME K, PAGE 1-7 OF THE PLAT RECORDS OF KERR COUNTY, TEXAS

**PORTION OF A 16' ALLEY  
CLOSURE**

**SHEET 3 OF 3**



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

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**SUBJECT:** 2018 Building and Related Codes. The following items will be presented and considered together as one item:

7C (1) Ordinance No. 2021-03, second reading. An Ordinance amending Section 26-32 of Chapter 26 "Building and Building Regulations" of the Code of Ordinances of the City of Kerrville, Texas, in its entirety by adopting the International Residential Code, 2018 Edition, for one- and two-family dwellings, regulating the construction, enlargement, alteration, repair, removal, demolition, conversion, occupancy, equipment, use, height, area, and maintenance of all one- and two-family dwellings and multiple single-family dwellings (townhouses) within the city; adopting local amendments; and renumbering Section 26-1 concerning the moving of a house upon city streets.

7C (2) Ordinance No. 2021-04, second reading. An Ordinance amending Section 26-31 of Chapter 26 "Building and Building Regulations" of the Codes of Ordinances of the City of Kerrville, Texas, in its entirety by adopting the International Building Code, 2018 Edition, regulating the construction, enlargement, alteration, repair, removal, demolition, conversion, occupancy, use, height, area, and maintenance of all buildings or structures within the city except one-and two-family dwellings and multiple single-family dwellings (townhouses), and including the National Electrical Code as referenced herein; adopting local amendments; and adopting a new Section 26-38 to require a permit for the construction of a fence.

7C (3) Ordinance No. 2021-05: second reading, adoption of an Ordinance amending Articles II, III, IV, V, and VI Chapter 26 "Building and Building Regulations" of the Code of Ordinances of the City of Kerrville, Texas, in their entirety by adopting the existing International Building Code, National Electrical Code, International Plumbing Code, International Fuel Gas Code, International Mechanical Code, International Energy Conservation Code, and the International Swimming Pool and Spa Code, 2018 Editions; and adopting local amendments to each code.

7C (4) Ordinance No. 2021-06, second reading. An Ordinance amending Chapter 50 "Fire Prevention and Protection" of the Code of Ordinances of the City of Kerrville, Texas, by deleting Sections 50-2 and 50-3; adding a new Section 50-5, to adopt the National Fire Prevention Association 101, Life Safety Code, 2018 Edition; and adopting local amendments to said code.

**AGENDA DATE OF:** January 26, 2021      **DATE SUBMITTED:** Jan 18, 2021

**SUBMITTED BY:** Drew Paxton

- EXHIBITS:** [20210126\\_Ordinance 2021-03 Adoption of 2018 International Residential Code - second reading.pdf](#)  
[20210126\\_Ordinance 2021-04 Adoption of 2018 International Building Code - second reading.pdf](#)  
[20210126\\_Ordinance 2021-05 Adoption of 2018 Mechanical Code - second reading.pdf](#)  
[20210126\\_Ordinance 2021-06 Adoption of 2018 Fire Code - second reading.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>	Yes
<b>Key Priority Area</b>	C - Community / Neighborhood Character and Place Making
<b>Guiding Principle</b>	C5. Establish clear guidelines for code enforcement and zoning, educate the public on the value and importance of property maintenance, and focus on proactive code enforcement and maintaining minimum property standards.
<b>Action Item</b>	C5.12 - Engage third-party services to assist with the review and rewrite of existing City codes, including the zoning and subdivision ordinances and zoning map, to ensure they are consistent with and support Kerrville 2050

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**SUMMARY STATEMENT:**

The City of Kerrville adopts the International Code Council (ICC) series of building codes. The ICC produces these consensus based codes through a review process that includes jurisdictions nationwide and internationally. While the ICC publishes updated codes every three years, many municipalities and state governments adopt new versions of the building codes on a six year cycle. These codes help ensure the life safety and construction methods of new construction and building updates and renovations.

The Kerrville 2050 Implementation Plan includes reviews and updates to many of the development related codes, including the Building Codes.

C5.12 - Engage third-party services to assist with the review and rewrite of existing City codes, including the zoning and subdivision ordinances and zoning map, to ensure they are consistent with and support Kerrville 2050

Currently the City of Kerrville is still utilizing the 2006 ICC codes with the exception of the International Energy Compliance Code (IECC), which was updated to the 2015 code, consistent with the State of Texas.

City staff has reviewed the previous amendments to the codes and incorporated those amendments into the 2018 ICC codes accordingly. The Building Board of Adjustments and Appeals as well as city staff, have met with local contractors and architects to review the updates to the 2018 ICC codes.

The Building Board of Adjustments and Appeals has recommended adoption of the codes as presented.

On January 12, 2021, City Council approved Ordinances No. 2021-03, 2021-04, 2021-05, and 2021-06 on first readings.

Several minor changes were made to Ordinance No. 2021-06 related to the Fire Code between first and second reading. Essentially, staff clarified the intended local amendments regarding the use of ceremonial and recreational firepits at commercial and residential locations.

**RECOMMENDED ACTION:**

Approve Ordinances No. 2021-03, No. 2021-04, No. 2021-05, and No. 2021-06 on second reading, as presented.

CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2021-03

AN ORDINANCE AMENDING SECTION 26-32 OF CHAPTER 26 “BUILDING AND BUILDING REGULATIONS” OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, IN ITS ENTIRETY BY ADOPTING THE INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION, FOR ONE- AND TWO-FAMILY DWELLINGS, REGULATING THE CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, REMOVAL, DEMOLITION, CONVERSION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA, AND MAINTENANCE OF ALL ONE- AND TWO-FAMILY DWELLINGS AND MULTIPLE SINGLE-FAMILY DWELLINGS (TOWNHOUSES) WITHIN THE CITY; ADOPTING LOCAL AMENDMENTS; RENUMBERING SECTION 26-1 CONCERNING THE MOVING OF A HOUSE UPON CITY STREETS; PROVIDING FOR A PENALTY FOR VIOLATION OF ANY PROVISION HEREOF; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ORDERING PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, the City of Kerrville, Texas, is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, City Council deems it necessary, pursuant to the approval of this Ordinance, to adopt the *International Residential Code, 2018 Edition* (“IRC”), providing minimum standards to safeguard the health, property, and welfare of the citizens of Kerrville by regulating and controlling the use, occupancy, maintenance, repair, design, and construction for residential buildings and structures, as defined, within the City; and

WHEREAS, the City’s Building Board of Adjustment and Appeals has reviewed the IRC and recommends its adoption, along with local amendments; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to adopt the IRC, along with local amendments thereto, and in so doing, to amend in its entirety Chapter 26 “Building Codes”, Article II, Section 26-32 of the City’s Code of Ordinances;

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

SECTION ONE. Chapter 26 “Building Codes,” of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 26-32 in its entirety and replacing it with new language that is underlined (added) as follows:

“Sec. 26-32. – International Residential Code, 2018 Edition.

(a) Adoption. The International Residential Code, 2018 Edition (“IRC”), a publication of the International Code Council (I.C.C.), is adopted and designated as the Residential Building Code for the City of Kerrville, Texas, to the same extent as if such Code were copied verbatim in this Article, subject to deletions, additions, and amendments prescribed in this Article. A copy of the IRC is on file in the office of the City Secretary and within the City’s Department of Development Services.

(b) Amendments. The IRC is amended as follows:

(1) R103.1 is deleted.

(2) Section R105 is amended by adding R105.1.1 to read as follows:

**R105.1.1 Contractor’s license required.** Any person who is required by the IRC to make application for a building permit shall first obtain a contractor’s license from the City. The City will issue a contractor’s license for a period not exceed one year, and all such licenses will expire on December 31 of each year. As a condition of obtaining such license, an applicant shall provide proof of a \$5,000 surety bond.

**Exceptions:** i) a homeowner seeking a building permit to make repairs or other alterations to his or her homestead is not required to obtain a contractor’s license prior to being issued a permit for work to be done on such dwelling, if the work is to be a) performed exclusively by the homeowner; and b) the dwelling is the homeowner’s primary residence; or ii) where a person is conducting or managing a single project within a one-year period; however, the person is required to obtain a single-permit license from the City prior to being issued a permit for the project.

(3) R105.2 is amended by deleting exemption 5. under “Building”.

(4) R108.6 is amended in its entirety to read as follows:

**R108.6 Work commencing before permit issuance.** The City will apply an additional fee to any person who commences work requiring a permit prior to obtaining such permit. Such fee is in addition to the required permit fee(s). The City's utilization of this remedy does not constitute an election of remedies for future incidents nor does such application constitute a waiver of the City's right to utilize alternate legal remedies to address future incidents of work being commenced without a permit, including criminal prosecution under applicable provisions of the IRC or other applicable laws.

(5) Section R202 is amended by adding the following definitions:

**Occupancy.** The fact or condition of holding, possessing, or residing in for the purpose of using a building or structure for the intended use. Occupancy exists when any activity or use, other than construction work on the building itself, is conducted within or from the building or structure, including the primary business of the occupancy and any ancillary activity of the occupancy classification, such as bookkeeping, telephoning, holding meetings and the like.

**Occupancy Classification.** The classifying of buildings or structures according to their proposed use for the purpose of determining construction requirements as they pertain to the *International Residential Code, International Electrical Code, International Mechanical Code, International Plumbing Code, International Energy Code, International Fuel Gas Code, International Fire Code*, and other City regulations. Occupancy classification takes place when plans and/or a permit application are received for review by the City or at the time that an existing building is changing occupancy type. The occupancy classification is determined by the Building Official.

(6) Tables R402.2 and R403.1(1) and (2) are amended to add the following specifications and tables:

*Footing design.* "Post-tension" tendons cable-type foundations shall meet the following requirements, each of which shall be performed by a licensed engineer:

(a) submit complete layout of cable with all figures and calculations;

(b) inspect the installation immediately before pour along with City inspectors;

(c) conduct an on-site inspection while pour is in progress;

(d) supervise the pulling of the tendons along with City inspectors; and

(e) complete a certificate after completion that the above requirements have all been met, and submit same to City.

Minimum 2500 psi concrete placed with no more than a four-inch slump without admixtures or additives unless the mix is certified by a licensed engineer. Foundations shall be placed monolithically after the removal of all vegetation and compaction of placed fill. Reinforcing steel shall be clean and free of scale and extensive rust. No concrete shall be placed in conditions where the temperature is less than 40 degrees or where the temperature is expected to fall below 40 degrees within 24 hours unless provisions have been made to maintain a temperature of 40 degrees or greater for a period of at least 24 hours.

**Frame Construction:**

<b><u>Exterior Beams Dimensions and Requirements</u></b>	
<u>Width</u>	<u>12" Minimum over all dimensions</u>
<u>Height</u>	<u>18" Minimum over all dimensions</u>
<u>Continuous Reinforcing</u>	<u>4 - #4 Rebar</u>
<u>Stirrups</u>	<u>#3 stirrups every 3' or as required</u>
<u>Depth</u>	<u>Minimum 12" undisturbed soil</u>

<b><u>Interior Bearing Beams Width</u></b>	
<u>Width</u>	<u>12" Minimum over all dimensions</u>
<u>Height</u>	<u>16" Minimum over all dimensions</u>
<u>Continuous Reinforcing</u>	<u>2 - #4 Rebar</u>
<u>Stirrups</u>	<u>#3 stirrups every 3' or as required</u>
<u>Depth</u>	<u>Into compacted fill</u>

**Masonry Veneer Construction:**

<b><u>Exterior Beams Dimensions and Requirements</u></b>	
<u>Width</u>	<u>12" Minimum over all dimensions</u>
<u>Height</u>	<u>24" Minimum over all dimensions</u>
<u>Continuous Reinforcing</u>	<u>4 - #5 Rebar</u>
<u>Stirrups</u>	<u>#3 stirrups every 3' or as required</u>
<u>Depth</u>	<u>Minimum 12" undisturbed soil</u>
<b><u>Interior Bearing Beams Width</u></b>	
<u>Width</u>	<u>12" Minimum over all dimensions</u>
<u>Height</u>	<u>18" Minimum over all dimensions</u>
<u>Continuous Reinforcing</u>	<u>2 - #5 Rebar</u>
<u>Stirrups</u>	<u>#3 stirrups every 3' or as required</u>
<u>Depth</u>	<u>Into compacted fill</u>

Not less than six-inch by six-inch, #6 gauge wire mesh shall be used for the reinforcement of all foundations and monolithic slabs.

When beams exceed twenty-four (24) inches in height, a detail of the reinforcing steel shall be shown on the drawing.

The minimum thickness of concrete floor slabs supported directly on the ground shall not be less than four (4) inches. An approved vapor barrier of at least 0.060 polyethylene plastic or equivalent with twelve-inch overlap at seams shall be installed underneath all slabs under spaces to be occupied but excluding patios, sidewalks, and driveways.

Sidewalks shall have a minimum six-inch by six-inch, #6 gauge wire mesh with one (1) #4 bar steel around perimeter.

Concrete driveways shall have a minimum of six-inch by six-inch, #6 gauge wire mesh and one (1) #4 bar steel around perimeter.

(7) R905.7 is amended in its entirety to read as follows:

**R905.7 Wood shingles and shakes.** The installation of roof coverings shall comply with the provisions of this section.

**R905.7.1 New wood roofs prohibited.** Wood shingles and shakes are prohibited, are not allowed as an alternative material, and shall not be installed or used on any new construction or the re-roofing of any structure.

**R905.7.2 Repair of existing roofs.** Any existing structure which has wood shingles or shakes may be repaired with fire-retardant shingles or shakes of a comparable grade. “Repair” means the replacement of damaged or destroyed shingles or shakes, provided the area repaired does not exceed twenty-five percent (25%) of the square foot surface area of the existing roof. Any percentage greater than twenty-five percent (25%) will be considered “re-roofing” in which event the use of wood shingles or shakes is prohibited as provided by R905.7.1. A wood shingle or shake roof may not be replaced with wood shingles or shakes in increments which are undertaken in an attempt to meet the definition of “repair”.

(8) R905.8, including the subsections, is deleted.

(9) M1411.3 is amended in its entirety to read as follows:

**M1411.3 Condensate disposal.** Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to a place of disposal as approved by the Building Official. Condensate shall not be discharged into a street, alley, or other area so as to cause a nuisance or hazard. The condensate from any heating system, air conditioning system, or other source shall not be discharged into the sanitary sewer. Condensate shall discharge to the exterior, an adequately-sized French drain, or other location approved by the Building Official.

**Exception:** an air conditioning system that meets all of the following criteria may discharge the condensate generated by these unit(s) into the sanitary sewer:

1. eligible systems must be a secondary system operating with a climate controlled structure. The primary unit is not eligible for an exception;

2. each individual air handling unit shall not generate more than 0.75 gallons of condensate per day; and

3. total condensate discharge may not exceed 15 gallons per day per lot or tract of land.

(10) Section P2501 is amended by adding P2501.1.1 to read as follows:

**P2501.1.1 Requirements not covered by IRC.** The Building Official may impose any requirement(s) necessary for the strength, stability, or proper operation of an existing or proposed plumbing system or to ensure the public safety, health, and welfare, not specifically covered by the IRC.

(11) P2503.8.2 is amended in its entirety to read as follows:

P2503.8.2 Reduced pressure principal, double check, double check detector, and pressure vacuum breaker backflow preventer assemblies shall be tested at the time of installation or immediately after repairs or relocation. Any backflow assembly installed to protect from contamination or health hazard shall be tested annually.

(12) A new Section P2610 is added to read as follows:

**SECTION P2610. CROSS-CONNECTION (BACKFLOW) CONTROL.**

**P2610.1 Applicability of section.** This section applies to anyone who receive potable water from the City. No water service connection from the City's public water supply system shall be allowed to any residence, establishment, or property where an actual or potential contamination hazard exists unless the public water facilities are protected from contamination in accordance with state law. At any residence, establishment, or property where an actual or potential contamination hazard exists, the City will require additional protection at the meter in the form of an air gap or backflow prevention assembly. The type of backflow prevention assembly required shall be determined by the specific potential hazard identified by the Texas Commission on Environmental Quality or its successor ("TCEQ"), and its *Rules and Regulations for Public Water Systems*, specifically Chapters 290 and Chapter 344 of the Texas Administrative Code; and this section. The City shall discontinue water service if a required backflow prevention assembly is not installed, maintained, and tested in accordance with TCEQ, its rules, and this section.

**P2610.2 Responsibility.** The Manager shall be responsible for the protection of the public potable water distribution from contamination or pollution due to the backflow of contaminants or pollutants through each water service connection. If the Manager believes that an actual or potential contamination hazard exists, an approved backflow prevention assembly or device shall be required at each customer's water service connection or within the customer's private water system for the safety of the City's public water system.

**P2610.3 Definitions.**

**(a) Auxiliary water.** A water supply on or available to a building or establishment from a source other than the City's potable water supply. These auxiliary waters may include water from another purveyor's public potable water supply or a natural source(s) such as a well, spring, river, stream, harbor, and so forth; used waters; or industrial fluids. These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

**(b) City.** The City of Kerrville, Texas, or any authorized person acting on its behalf.

**(c) Contamination.** An impairment of a potable water supply by the introduction or admission of any foreign substance that degrades the quality and creates a health hazard.

**(d) Customer.** The person receiving potable water service from the City or another water purveyor.

**(e) Health hazard.** A cross-connection, potential contamination hazard, or other situation involving any substance that can cause death, illness, the spread of disease, or has a high probability of causing such effects if introduced into the public water system.

**(f) Nonhealth hazard.** A cross-connection, potential contamination hazard, or other situation involving any substance that generally will not be a health hazard, but will constitute a nuisance, or be aesthetically objectionable, if introduced into the public water system.

**(g) Person.** An individual, corporation, organization, government or governmental subdivision or agency, business trust, estate, trust,

partnership, association, and other legal entity, but does not include the City.

(h) **Pollution.** The presence of any foreign substance that tends to degrade its quality so as to constitute a non-health hazard or impair the usefulness of the water.

(i) **Potable water.** Water that complies with TCEQ rules for human consumption and other domestic uses.

(j) **Private plumbing system.** The plumbing located between the point of delivery and the point of use including pipes, conduits, tanks, receptacles, fixtures, equipment, and appurtenances used to produce, convey, recycle, store, or use potable water on a customer's premises.

(k) **Public water system.** A system for the provision of piped water for human consumption as further defined in 30 Texas Administrative Code § 290.38, et seq., as amended.

(l) **Reclaimed water.** Treated water from a wastewater treatment facility.

(m) **Service connection.** The terminal end of a connection to the public water system, that is, the downstream end of the meter installed at the end of the service connection. There shall be no unprotected takeoffs from the service connection ahead of the meter and/or backflow prevention assembly.

(n) **Used water.** Water supplied by a water purveyor from a public water system to a customer's water system that has passed through the point of delivery and is no longer controlled by the water purveyor.

(o) **Utility.** Water and/or wastewater utility.

(p) **Water purveyor.** A private owner, political subdivision, or other operator of a potable water system that supplies a minimum of 15 service connections or serves a minimum of 25 individuals for at least 60 days during a calendar year.

**P2610.4 Landscape Irrigation.** A double check backflow prevention assembly may be used for landscape irrigation if there are no conditions that present a health hazard.

**P2610.5 Rainwater Harvesting System.** Installation and use of a rainwater harvesting system shall comply with 30 Tx. Administrative Code, §290.44, et seq., as amended.

**P2610.6. Customer Service Inspection.** The City shall complete a customer service inspection certificate of the customer's potable water system before providing service to prevent cross-connections between the customer's potable water system and contamination or pollution sources, in accordance with 30 Tx. Administrative Code, §290.44, et seq., and as may be amended.

**P2610.7 Civil Remedies.**

**P2610.7.1 Equitable relief.** The City Attorney may enforce this section by injunction, declaratory relief, or any other action at law or in equity. The Attorney may initiate a suit against the owner, tenant, or lessee of property or facilities that are the source of a violation of this section, to recover a civil penalty for each violation not to exceed \$2,000. Each day that a violation continues constitutes a separate violation. A person who violates this section shall be liable to the City for expenses, loss, or damage incurred by the City.

**P2610.7.2 Termination of service.** The Manager may terminate service in accordance with this section. The Manager may refuse or discontinue water service if a backflow prevention assembly is not installed, certified for operation, repaired, or replaced as required by this section. The Manager may require submission of test and maintenance reports before the final release of water or wastewater inspections.

(12) Section P3002.1 is amended by adding a new exception as follows:

*Exception:* The use of SDR 35 and SDR 26 is prohibited except for those sizes six inches (6") and larger.

(13) Section P3002.2 is amended by adding a new exception as follows:

*Exception:* The use of SDR 35 and SDR 26 is prohibited except for those sizes six inches (6") and larger.

(14) Section P3005.2 is amended to add the following new section:

P3005.2.12. Two-Way Cleanout Required. The owner or occupant shall provide an approved two-way cleanout on the building sewer at the property line.

(15) Tables P3107.3, P3108.3, and P3109.4 are amended by adding the following footnote to each table:

Fn: The minimum size of a vent serving a water closet shall be two inches (2").

(16) Section P2903.1 is amended by adding the following new subsection:

P2903.1.1 Water service shut-off valve. An approved shut-off valve shall be installed in the water service line at the customer side of the water meter upon installation of a new water service line or when any repair, addition, and/or alteration of the plumbing system is made which requires the water supply to the system to be turned off. NOTE: An owner, occupant, plumber, or any other individual other than a City employee is prohibited from operating, closing, opening, or tampering with the shut-off valve on the supply side (City side) of the water meter. Where it should become necessary for the shut-off valve on the supply side (City side) of the water meter to be turned off, the City shall be contacted to have the shut-off valve turned off. Any damage to the City's water supply system, including the shut-off valve, caused by any person other than a City employee attempting to operate, close, open, or tamper with the shut-off valve shall be charged to the customer served by the damaged system.

(c) Appendices. The following appendices of the IBC are adopted: A through E, G, H, J, M, N, and Q.”

**SECTION TWO.** Chapter 26 “Building Codes,” of the Code of Ordinances of the City of Kerrville, Texas, is amended to renumber Section 26-1 as Section 26-33.

**SECTION THREE.** Future amendments, not including clarifications or technical notices of any type, of the IRC must be subsequently approved and adopted by City Council.

**SECTION FOUR.** The City Secretary is authorized and directed to submit this amendment to the publisher of the City's Code of Ordinances and the publisher is authorized to amend said Code to reflect the amendment

adopted herein and to correct typographical errors and to index, format, and number and letter paragraphs to the existing Code as appropriate.

**SECTION FIVE.** The penalty for violation of this Ordinance shall be in accordance with the penalty provision contained in Section 1-7 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense.

**SECTION SIX.** The provisions of this Ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances in direct conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict. This Ordinance is not intended to and does not replace the following laws of the City: Zoning Code, Subdivision Code, or Sign Code, as such codes exist or as may be amended.

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

**SECTION EIGHT.** In accordance with Section 3.07 of the City Charter and Section 52.013(a) of the Texas Local Government Code, 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. The Ordinance shall then become effective in accordance with this Charter section.

**PASSED AND APPROVED ON FIRST READING, this the 12 day of JANUARY, A.D., 2021.**

**PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2021.**

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

APPROVED AS TO FORM:

ATTEST:



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

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

CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2021-04

AN ORDINANCE AMENDING SECTION 26-31 OF CHAPTER 26 “BUILDING AND BUILDING REGULATIONS” OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, IN ITS ENTIRETY BY ADOPTING THE INTERNATIONAL BUILDING CODE, 2018 EDITION, REGULATING THE CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, REMOVAL, DEMOLITION, CONVERSION, OCCUPANCY, USE, HEIGHT, AREA, AND MAINTENANCE OF ALL BUILDINGS OR STRUCTURES WITHIN THE CITY EXCEPT ONE- AND TWO-FAMILY DWELLINGS AND MULTIPLE SINGLE-FAMILY DWELLINGS (TOWNHOUSES), AND INCLUDING THE NATIONAL ELECTRICAL CODE AS REFERENCED HEREIN; ADOPTING LOCAL AMENDMENTS; ADOPTING A NEW SECTION 26-38 TO REQUIRE A PERMIT FOR THE CONSTRUCTION OF A FENCE; PROVIDING FOR A PENALTY FOR VIOLATION OF ANY PROVISION HEREOF; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ORDERING PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, the City of Kerrville, Texas, is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, City Council deems it necessary, pursuant to the approval of this Ordinance, to adopt the *International Building Code, 2018 Edition* (“IBC”), providing minimum standards to safeguard the health, property, and welfare of the citizens of Kerrville by regulating and controlling the use, occupancy, maintenance, repair, design, construction and quality of materials for buildings and structures within the City; and

WHEREAS, the *ICC Electrical Code* is no longer published as a separate document, but the electrical provisions are included as Appendix K, the *National Electrical Code*, and is being adopted as a part of this Ordinance and the IBC; and

WHEREAS, the City's Building Board of Adjustment and Appeals has reviewed the IBC and recommends its adoption, along with local amendments; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to adopt the IBC, along with local amendments thereto, and in so doing, to amend in its entirety Chapter 26 "Building Codes", Article II, Section 26-31 of the City's Code of Ordinances;

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

SECTION ONE. Chapter 26 "Building Codes," of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 26-31 in its entirety and replacing it with new language that is underlined (added) as follows:

**"Sec. 26-31. – International Building Code, 2018 Edition.**

(a) Adoption. The International Building Code, 2018 Edition ("IBC"), a publication of the International Code Council (I.C.C.), is adopted and designated as the Building Code of the City of Kerrville, Texas, to the same extent as if such Code were copied verbatim in this Article, subject to deletions, additions, and amendments prescribed in this Article. A copy of the IBC is on file in the office of the City Secretary and within the Department of Development Services.

(b) Amendments. The IBC is amended as follows:

(1) 101.4.1 is amended in its entirety to read as follows:

101.4.1 Electrical. The Electrical Code currently in effect for the City applies to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto.

(2) 101.4.4 is deleted.

(3) 102.6 is amended by deleting the reference to the *International Property Maintenance Code*.

(4) 105.1.1 is amended in its entirety to read as follows:

105.1.1 Contractor's license required. Any person who is required by the IBC to make application for a building permit shall first obtain a contractor's license from the City. The City will issue a contractor's license for a period not exceed one year and all such licenses will expire on December 31 of each year. As a condition of obtaining such license, an applicant shall provide proof of a \$5,000 surety bond.

(5) 105.2 is amended by deleting 6. under "Building".

(6) 109.4 is amended in its entirety to read as follows:

109.4 Work commencing before permit issuance. The City will apply an additional fee to any person who commences work requiring a permit prior to obtaining such permit. Such fee is in addition to the required permit fee(s). The City's utilization of this remedy does not constitute an election of remedies for future incidents nor does such application constitute a waiver of the City's right to utilize alternate legal remedies to address future incidents of work being commenced without a permit, including criminal prosecution under applicable provisions of the IBC or other applicable laws.

(7) Section 202 is amended by adding the following definitions:

Occupancy. The fact or condition of holding, possessing, or residing in for the purpose of using a building or structure for the intended use. Occupancy exists when any activity or use, other than construction work on the building itself, is conducted within or from the building or structure, including the primary business of the occupancy and any ancillary activity of the occupancy classification, such as bookkeeping, telephoning, holding meetings, and the like.

Occupancy Classification. The classifying of buildings or structures according to their proposed use for the purpose of determining construction requirements as they pertain to the *International Building Code, International Electrical Code, International Mechanical Code, International Plumbing Code, International Energy Code, International Fuel Gas Code, International Fire Code*, and other City regulations. Occupancy classification takes place when plans and/or a permit application are received for review by the City or at the time that an existing building is changing occupancy type. The occupancy classification is determined by the Building Official.

(8) 1101.1 is amended in its entirety to read as follows:

**1101.1 Scope.** The provisions of this chapter shall control the design and construction of facilities for accessibility for disabled persons. In addition, the City shall apply and enforce applicable federal and state laws, including those administered by the Texas Department of Licensing and Regulation.

(9) 1507.8 is amended in its entirety to read as follows:

**1507.8 Wood shingles and shakes.** The installation of wood shingle and wood shake roof covering must comply with the following:

**1507.8.1 New wood roofs prohibited.** Wood shingles and shakes are prohibited, are not allowed as an alternative material, and shall not be installed or used on any new construction or the re-roofing of any structure.

**1507.8.2 Repair of existing roofs.** Any existing structure which has wood shingles or shakes may be repaired with fire-retardant shingles or shakes of a comparable grade. "Repair" means the replacement of damaged or destroyed shingles or shakes, provided the area repaired does not exceed twenty-five percent (25%) of the square foot surface area of the existing roof. Any percentage greater than twenty-five percent (25%) will be considered "re-roofing" in which event the use of wood shingles or shakes is prohibited as provided herein. A wood shingle or shake roof may not be replaced with wood shingles or shakes in increments which are undertaken in an attempt to meet the definition of "repair".

(10) 1507.9, including the subsections, is deleted.

(11) 1907.1 is amended by revising its first sentence as follows with the remainder of the section to remain the same:

**1907.1 General.** The thickness of concrete floor slabs supported directly on the ground shall not be less than 4 inches.

(c) *Appendices.* The following appendices of the IBC are adopted: C, E, F, G, I, J, L, and N."

**SECTION TWO.** Chapter 26 “Building Codes,” of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding a new Section 26-38 indicated by new language that is underlined (added) as follows:

**“Sec. 26-38. – Construction of Fences.**

It shall be unlawful for any person, firm, or corporation to erect, construct, or to place or to have erected, constructed, or placed or to make substantial repairs, suffer, or permit a fence or any part of a fence of permanent construction without first obtaining a fence permit from building official. Such permit is subject to the submission of an application and the payment of a fee and any fence constructed without first being issued the required building permit will be subject to an additional fee. “Fence” is defined as any wall, berm, or structure more than two and one-half (2-1/2) feet in height erected, constructed, placed, or maintained for the purpose of enclosing, screening, restricting access to or decorating the surrounding lot, parcel, building or structure, located entirely on private property.”

**SECTION THREE.** Future amendments of the IBC, not including clarifications or technical notices of any type, must be subsequently approved and adopted by City Council.

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

**SECTION FIVE.** The penalty for violation of this Ordinance shall be in accordance with the penalty provision contained in Section 1-7 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00). Each continuing day’s violation under this Ordinance shall constitute a separate offense.

**SECTION SIX.** The provisions of this Ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances in direct conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict. This Ordinance is not intended to and does not replace the following laws of the City: Zoning Code, Subdivision Code, or Sign Code, as such codes exist or as may be amended.

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

**SECTION EIGHT.** In accordance with Section 3.07 of the City Charter and Section 52.013(a) of the Texas Local Government Code, 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. The Ordinance shall then become effective in accordance with this Charter section.

**PASSED AND APPROVED ON FIRST READING, this the 12 day of JANUARY, A.D., 2021.**

**PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2021.**

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

APPROVED AS TO FORM:

ATTEST:

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

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

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2021-05**

**AN ORDINANCE AMENDING ARTICLES II, III, IV, V, AND VI CHAPTER 26 “BUILDING AND BUILDING REGULATIONS” OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, IN THEIR ENTIRETY BY ADOPTING THE INTERNATIONAL EXISTING BUILDING CODE, NATIONAL ELECTRICAL CODE, INTERNATIONAL PLUMBING CODE, INTERNATIONAL FUEL GAS CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL ENERGY CONSERVATION CODE, AND THE INTERNATIONAL SWIMMING POOL AND SPA CODE, 2018 EDITIONS (UNLESS OTHERWISE STATED), AS TO BUILDINGS, STRUCTURES, SYSTEMS, AND OTHER APPLICATIONS WITHIN THE CITY; ADOPTING LOCAL AMENDMENTS TO EACH CODE; PROVIDING FOR A PENALTY FOR VIOLATION OF ANY PROVISION HEREOF; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ORDERING PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT**

**WHEREAS**, the City of Kerrville, Texas, is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, City Council deems it necessary, pursuant to the approval of this Ordinance, to adopt the *International Existing Building Code, National Electrical Code (2017), International Plumbing Code, International Fuel Gas Code, International Mechanical Code, International Energy Conservation Code*, and *International Swimming Pool and Spa Code, 2018 Editions*, unless otherwise stated; and collectively referred to herein as the “Codes”; each of which to provide minimum standards to safeguard the health, property, and welfare of the citizens of Kerrville by regulating and controlling the use, occupancy, maintenance, repair, design, construction and quality of materials for buildings, structures, systems, and other applications within the City; and

**WHEREAS**, the City’s Building Board of Adjustment and Appeals has reviewed each of the codes specified above and recommends adoption, along with local amendments; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to adopt the Codes, along with local amendments thereto, and in so doing, to amend in its entirety Articles III, IV, V, and VI of Chapter 26 “Building Codes”, of the City’s Code of Ordinances;

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

SECTION ONE. Chapter 26 “Building Codes,” of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 26-41 in its entirety and replacing it with new language that is underlined (added) as follows:

“Sec. 26-41. - International Existing Building Code, 2018 Edition.

(a) Adoption. The International Existing Building Code, 2018 Edition (“IEBC”), a publication of the International Code Council (I.C.C.), is adopted to the same extent as if such were copied verbatim in this Article, subject to deletions, additions, and amendments prescribed in this Article. A copy of the IEBC is on file in the office of the City Secretary and within the City’s Department of Development Services.

(b) Amendments. The IEBC is amended as follows:

(1) All references to the ICC Electrical Code within the IEBC shall instead refer to the City’s electrical code.

(2) 101.4.2 and 1301.3.2 are amended by deleting the references to the International Property Maintenance Code (“IPMC”). Any other reference within the IEBC to the IPMC may be ignored as the City has neither adopted nor enforces the IPMC.

(3) Section 103 is amended in its entirety to read as follows:

Section 103 Building Inspection Division. The City has previously created a Building Inspection Division. The City’s Chief Building Official is the City employee in charge thereof and is the “Code Official” as defined. All references within the IEBC to the “Department of Building Safety” shall instead refer to the “Building Inspection Division.”

(4) 105.2 is amended by deleting exemption 1. under “Building”.

(5) 105.5 is amended by adding the following sentence at the end of the subsection:

The Code Official may grant a reasonable period of time to complete large projects that require an extended construction period.

(6) Section 112 is amended in its entirety to read as follows:

**Section 112. Building Board of Adjustment and Appeals.** Subject to its specific authority as found elsewhere in the City's Code of Ordinances, the Building Board of Adjustment and Appeals ("BBAA") shall hear appeals of orders, decisions, or determinations made by the Code Official or requests for variances relative to the application and interpretation of the IEBC.

(7) Section 305 is amended by adding 305.1.1 to read follows:

**305.1.1 Standards.** All structures shall conform to the State of Texas Accessibility Standards.

(8) Section 401 is amended by adding 401.2.1 to read as follows:

**401.2.1 Extent of repair for noncompliance buildings.** If the evaluation does not establish compliance of a pre-damaged building in accordance with 401.2, then the building shall be rehabilitated to comply with applicable provisions of the *International Building Code* ("IBC") for load combinations, including wind. The wind design level for the repair shall be as required by the building code in effect at the time of original construction, unless the damage was caused by wind, in which case the design level shall be as required by the code in effect at the time of original construction or as required by the IBC, whichever is greater.

(9) 504.2 is amended by replacing the reference to twelve feet (12.0') in the last sentence with thirteen and one-half feet (13.5').

(10) 504.3, 504.4, and 504.5 are deleted.

(11) 802.5.1 is amended by deleting "a loading dock" and replacing this phrase with "other elevated floor surface."

(12) 803.1 is amended in its entirety to read as follows:

803.1 Scope. The requirements of this subsection are limited to work areas in which Level 2 alterations are being performed and only apply beyond the work area where specified on the approved drawings and specifications.

(13) 906.3 is amended in its entirety to read as follows:

906.3 Substantial structural alteration. Where more than 30 percent of the total floor area and roof areas of the building or structure have been or are proposed to be involved in structural alteration within a 12-month period, the evaluation and analysis must demonstrate that the altered building or structure complies with the IBC for wind loading.

(14) 1006.3 is deleted.

(15) 1402.4 is deleted.”

**SECTION TWO.** Chapter 26 “Building Codes,” of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 26-61 in its entirety and replacing it with new language that is underlined (added) as follows:

“Sec. 26-61. – National Electrical Code, 2017 Edition.

(a) Adoption. The *National Electrical Code*, 2017 Edition (“NEC”), is adopted and designated as the Electrical Code for the City of Kerrville, Texas, to the same extent as if such Code were copied verbatim in this Article, subject to deletions, additions, and amendments prescribed in this Article. A copy of the NEC is on file in the office of the City Secretary and within the City’s Department of Development Services.

(b) Compliance. No electrical work performed within the City shall be approved unless the work is in strict conformity with this section, state laws, and Chapter 26 of this Code of Ordinances.

(c) Applicability to the International Residential Code. The NEC shall serve as the electrical provisions of the *International Residential Code* (“IRC”).

(d) Amendments. The NEC is amended as follows:

(1) Section 80.2 of Annex H is amended in its entirety to read as follows:

Authority Having Jurisdiction (AHJ) shall mean an organization, office, or individual responsible for enforcing the requirements of the NEC or for approving equipment, materials, an installation, or a procedure. The City's Chief Building Official or designee, and known as the "Code Official", is hereby designated as the AHJ and is authorized to interpret and enforce the provisions of the NEC.

(2) Sections 80.3, 80.5, 80.15, 80.25, 80.27, 80.31, 80.33, and 80.35 of Annex H are deleted.

(3) Section 80.19 of Annex H is amended in its entirety to read as follows:

**Section 80.19 ADMINISTRATION AND ENFORCEMENT.** Permits and approvals shall conform as follows:

(A) Application.

(i) *Scope of Permit.* Activity authorized by a permit issued under the NEC shall be conducted by the permittee or the permittee's agents or employees in compliance with all requirements of the NEC and in accordance with the approved plans and specifications. No permit issued under the NEC shall be interpreted to justify a violation of any provision of the NEC or any other law or regulation. Any addition or alteration of approved plans or specifications shall be approved in advance by the AHJ as evidenced by the issuance of a new or amended permit.

(ii) A copy of the permit shall be posted or otherwise readily accessible at each work site or carried by the permit holder as specified by the AHJ.

(B) *Content.* Permits shall be issued by the AHJ and shall bear the name and signature of the AHJ or the designated representative of the AHJ. In addition, the permit shall include the following:

(i) Operation or activities for which permit is issued;

(ii) Address or location where the operation or activity is to be conducted;

(iii) Name and address of the permittee;

(iv) Permit number and date of issuance;

(v) Period of validity of the permit; and

(vi) Inspection requirements.

(C) Issuance of Permits. The AHJ shall be authorized to establish and issue permits, certificates, notices, and approvals or orders pertaining to electrical safety hazards pursuant to Section 80.23, except that no permit shall be required to execute any of the classes of electrical work specified in the following:

(i) Installation or replacement of equipment such as lamps and of electric utilization equipment approved for connection to suitable permanently installed receptacles. Replacement of flush or snap switches, fuses, lamp sockets, and receptacles, and other minor maintenance and repair work, such as replacing worn cords and tightening connections on a wiring device;

(ii) The process of manufacturing, testing, servicing, or repairing electric equipment or apparatus; or,

(iii) Changes in occupancy within the same occupancy group, as established by the Building Code, which is adopted by the City and cited within Chapter 26 of the Code of Ordinances, shall not require upgrading the existing structure to the NEC. Additionally, where the Code Official determines that change in occupancy to another group does not increase the hazard level based on life and fire risk and the structure was constructed to the then current codes, there shall be no requirement to upgrade the existing structure to newer or more stringent codes unless there is an existing health or safety hazard present.

(D) Fees. The City shall assess fees in accordance with its adopted fee schedule.

(E) Inspection and Approvals.

(i) Upon the completion of any installation of electrical equipment that has been made under a permit, it shall be the duty of the person, firm, or corporation making the installation to notify the Code Official, who shall inspect the work within a reasonable time.

(ii) Where the Code Official finds the installation to be in conformity with the NEC, the Code Official shall issue to the person, firm, or corporation making the installation a certificate of approval authorizing connection.

(F) *Revocation of Permits.* Revocation of permits shall conform to the following:

(i) The authority having jurisdiction shall be permitted to revoke a permit or approval issued if any violation of the NEC is found upon inspection or in case there have been any false statements or misrepresentations submitted in the application or plans on which the permit or approval was based.

(ii) Any attempt to defraud or otherwise deliberately or knowingly design, install, maintain, operate, sell, represent for sale, falsify records, reports, or applications, or other related activity in violation of the requirements prescribed by the NEC is prohibited. Such violations shall be cause for immediate suspension or revocation of any related licenses, certificates, or permits issued by City. In addition, any such violation shall be subject to any other criminal or civil penalties.

(iii) Revocation shall be constituted when the permittee is duly notified by the authority having jurisdiction.

(iv) Any person who engages in any business, operation, or occupation, or uses any premises, after the permit issued therefore has been suspended or revoked pursuant to the provisions of the NEC, and before such permit has been reinstated or a new permit issued, shall violate the NEC.

(v) A permit shall be predicated upon compliance with the requirements of the NEC and shall constitute written authority issued by the AHJ to install electrical equipment. Any permit issued under the NEC shall not take the place of any other license or permit required by other regulations or laws of the City.

(vi) The AHJ may require an inspection prior to the issuance of a permit.

(vii) A permit issued under the NEC shall continue until revoked or for the period of time designated on the permit. The permit shall be issued

to one person or business only and for the location or purpose described in the permit. Any change that affects any of the conditions of the permit shall require a new or amended permit.

(G) Applications and Extensions. Applications and extensions of permits shall conform to the following:

(i) The AHJ shall be permitted to grant an extension of the permit time period upon presentation by the permittee of a satisfactory reason for failure to start or complete the work or activity authorized by the permit.

(ii) Applications for permits shall be made to the AHJ on forms provided by the jurisdiction and shall include the applicant's answer in full to inquiries set forth on such forms. Applications for permits shall be accompanied by such data as required by the authority having jurisdiction, such as plans and specifications, location, and so forth.

(iii) The AHJ shall review all applications submitted and issue permits as required. If an application for a permit is rejected by the AHJ, the applicant shall be advised of the reasons for such rejection. Permits for activities requiring evidence of financial responsibility by the jurisdiction shall not be issued unless proof of required financial responsibility is furnished.

(4) Section 80.23(B) of Annex H is amended in its entirety to read as follows:

(B) Penalties. It shall be unlawful for any person, firm, or corporation to violate any of the provisions of the NEC. Penalties for violations of the NEC are set forth in the City Code.

(5) Section 80.29 of Annex H is amended in its entirety to read as follows:

**80.29 Liability.** Neither the City nor its employees or agents charged with the enforcement of the NEC shall be liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties. The NEC shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects nor shall the City be held as assuming any such liability by reason of the inspections

authorized by the NEC or any permits or certificates issued under the NEC.

(6) Section 230.28 is amended in its entirety to read as follows:

**230.28 Service Masts as Supports.** Where a service mast is used for the support of service-drop conductors, it shall be of adequate strength or be supported by braces or guys to safely withstand the strain imposed by the service drop. Where raceway-type service masts are used, all raceway fittings shall be identified for use with service masts. Only power service-drop conductors shall be permitted to be attached to a service mast. All service risers shall be made of rigid metallic conduit, intermediate metal conduit, or electrical metallic tubing subject to the following specifications:

**(A) Drops of 30 Feet or Less.** Service risers that penetrate a roof and have a service drop of thirty feet (30.0') or less shall be made of rigid metallic conduit or intermediate metal conduit of not less than two inches (2.0") in diameter; and

**(B) Drops Exceeding 30 Feet.** Service risers that penetrate a roof and have a service drop of more than thirty feet (30.0') shall be made of rigid metallic conduit or intermediate metal conduit of not less than two inches (2.0") in diameter.

(7) Section 314.3 is amended in its entirety to read as follows:

**314.3. Nonmetallic Boxes.** Nonmetallic boxes shall be permitted only with open wiring on insulators, concealed knob-and-tube wiring, cabled wiring methods with entirely nonmetallic sheaths, flexible cords, and nonmetallic raceways.

(8) Section 320.12 is amended by adding the following prohibited use:

(6) Where the cable exceeds twenty-five feet (25.0') in length.

(9) Section 338.12 is amended by adding the following:

**(C) Additional Uses Not Permitted.** In no instance shall Type SE and Type USE cable be used in structures used for commercial purposes, other than apartments of three stories or less, and in compliance with "Assembly" classification restrictions.

(10) Section 340.12 is amended by adding the following prohibited uses:

(12) In structures used for commercial purposes, other than apartments of three stories or less, and in compliance with “Assembly” classification restrictions.

(11) Section 352.12 is amended by adding the following:

**352.12 Uses Not Permitted.** PVC conduit shall not be used under the conditions specified in 352.12(A) through (G).

(12) Section 680.62 is amended by adding the following:

**(G) Accessibility.** Branch circuit conductors shall be directly and readily accessible for the purpose of allowing the inspection, maintenance, replacement, and repair of any and all associated motors.

(13) Section 680.71 is amended by adding the following sentence at the end of the section:

Branch circuit conductors shall be directly and readily accessible for the purpose of allowing the inspection, maintenance, replacement, and repair of any and all associated motors.

**SECTION THREE.** Chapter 26 “Building Codes,” of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 26-121 in its entirety and replacing it with new language that is underlined (added) as follows:

“**Sec. 26-121. - International Plumbing Code, 2018 Edition.**

(a) *Adoption.* The *International Plumbing Code, 2018 Edition* (“IPC”), a publication of the International Code Council (I.C.C.), is adopted and designated as the Plumbing Code of the City of Kerrville, Texas, to the same extent as if such Code were copied verbatim in this Article, subject to deletions, additions, and amendments prescribed in this Article. A copy of the IPC is on file in the office of the City Secretary and within the Department of Development Services.

(b) *Amendments.* The IPC is amended as follows:

(1) 106.6.1 is amended in its entirety to provide as follows:

**106.6.1. Work commencing before permit issuance.** The City will apply an additional fee to any person who commences work requiring a permit prior to obtaining such permit. Such fee is in addition to the required permit fee(s). The City's utilization of this remedy does not constitute an election of remedies for future incidents nor does such application constitute a waiver of the City's right to utilize alternate legal remedies to address future incidents of work being commenced without a permit, including criminal prosecution under applicable provisions of the IBC or other applicable laws.

(2) Section 109 is deleted.

(3) 312.10.2 is amended in its entirety to provide as follows:

**312.10.2 Testing.** Reduced pressure principle, double check, pressure vacuum breaker, reduced pressure detector fire protection, double check detector fire protection, spill-resistant vacuum breaker backflow preventer assemblies, and hose connection backflow preventers shall be tested at the time of installation and immediately after repairs or relocation. Any backflow assembly installed to protect from contamination or health hazard shall be tested annually. The testing procedure shall be performed in accordance with one of the following standards: ASSE 5013, ASSE 5015, ASSE 5020, ASSE 5047, ASSE 5048, ASSE 5052, ASSE 5056, CSA B64.10 or CSA B64.10.1.

(4) 314.1 is amended in its entirety to provide as follows:

**314.1 Fuel-burning appliances.** Liquid combustion byproducts of condensing appliances shall be collected and discharged to a place approved by the City for disposal. Condensate may not be discharged into the sanitary sewer. Condensate piping shall consist of corrosion resistant material as approved by the City and may not be smaller than the drain connection on the appliance. Such piping shall maintain a minimum horizontal slope in the direction of discharge of not less than one-eighth unit vertical in 12 units horizontal (1-percent slope).

(5) 314.2.1 is amended in its entirety to provide as follows:

**314.2.1 Condensate disposal.** Condensate from all cooling coils and evaporators shall be conveyed from the drain pan outlet to a place

approved by the City for disposal. Condensate shall not discharge into a street, alley, or any other area so as to potentially cause a nuisance. Condensate shall not be discharged into the sanitary sewer or into any building drain, fixture trap, vent, or other arrangement, which would convey the condensate to the City's wastewater system.

**Exception:** an air conditioning system that meets all of the following criteria may discharge the condensate generated by this unit(s) into the City's sanitary sewer:

1. a secondary system operating within a climate controlled structure. A primary unit is not eligible for an exception.
2. each individual air handling unit may not generate more than 0.75 gallons per day of condensate during the summer months.
3. total condensate discharge into the City's sanitary sewer may not exceed 15 gallons per day per lot or track of land.

(6) 608.1 is amended by adding the following new subsection:

**608.1.1. Water Service Shut-Off Valve.** A shut-off valve approved by the City shall be installed in the water service line at the customer side of the water meter upon installation of a new water service line or when any repair, addition, and/or alteration of the plumbing system is made which requires the water supply to the system to be turned off. NOTE: An owner, occupant, plumber, or any other individual other than a City employee is prohibited from operating, closing, opening, or tampering with the shut-off valve on the supply side (City side) of the water meter. Where it is necessary for the shut-off valve on the supply side (City side) of the water meter to be turned off, the City shall be contacted to have the shut-off valve turned off. Any damage to the City's water system, including the shut-off valve, caused by any person other than a City employee attempting to operate, close, open, or tamper with the shut-off valve shall be charged to the customer served by the damaged system.

(7) 608.14 is amended in its entirety to provide as follows:

**608.14 Cross-connection (backflow) control.**

**608.14.1 Applicability of subsection.** This subsection applies to anyone who receives potable water from the City. No water service

connection from the City's public water supply system shall be allowed to any building, establishment, or property where an actual or potential contamination hazard exists unless the public water facilities are protected from contamination in accordance with state law and City ordinances. At any building, establishment, or property where an actual or potential contamination hazard exists, the City will require additional protection at the meter in the form of an air gap or backflow prevention assembly. The type of backflow prevention assembly required shall be determined by the specific potential hazard identified by the Texas Commission on Environmental Quality or its successor ("TCEQ"), and its Rules and Regulations for Public Water Systems, specifically Chapters 290 and Chapter 344 of the Texas Administrative Code; and this subsection. The City shall discontinue water service if a required backflow prevention assembly is not installed, maintained, and tested in accordance with TCEQ, its rules, and this subsection.

**608.14.2 Responsibility.** The Manager shall be responsible for the protection of the public potable water distribution from contamination or pollution due to the backflow of contaminants or pollutants through each water service connection. If the Manager believes that an actual or potential contamination hazard exists, an approved backflow prevention assembly or device shall be required at each customer's water service connection or within the customer's private water system for the safety of the City's public water system.

### **608.18.3 Definitions.**

**(a) Air gap.** A physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel. An air gap shall be at least twice the diameter of the water supply outlet, but in no event shall the air gap separation be less than two inches (2").

**(b) Atmospheric vacuum breaker.** An assembly containing an air inlet valve, a check seat, and an air inlet port(s). The flow of water into the body causes the air inlet valve to close the air inlet port(s). When the flow of water stops the air inlet valve falls and forms a check valve against back-siphonage. At the same time it opens the air inlet port(s) allowing air to enter and satisfy the vacuum. A shutoff valve immediately upstream may be an integral part of the assembly, but the assembly shall not be subjected to operating pressure for more than twelve (12) hours in any twenty-four (24) hour period. An atmospheric

vacuum breaker is designed to protect against a non-health hazard (i.e., pollutant) or a health hazard (i.e., contaminant) under a back-siphonage condition only.

(c) **Auxiliary water.** A water supply on or available to a building or establishment from a source other than the City's potable water supply. These auxiliary waters may include water from another purveyor's public potable water supply or a natural source(s) such as a well, spring, river, stream, harbor, and so forth; used waters; or industrial fluids. These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

(d) **Backflow.** The undesirable reversal of flow in a water system from a private plumbing system into the public water system whether caused by backpressure, back-siphonage, or a cross-connection.

(e) **Backflow prevention assembly.** An aggregation of devices designed and manufactured in conformance with the standards established by the American Water Works Association to prevent backflow into the potable water system, including reduced pressure backflow assemblies, double-check valve assemblies, pressure vacuum breaker assemblies, or an air gap separation.

(f) **Backflow prevention device.** A device designed to prevent backflow into the potable water system.

(g) **Backpressure.** Hydraulic or atmospheric pressure higher than the supply pressure, caused by a pump, elevated tank, boiler, or other means that may cause backflow.

(h) **Back-siphonage.** A form of backflow caused by a reduction in hydraulic system pressure that causes a negative or sub-atmospheric pressure.

(i) **City.** The City of Kerrville, Texas, or any authorized person acting on its behalf.

(j) **Contamination.** An impairment of a potable water supply by the introduction or admission of any foreign substance that degrades the quality and creates a health hazard.

(k) **Cross-connection.** An actual or potential connection to a public or private water system through which it is possible to introduce contamination or pollution or any source of water treated to a lesser degree.

(l) **Customer.** The person receiving potable water service from the City or another water purveyor.

(m) **Double check detector backflow prevention assembly.** An assembly composed of two independently acting, approved check valves, including tightly closing resilient seated shutoff valves located at each end of the assembly and fitting with properly located resilient-seated test cocks. This assembly shall also be provided with a means to detect system leaks and/or unauthorized use(s) of the fire protection system.

(n) **Health hazard.** A cross-connection, potential contamination hazard, or other situation involving any substance that can cause death, illness, the spread of disease, or has a high probability of causing such effects if introduced into the public water system.

(o) **Human consumption.** Use by humans in which water can be ingested into or absorbed by the human body. Examples include drinking, cooking, brushing teeth, bathing, washing hands, washing dishes, and preparing food.

(p) **Manager.** The person who is performing the duties of Manager or director of the City's water and wastewater system, as designated by the City Manager, or designee.

(q) **Nonhealth hazard.** A cross-connection, potential contamination hazard, or other situation involving any substance that generally will not be a health hazard, but will constitute a nuisance, or be aesthetically objectionable, if introduced into the public water system.

(r) **Person.** An individual, corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, and other legal entity, but does not include the City.

(s) **Pollution.** The presence of any foreign substance that tends to degrade its quality so as to constitute a non-health hazard or impair the usefulness of the water.

(t) **Potable water.** Water that complies with TCEQ rules for human consumption and other domestic uses.

(u) **Potential contamination hazard.** A condition, which, by its location, piping or configuration, has a possibility of being used incorrectly, whether through carelessness, ignorance, equipment failure, or negligence. A backflow condition may be created by which contamination or pollution can be introduced into the public water system.

(v) **Private plumbing system.** The plumbing located between the point of delivery and the point of use including pipes, conduits, tanks, receptacles, fixtures, equipment, and appurtenances used to produce, convey, recycle, store, or use potable water on a customer's premises.

(w) **Public water system.** A system for the provision of piped water for human consumption as further defined in 30 Texas Administrative Code § 290.38, et seq., as amended.

(x) **Reclaimed water.** Treated water from a wastewater treatment facility.

(y) **Reduced pressure backflow prevention assembly.** Two independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves and below the first check valve. These units are located between two tightly closing resilient-seated shutoff valves as an assembly and are equipped with properly located resilient-seated test cocks.

(z) **Service connection.** The terminal end of a connection to the public water system, that is, the downstream end of the meter installed at the end of the service connection. There shall be no unprotected takeoffs from the service connection ahead of the meter and/or backflow prevention assembly.

(aa) **Used water.** Water supplied by a water purveyor from a public water system to a customer's water system that has passed through the point of delivery and is no longer controlled by the water purveyor.

(bb) **Utility.** Water and/or wastewater utility.

(cc) **Water purveyor.** A private owner, political subdivision, or other operator of a potable water system that supplies a minimum of 15 service connections or serves a minimum of 25 individuals for at least 60 days during a calendar year.

**608.18.4 Cross Connections Prohibited.** A person shall not:

(a) Install a potable water supply that creates an actual or potential cross-connection or which allows, or may allow, used or polluted water, mixtures, or gasses, to enter potable water by back-siphonage, backpressure, or other means;

(b) Connect to the public water system, water operated equipment, or water treating chemicals or substances to the public water system that may cause pollution or contamination of the public potable water supply unless the equipment is equipped with an approved backflow prevention device or assembly installed in accordance with the requirements of this subsection;

(c) Connect, directly or indirectly, to the public water system an auxiliary water supply;

(d) Connect to the public water system a mechanism or system designed to return water to the public water system;

(e) Connect a reclaimed water system to the public water system or to the water system of a customer who receives water service from the public water system; or

(f) Install any takeoffs from the service connection ahead of the backflow prevention assembly that would require protection.

**608.14.5 Backflow prevention assembly.** A person shall not install a backflow prevention assembly in a private plumbing system, fire protection system, process water system, irrigation system, or other private water distribution system connected to the public water system unless:

(a) The assembly has been designed, manufactured, and tested in accordance with the standards adopted by the American Water Works Association;

(b) The assembly has been tested and listed as an approved backflow prevention assembly by the University of Southern California Foundation for Cross-connection Control and Hydraulic Research; and

(c) The installation complies with the IPC.

#### **608.14.6 Customer Duties.**

(a) A customer shall install new, replacement, or reconditioned backflow prevention assemblies and devices in accordance with the IPC.

(b) No person shall install or maintain a backflow prevention assembly upon or within any City right-of-way except as provided by this subsection and City Code. All permits required by the City to perform work in the right-of-way shall be obtained. A backflow prevention assembly required by this subsection may be installed upon or within any City right-of-way only if the owner proves to the City that there is no other feasible location for installing the assembly, and installing it in the right-of-way will not interfere with traffic, utilities, or public safety. The City retains the right to approve the location, height, depth, enclosure, and other requisites of the assembly prior to its installation.

(c) Any assembly or portion of an assembly in a City right-of-way which extends aboveground shall be located no closer than eighteen inches (18") to the face of the curb. A property owner shall, at the request of the City and at the owner's sole expense, relocate a backflow prevention assembly which encroaches upon any City right-of-way when such relocation is necessary for street or utility construction or repairs or for purposes of public safety.

(d) A person commits an offense if the person installs or maintains a backflow prevention assembly in violation of this subsection.

(e) A person commits an offense if the person fails to relocate a backflow prevention assembly located in or upon any City right-of-way after receiving a written order from the City to do so. A backflow prevention assembly installed or maintained in City right-of-way in violation of this subsection is declared to be a nuisance.

(f) A customer shall submit to the Manager a test and maintenance report of a backflow prevention assembly upon installation or relocation.

A water meter shall not be installed unless the customer has submitted a test and maintenance report.

**608.14.7. Special Hazards.**

(a) A customer who installs testable backflow prevention assemblies that protect potable water from hazards to the health, safety, or life of humans or animals shall test the assemblies at least annually. Such tests must be performed by a certified backflow prevention assembly tester registered with the City.

(b) A customer who connects to the public potable water system and adds chemicals or additives to automatic fire protection systems, standpipe systems, or privately owned fire hydrants shall install a reduced pressure detector backflow prevention assembly.

(c) A customer who connects a dedicated fire line to the public potable water supply system and does not add chemicals or additives to the automatic fire protection system, standpipe systems or privately-owned fire hydrants, shall install a double check detector backflow prevention assembly.

(d) A customer who obtains potable public water from the public water system for use at a construction site shall install a reduced pressure backflow prevention assembly.

(e) A customer who purchases water for the purpose of resale or distribution shall install a reduced pressure backflow assembly at the service connection. A backflow prevention assembly tester shall certify the installation and provide the certification to the Manager within 10 days after the installation.

(f) A person using a water-hauling vehicle to take water from the public potable water system shall have a permanently installed air gap on the vehicle.

**608.14.8 Cost Recovery.** Upon application made in writing and approved by the City Manager, the City may arrange to recover the costs to purchase and install the assembly through monthly billing on the customer's utility bill, which shall include interest and any applicable fee. The Manager may establish a cost recovery period that does not exceed 36 months.

**608.14.9 Inspection and Testing of Backflow Prevention Assemblies.** A customer shall test backflow prevention assemblies as required by 30 Texas Administrative Code §290.44. The Manager may require additional testing by a registered, licensed backflow prevention assembly tester. The customer shall pay the cost of such testing only if the prior test has failed and shall repair, overhaul, or replace an assembly that fails a test and shall pay all costs of same. The customer shall keep records of tests, repairs, and overhauls and make the records available to the Manager within five days of a test, repair, or overhaul of a backflow prevention assembly.

**608.14.10 Removal or Replacement.** A customer shall not remove from use, relocate, or substitute another device or assembly without the approval of the Manager.

**608.14.11 Cross-Connection Survey For New Service.** The Manager shall conduct a cross-connection survey of the customer's potable water system before providing service to prevent cross-connections between the customer's potable water system and contamination or pollution sources.

**608.14.12 Maintenance responsibility.** The customer is responsible for general maintenance and upkeep of backflow prevention assembly. An owner, tenant, and/or lessee are jointly and individually responsible for maintenance.

**608.14.13 Registered/Licensed Backflow Prevention Assembly Tester.**

**(a) Backflow prevention assembly testers shall be licensed by the State.**

**(b) In order to be qualified to test and repair backflow assemblies or devices within the City, licensed backflow prevention assembly testers shall register with the City prior to performing any such service. Such registration shall require that the tester provide written proof of current State certification. Such registration shall be updated upon renewal of state certification, or at any earlier time that there is any change in the registrant's license.**

**(c) Licensed and registered backflow prevention assembly testers are qualified to test and repair assemblies on any domestic, commercial, industrial, or irrigation service.**

(d) Licensed and registered backflow prevention assembly testers may test and repair assemblies on fire lines only if currently employed by a fire line contractor approved by the State Fire Marshal's Office.

**608.14.14 Proof of Equipment.**

(a) A licensed backflow prevention assembly tester shall furnish the following evidence to show that the tester has the necessary tools and equipment to properly test and certify backflow prevention assemblies:

(i) A tester shall provide the serial number of each test kit to the Manager; and

(ii) A tester shall:

A. Annually test each recorded test kit for accuracy;

B. Calibrate the test kit to a two percent accuracy factor; and

C. Maintain the test kit at a two percent accuracy factor.

(b) A tester shall perform competent and accurate certifications of backflow prevention assemblies tested and submit the reports to the Manager. Such reports shall include a copy of the tester's current license.

(c) A tester shall:

(i) register test gauges used by the tester; and

(ii) list the registered serial numbers of test gauges on tests and maintenance reports before submitting the reports to the Manager.

**608.14.15 Quality Control.** The Manager may take the following quality control measures relating to a licensed backflow prevention assembly tester:

(a) retest a certified backflow prevention assembly; and

(b) notify the tester who has certified a backflow prevention assembly of test discrepancies.

**608.14.16 Revocation.** The Manager may revoke a tester's registration for:

(a) failure to register the serial number or calibrate gauges annually;

(b) three testing or reporting discrepancies within a two-year period, beginning with the first discrepancy, including:

(i) false, incomplete, or inaccurate reporting of test completion or certification of a backflow prevention assembly;

(ii) use of inaccurate gauges;

(iii) incomplete backflow tests and maintenance reports.

**608.14.17 Design Changes.** A certified tester shall not change the design or operational characteristics of an assembly during repair or maintenance.

**608.14.18 Public Water Supply System Personnel.** The City employee who tests a backflow prevention system under this subsection shall be licensed by the State as a backflow prevention assembly tester.

**608.14.19 Enforcement.**

**608.14.19.1 Right of Entry.** A City employee may enter a customer's property or facilities to inspect a cross-connection, backflow prevention assembly, or piping. The right of entry is a condition of the City providing water service, directly or indirectly, to a customer's property or facilities, whether within or outside the City limits, and is a condition of connection to the public water system.

**608.14.19.2 Inspections Outside City Limits.** A City employee may inspect a customer's potable water system, piping, or the records required under this Chapter or the rules of a governmental entity with which the City has an interlocal agreement for wholesale water services. The right of entry extends to public streets, easements, and private property on which public or private potable water systems are located.

**608.14.20 Offenses.** A person commits an offense if:

(a) The person commits or assists in the commission of a violation of this subsection;

(b) The person is the owner, occupant, lessee, or manager of property or facilities that are the source of a violation of this subsection; or

(c) The person obstructs or delays the City's access to a customer's property or facilities.

**608.14.21 Penalties for Repeated Violations.** If a person is convicted of two or more distinct violations of this subsection within one calendar year, the Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of an authorized reconnection charge as adopted by City Council within the City's fee schedule, and any other costs incurred by the City in discontinuing service. In addition, written assurance shall be given to the Manager that no additional violations will occur. Compliance with this subsection may also be sought through injunctive relief in District Court and the City Attorney is hereby authorized to initiate such actions. These remedies are cumulative of all other remedies and a choice to proceed under this provision does not operate as an election of remedies.

**608.14.22 Search Warrant.** If a customer refuses to allow the City access to a building, structure, property, or a private potable system connected to the public water system in order to regulate water connections in strict conformance with this subsection, the Manager may seek a court-ordered search warrant.

**608.14.23 Notice of Violation.**

(a) The Manager may serve a written notice of violation on a person who has violated the conditions of registration as a certified tester, a plumbing permit, installation requirements of a backflow prevention assembly, or other requirement of this subsection.

(b) Notice of violation shall inform the person that within five (5) days of receipt, the person receiving the notice shall provide the Manager a written explanation of the violation and a plan that includes specific corrective actions.

(c) Submission of a proposed corrective plan does not relieve the person of criminal or civil liability for violations of this subsection.

**608.14.24 Nuisance.** Backflow entering or potentially threatening to enter the public water supply system is declared to be a nuisance and as such, the City, pursuant to authority granted by state law, shall regulate such activities within 5,000 feet beyond the City's limits.

**608.14.25 Civil Remedies.**

**608.14.25.1 Equitable Relief.** The City Attorney may enforce this subsection by injunction, declaratory relief, or any other action at law or in equity. The Attorney may initiate a suit against the owner, tenant, or lessee of property or facilities that are the source of a violation of this subsection, to recover a civil penalty for each violation not to exceed \$2,000. Each day that a violation continues constitutes a separate violation. A person who violates this subsection shall be liable to the City for expenses, loss, or damage incurred by the City.

**608.14.25.2 Termination of Service.** The Manager may terminate service in accordance with this subsection. The Manager may refuse or discontinue water service if a backflow prevention assembly is not installed, certified for operation, repaired or replaced as required by this subsection. The Manager may require submission of test and maintenance reports before the final release of water or wastewater inspections.

**608.14.26 Water Purveyor.**

(a) A water purveyor has primary responsibility to prevent water from unapproved sources, or other substances, from entering the public potable water supply. A water purveyor shall not install or maintain a water service connection to a customer's water supply system within the purveyor's jurisdiction if a health, contaminant, plumbing or pollution hazard exists, or will potentially exist, unless the purveyor protects the potable water supply with a backflow assembly.

(b) A water purveyor shall exercise reasonable care to ensure that the purveyor's customers have taken steps to protect the public potable water supply.

(c) A water purveyor shall determine the degree of hazard to the public potable water supply presented by the purveyor's customers.

(d) If, in the judgment of the Manager an actual or potential contamination hazard exists, the water purveyor shall require the purveyor's customer, at the customer's expense, to:

(i) Install an approved backflow prevention assembly;

(ii) To immediately test the assembly; and

(iii) Periodically test the assembly as required by this subsection and the IPC.

**608.14.27 Inspections.** The Manager may inspect or require an inspection of property or facilities, real property, or buildings connected to the public potable water system. An inspection shall include:

(a) A survey of the property or facilities, real property, or buildings for cross-connections;

(b) Inspection of existing backflow prevention assembly installation; and

(c) Annual testing and certification of assemblies by a certified backflow prevention assembly tester.

(8) 701.2 is amended by adding the following new subsections:

**701.2.1 Mandatory connection; general rule.** Unless an exception applies as specified below or the City has specifically authorized the use of on-site sewage facilities pursuant to a development agreement, whenever the public wastewater system is available within one-hundred feet (100.0') in horizontal distance from any property, as measured on the closest practicable route from the public wastewater system to the property line of the lot or property in question, that property and any improvements thereon shall be connected to and served by the public wastewater system. The cost of such connection shall be solely at the customer's expense.

**Exceptions:** Where such a property described above is using an on-site sewage facility (septic system), the property is not required to connect

to the public wastewater system where the on-site sewage facility meets all of the following conditions:

(a) the on-site sewage facility is licensed and is in full compliance with federal, state, and local laws;

(b) the on-site sewage facility does not create any nuisance conditions, which would include:

(i) sewage, human excreta, or other organic waste discharged or exposed in a manner that makes it a potential instrument or medium in the transmission of disease to or between persons;

(ii) an overflow from a septic tank or similar device, including surface discharge from or groundwater contamination by a component of an on-site sewage facility; or

(iii) a blatant discharge from an on-site sewage facility;

(c) is in need of substantial repairs, “substantial repairs” being defined as any repair that exceeds 25% of the current replacement cost of the on-site sewage facility; and/or

(d) there is not a change in the use of the property or an enlargement of that use.

**701.2.2 Remediation of private sewage facility.** When any property previously connected to a private sewage facility is connected to the public wastewater system, the private sewage facility shall be abandoned, plugged, and disconnected in accordance with applicable law.

**701.2.3 City’s right to connect property and recoup costs.** In the event that the required connection to the public wastewater system is not completed within 180 days of notification to the record owner of the property, in addition to any other rights, remedies, or penalties arising by virtue of the failure to connect, the City may plug and disconnect the private sewage facility on the property and may connect the property to the public wastewater system, including taking any and all actions necessary to complete every act required for such disconnection and connection, as provided for in this subsection.

**701.2.4 Required notice.** Prior to the City Manager taking the action permitted by 701.2.3, the record owner of the property shall be provided with a “Notice of Commencement,” which shall be addressed to the record owner of the property and sent by certified mail, return receipt requested, to the owner’s address as indicated on the tax records. Such notice shall be mailed at least thirty (30) days prior to commencement of the work and entry onto the property. If the City Manager has actual knowledge of an address for owner that is different from that listed in the tax records, notice by certified mail shall be sent to this address. A copy of such notice shall also be mailed or delivered to any tenant of the property. Evidence that notice was delivered or attempted to be delivered to the owner or tenant as directed above shall constitute proof that sufficient notice was given.

**701.2.5 Information contained within notice.** The notice required by 701.2.4 shall contain the following information:

- (a) The date and time that entry onto the property and commencement of the work will occur, and the estimated time it will take to complete the work;
- (b) A general description of the work to be done;
- (c) The address and legal description of the property on which the work is to be done;
- (d) An estimate of the costs and expense for completion of the work;
- (e) A statement that the work has been necessitated by the owner’s failure to comply with this subsection and that the owner shall be held liable for all costs of the work. The statement shall also provide that the owner shall pay the entire cost of the work within 120 days after receipt of a request for payment for these costs and failure of the owner to make payment as required will result in an assessment lien being filed against the property for such costs and expenses; and
- (f) A statement that the owner has thirty (30) days from the date of receipt of the notice to bring the property into compliance with this subsection and avoid incurring any of the costs associated therewith.

**701.2.6 Commencement of work.** If the owner fails to initiate the required disconnection and connection within thirty (30) days of receipt

of the notice, and/or fails to complete this work within ninety (90) days of such receipt, the City may enter the property and proceed to undertake the work described in the Notice.

**701.2.7 Payment request.** Upon completion of the work, the City shall send a request for payment to the owner, by certified mail, return receipt requested, to such address(es) as the original notice was sent, or to such other address that the City Manager has actual knowledge that the owner receives mail. This request for payment shall set forth the costs and expenses incurred by the City for the work done and shall state that a lien may be filed against the property if payment is not made in full within 120 days after the date the request for payment was mailed.

**701.2.8 Remedies in seeking repayment.** If payment is not made in full within 120 days after the date that request for payment was mailed, the City shall have all rights and remedies available to claimants under law to secure recovery of its costs and expenses, and shall be entitled to recover from the property owner all costs of work done, as well as costs incurred in the enforcement and foreclosure of such assessment lien, including attorney fees and costs of judicial foreclosure.

**701.2.9 Obligation for costs.** The costs and expenses payable under 701.2.8 shall be a personal obligation of the property owner(s) regardless of and independent of any lien claim and shall be the same as any obligation of such owner(s) for any service of the City, including without limitation water and/or wastewater charges and services.

**701.2.10 Right of entry.** The Manager may enter any building, structure, or premises at all reasonable times to make an inspection and/or to enforce the provisions of this subsection. When entering a building, structure, or premises for the purpose of making an inspection under this subsection, the Manager shall identify himself, present proper credentials, and request permission to enter and inspect. If the building, structure, or premises is unoccupied, he shall first make a reasonable effort to locate and obtain permission from the owner or person having charge of the premises. If entry is refused, or the owner or person in charge of the premises cannot be located after reasonable efforts, the Manager shall have recourse to every remedy provided by law to secure entry and accomplish inspection.

**701.2.11 Refusal of entry prohibited.** No person, owner, or occupant shall refuse to permit a reasonable request for entry for the purpose of

inspection or work to be completed under this Chapter. Violation of this provision shall be punishable under Section 1-7 of the City's Code of Ordinances.

**701.2.12 No appeal right.** Decisions made by the Manager under this subchapter are not subject to appeal.

(9) 702.2 is amended by adding the following new subsection:

**702.2.1.** The use of SDR 26 and SDR 35 for building drains or vents is prohibited.

(10) 702.3 is amended by adding the following new exception:

**Exception:** The use of SDR 35 and SDR 26 for building sewers shall be prohibited except for sizes of six inches (6") or larger.

(11) Section 708 is amended by adding the following new subsection:

**708.10.** An approved two-way cleanout shall be installed at the property line.

(12) 918.2 is amended by adding the following exception:

**Exception:** Where it is impractical to install a vent to the exterior as determined by the Code Official, an approved air admittance valve may be allowed to vent an island counter sink. All air admittance valves shall be listed, labeled, and shall comply with the requirements of ANSI/ASSE 1051 for the design, construction, and installation of air admittance valves. The air admittance valve shall be installed as high as possible and allow access for repair and/or replacement.

(13) 1003.1 is amended by adding the following new subsection:

**1003.1.1.** All grease traps and grease interceptors shall be installed, sized, and shall meet all applicable City requirements, including the City's regulations pertaining to grease traps. In the case of conflicting requirements between the City's regulations and the IPC, the strictest requirement shall apply. The discharge line from the grease traps and/or grease interceptors shall be provided with an approved sample well, which meets all of the requirements of the City's regulations and specifications pertaining to sample wells.

(c) Appendices. The following appendices of the IPC are adopted: B, C, D, and E.”

**SECTION FOUR.** Chapter 26 “Building Codes,” of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 26-122 in its entirety and replacing it with new language that is underlined (added) as follows:

**Sec. 26-122. - International Fuel Gas Code, 2018 Edition.**

(a) Adoption. The International Fuel Gas Code, 2018 Edition (“IFGC”), a publication of the International Code Council (I.C.C.), is adopted and designated as the Fuel Gas Code of the City of Kerrville, Texas, to the same extent as if such Code were copied verbatim in this Article, subject to deletions, additions, and amendments prescribed in this Article. A copy of the IPC is on file in the office of the City Secretary and within the Department of Development Services.

(b) Amendments. The IFGC is amended as follows:

(1) 106.6.1 is amended in its entirety to read as follows:

**106.6.1. Work commencing before permit issuance.** The City will apply an additional fee to any person who commences work requiring a permit prior to obtaining such permit. Such fee is in addition to the required permit fee(s). The City’s utilization of this remedy does not constitute an election of remedies for future incidents nor does such application constitute a waiver of the City’s right to utilize alternate legal remedies to address future incidents of work being commenced without a permit, including criminal prosecution under applicable provisions of the IFGC or other applicable laws.

(2) 109.1 is amended in its entirety to provide as follows:

**109.1 Application for appeal.** A person shall have the right to appeal a decision of the Code Official or the Fire Code Official to the Building Board of Adjustment and Appeals.

(3) 109.2 through 109.7 are deleted.

(4) Section 301 is amended by adding 301.16 to read as follows:

301.16 Electrical code. All references to the *ICC Electrical Code* within the IFGC shall instead refer to the applicable provisions of the Electrical Code currently adopted by the City.

(5) 307.2. is amended in its entirety to read as follows:

307.2. Fuel-burning appliances. Liquid combustion by-products of condensing appliances shall be collected and discharged to the exterior of the building, an adequately sized French drain, or the storm sewer. Condensate shall not be discharged into the sanitary sewer or to any plumbing fixture or drain which is connected directly or indirectly to the sanitary sewer. Condensate shall not be discharged onto a sidewalk, patio, street, alley, public way, or any other location which could create a hazard and/or nuisance. Condensate piping shall be of approved corrosion-resistant material and shall not be smaller than the drain connection on the appliance. Such piping shall maintain a minimum horizontal slope in the direction of discharge of not less than one-eighth (1/8) unit vertical in 12 units horizontal (1 % slope).

(6) Section 307 is amended by adding 307.7 to read as follows:

307.7 Condensate disposal. Condensate from all cooling coils and evaporators shall be conveyed from the drain pan outlet to the exterior of the building, an adequately sized French drain, or the storm sewer. Condensate shall not be discharged into the sanitary sewer or any plumbing fixture or drain which is connected directly or indirectly to the sanitary sewer. Condensate shall not be discharged onto a sidewalk, patio, street, alley, public way, or any other location which could create a hazard and/or nuisance.

(c) Appendices. The following appendices of the IFGC are adopted: NONE.”

**SECTION FIVE.** Chapter 26 “Building Codes,” of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 26-171 in its entirety and replacing it with new language that is underlined (added) as follows:

**Sec. 26-171. - International Mechanical Code, 2018 Edition.**

(a) Adoption. The *International Mechanical Code, 2018 Edition* (“IMC”), a publication of the International Code Council (I.C.C.), is adopted and designated as the Mechanical Code of the City of Kerrville, Texas, to the same extent as if such Code were copied verbatim in this Article, subject

to deletions, additions, and amendments prescribed in this Article. A copy of the IPC is on file in the office of the City Secretary and within the Department of Development Services.

(b) *Amendments.* The IMC is amended as follows:

(1) 106.5.1 is amended in its entirety to read as follows:

**106.5.1. Work Commencing Before Permit Issuance.** The City will apply an additional fee to any person who commences work requiring a permit prior to obtaining such permit. Such fee is in addition to the required permit fee(s). The City's utilization of this remedy does not constitute an election of remedies for future incidents nor does such application constitute a waiver of the City's right to utilize alternate legal remedies to address future incidents of work being commenced without a permit, including criminal prosecution under applicable provisions of the IMC or other applicable laws.

(2) 109.2 through 109.7 are deleted.

(3) 301.10 is amended in its entirety to read as follows:

**301.10. Listed and Labeled.** All references to the *ICC Electrical Code* within the IMC shall instead refer to the applicable provisions of the Electrical Code adopted by the City.

(4) Section 303 is amended by adding 303.10 to read as follows:

**303.10. Natural Draft and Forced Draft.** Equipment which utilizes a natural draft venting system shall not be installed in a room, enclosure, alcove, closet, or other space where a return air intake and/or equipment utilizing a forced draft venting system in close proximity thereto could prevent the natural draft system from functioning properly.

(5) 307.1 is amended in its entirety to read as follows:

**307.1. Fuel-Burning Appliances.** Liquid combustion by-products of condensing appliances shall be collected and discharged to the exterior of the building, an adequately sized French drain, the storm sewer. Condensate shall not be discharged into the sanitary sewer or to any plumbing fixture or drain which is connected directly or indirectly to the sanitary sewer. Condensate shall not be discharged onto a sidewalk.

patio, street, alley, public way, or any other location which could create a hazard and/or nuisance. Condensate piping shall be of approved corrosion-resistant material and shall not be smaller than the drain connection on the appliance. Such piping shall maintain a minimum horizontal slope in the direction of discharge of not less than one-eighth (1/8) unit vertical in 12 units horizontal (1% slope).

**Exception:** an air conditioning system that meets the following criteria may discharge the condensate generated by these unit(s) into the sanitary sewer:

1. eligible systems must be a secondary system operating with a climate controlled structure. The primary unit is not eligible for an exception;
2. each individual air handling unit shall not generate more than 0.75 gallons of condensate per day; and
3. total, combined condensate discharge from all of the eligible systems shall not exceed 15 gallons per day per lot or tract of land.

(6) 307.2.1 is amended in its entirety to read as follows:

**307.2.1. Condensate disposal.** Condensate from all cooling coils and evaporators shall be conveyed from the drain pan outlet to the exterior of the building, an adequately sized French drain, or the storm sewer. Condensate shall not be discharged into the sanitary sewer or any plumbing fixture or drain which is connected directly or indirectly to the sanitary sewer. Condensate shall not be discharged onto a sidewalk, patio, street, alley, public way, or any other location which could create a hazard and/or nuisance.

**Exception:** an air conditioning system that meets the following criteria may discharge the condensate generated by these unit(s) into the sanitary sewer:

1. eligible systems must be a secondary system operating with a climate controlled structure. The primary unit is not eligible for an exception;
2. each individual air handling unit shall not generate more than 0.75 gallons of condensate per day; and

3. total, combined condensate discharge from all of the eligible systems shall not exceed 15 gallons per day per lot or tract of land.

(7) Section 801 is amended by adding 801.4.1 to read as follows:

**801.4.1. Natural Draft and Forced Draft.** Equipment which utilizes a natural draft venting system shall not be installed in a room, enclosure, alcove, closet, or other space, where a return air intake and/or equipment utilizing a forced draft venting system in close proximity thereto could prevent the natural draft system from functioning properly.

(c) Appendices. The following appendices of the IMC are adopted: A.”

**SECTION SIX.** Chapter 26 “Building Codes,” of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 26-201 in its entirety and replacing it with new language that is underlined (added) as follows:

**Sec. 26-201. - International Energy Conservation Code, 2018 Edition.**

(a) Adoption. The International Energy Conservation Code, 2018 Edition (“IECC”), a publication of the International Code Council (I.C.C.), is adopted and designated as the Energy Code of the City of Kerrville, Texas, to the same extent as if such Code were copied verbatim in this Article, subject to deletions, additions, and amendments prescribed in this Article. A copy of the IPC is on file in the office of the City Secretary and within the Department of Development Services.

(b) Amendments. The IECC is amended as follows:

(1) Section C105 is amended by adding a new subsection to read as follows:

**C105.2.7 Energy efficiency inspections.** Inspections shall be made to determine compliance with 4(CE) of the IECC for all occupancies, as amended, and shall include, but not be limited to, inspections for: envelope insulation R- and U-values, fenestration U-value, duct system R-value, and HVAC and water-heating equipment efficiency. For detached one and two-family dwellings and multiple single-family dwellings (townhomes) as well as Group R-2, R-3 and R-4 buildings three stories or less in height above grade plane, an independent certified RESNET energy rater or an alternative approved by the code official using objective, verifiable testing criteria, shall test and inspect

the air barrier as per R402.4 Air leakage, of the IECC. The results must be submitted on a form approved by the code official. The form shall show that construction is in compliance with the IECC.

(2) Section C402.3 is amended in its entirety to read as follows:

**C402.3 Roof solar reflectance and thermal emittance.** Low-sloped roofs, with a slope less than or equal to 2 units vertical per 12 units horizontal, directly above cooled conditioned spaces in *Climate Zones 1, 2, and 3* shall comply with one or more of the options in Table C402.3. Roof surfaces with a slope greater than 2 units vertical per 12 units horizontal, directly above cooled conditioned spaces shall have a minimum reflectance of 0.35 or a minimum Solar Reflective Index of 29.

(3) C402.4.2 is amended by adding the following exception:

6. In warehouses protected by Early Suppression Fast Response (ESFR) fire sprinklers where vertical wall fenestration is provided with a minimum area.

(4) Section C404.6.1 is amended in its entirety to read as follows:

**C404.6.1 Circulation systems.** Heated water circulation systems shall be provided with a circulation pump. The system return pipe shall be a dedicated return pipe or a cold water supply pipe. Gravity and thermosyphon circulation systems are prohibited. Controls for circulating hot water system pumps shall comply with one of the following:

1. pump starts upon identification of a demand for hot water within the occupancy. The controls shall automatically turn off the pump when the water in the circulation loop is at the desired temperature and when there is no demand for hot water; or

2. include a timer clock switch operating pumps based on time of day/night. Controls shall also include a return water temperature sensor switch to pause the re-circulating pump whenever the return water is hot.

(5) Section C501.6 is amended in its entirety to read as follows:

**C501.6 Historic buildings.** No provisions of this code relating to the construction, repair, alteration, restoration and movement of structures, and change of occupancy shall be mandatory for historic buildings.

(6) Section R105.2 is amended in its entirety to read as follows:

**R105.2 Required inspections.** The code official or his or her designated agent, upon notification, shall make the inspections set forth in R105.2.1 through R105.2.5 and C105.2.1 through C105.2.7.

(7) R105.2 is amended by adding new subsections to read as follows:

**R105.2.6 Duct test for one- and two-family dwellings and townhomes.** All ducts for one- and two-family dwellings as well as townhomes, in unconditioned spaces, shall be duct tested prior to covering or concealment to disclose leaks and defects. Tests shall be made by an independent certified RESNET energy rater or an alternative approved by the code official using objective, verifiable testing criteria and results provided to the code official. Apparatus, material, and labor required for testing a mechanical system shall be furnished by the independent certified RESNET energy rater or code official approved alternate. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made to achieve compliance with this chapter. The work or installation shall then be re-submitted to the code official for inspection and testing. See *also* 403.3.3 of the IECC.

**R105.2.7 Energy efficiency inspections.** Inspections shall be made to determine compliance with 4(CE) of the IECC for all occupancies, as amended, and shall include, but not be limited to, inspections for: envelope insulation R- and U-values, fenestration U-value, duct system R-value, and HVAC and water-heating equipment efficiency. For detached one and two-family dwellings and multiple single-family dwellings (townhomes) as well as Group R-2, R-3 and R-4 buildings three stories or less in height above grade plane, an independent certified RESNET energy rater or an alternative approved by the code official using objective, verifiable testing criteria, shall test and inspect the air barrier as per R402.4 Air leakage, of the 2018 IECC. The results must be submitted on a form approved by the code official. The form shall show that construction is in compliance with the 2018 IECC.

(8) R402.4.1.1 is amended in its entirety to read as follows:

**R402.4.1.1 Installation.** The components of the building thermal envelope as listed in Table R402.4.1.1 shall be installed in accordance with the manufacturer's instructions and the criteria listed in Table R402.4.1.1, as applicable to the method of construction. An approved third party shall inspect all components and verify compliance. Insulation letters shall not be submitted to the code official prior to the inspection being performed and shall be submitted on a form approved by the code official.

(9) Section R402 is amended by adding a new subsection to read as follows:

**R402.6 Radiant Barrier.** In new dwellings, a roof radiant barrier with an emittance of 0.10 or less as tested in accordance with ASTM C-1371 or ASTM E-408 is required above conditioned spaces. The radiant barrier shall be installed according to the manufacturer's instructions.

**Exceptions:**

1. Roofs covered with materials that have a solar reflectance of 0.4 or greater.
2. Residential buildings with sealed attics such as foam type insulation or similar.
3. Residential buildings with all mechanical equipment and all ductwork located wholly within the conditioned space.

(10) R403.5.1.1 is amended in its entirety to read as follows:

**R403.5.1.1 Circulation systems.** Heated water circulation systems shall be provided with a circulation pump. The system return pipe shall be a dedicated return pipe or a cold water supply pipe. Gravity and thermo-syphon circulation systems shall be prohibited. Controls for circulating hot water system pumps shall comply with one of the following:

1. start the pump based on the identification of a demand for hot water within the occupancy. The controls shall automatically turn off the pump when the water in the circulation loop is at the desired temperature and when there is no demand for hot water; or
2. include a timer clock switch operating pumps based on time of day/night. Controls shall also include a return water temperature

sensor switch to pause the re-circulating pump whenever the return water is hot.

(11) R501.6 is amended in its entirety to read as follows:

**R501.6 Historic buildings.** No provisions of this code relating to the construction, repair, alteration, restoration and movement of structures, and change of occupancy shall be mandatory for historic buildings.”

**SECTION SEVEN.** Chapter 26 “Building Codes,” of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding Section 26-210 as indicated by the new language that is underlined (added) as follows:

**“Sec. 26-210. - International Swimming Pool and Spa Code, 2018 Edition.**

(a) Adoption. *The International Swimming Pool and Spa Code, 2018 Edition (“ISPSC”), a publication of the International Code Council (I.C.C.), is adopted and designated as the Pool and Spa Code of the City of Kerrville, Texas, to the same extent as if such Code were copied verbatim in this Article, subject to deletions, additions, and amendments prescribed in this Article. A copy of the ISPSC is on file in the office of the City Secretary and within the Department of Development Services.*

(b) Amendments. The ISPSC is amended as follows:

(1) Section 105 is amended by adding 105.1.1 to read as follows:

**105.1.1 Contractor’s license required.** Contractor’s license required. Any person who is required by the ISPSC to make application for a building permit shall first obtain a contractor’s license from the City. The City will issue a contractor’s license for a period not exceed one year, and all such licenses will expire on December 31 of each year. As a condition of obtaining such license, an applicant shall provide proof of a \$5,000 surety bond.

**Exceptions:** i) a homeowner seeking a building permit to make repairs or other alterations to his or her homestead is not required to obtain a contractor’s license prior to being issued a permit for work to be done on such dwelling, if the work is to be a) performed exclusively by the homeowner; and b) the dwelling is the homeowner’s primary residence; or ii) where a person is conducting or managing a single project within a one-year period; however, the person is required to

obtain a single-permit license from the City prior to being issued a permit for the project.

(2) 105.6.1 is amended in its entirety to read as follows:

**105.6.1 Work commencing before permit issuance.** The City will apply an additional fee to any person who commences work requiring a permit prior to obtaining such permit. Such fee is in addition to the required permit fee(s). The City's utilization of this remedy does not constitute an election of remedies for future incidents nor does such application constitute a waiver of the City's right to utilize alternate legal remedies to address future incidents of work being commenced without a permit, including criminal prosecution under applicable provisions of the ISPSC or other applicable laws.

(3) 105.6.3 is amended in its entirety to read as follows:

**105.6.3 Fee Refunds.** The building official is authorized to establish a refund policy.

(4) Section 108 is deleted.”

**SECTION EIGHT.** Future amendments, not including clarifications or technical notices of any type, of the Codes must be subsequently approved and adopted by City Council.

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

**SECTION TEN.** The penalty for violation of this Ordinance shall be in accordance with the penalty provision contained in Section 1-7 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense.

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

such inconsistency or conflict. This Ordinance is not intended to and does not replace the following laws of the City: Zoning Code, Subdivision Code, or Sign Code, as such codes exist or as may be amended.

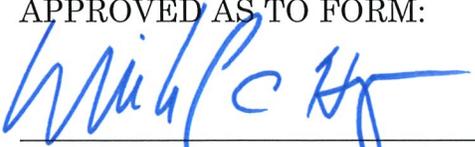
**SECTION TWELVE.** If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. The Council of the City of Kerrville, Texas hereby declares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

**SECTION THIRTEEN.** In accordance with Section 3.07 of the City Charter and Section 52.013(a) of the Texas Local Government Code, 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. The Ordinance shall then become effective in accordance with this Charter section.

**PASSED AND APPROVED ON FIRST READING, this the 12 day of JANUARY, A.D., 2021.**

**PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2021.**

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

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Michael C. Hayes, City Attorney

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

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2021-06**

**AN ORDINANCE AMENDING CHAPTER 50 “FIRE PREVENTION AND PROTECTION” OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, BY DELETING SECTIONS 50-2 AND 50-3; ADDING A NEW SECTION 50-5, TO ADOPT THE NATIONAL FIRE PREVENTION ASSOCIATION 101, LIFE SAFETY CODE, 2018 EDITION; DELETING SECTION 50-6 AND ADOPTING A NEW SECTION 50-6 TO ADOPT THE INTERNATIONAL FIRE CODE, 2018 EDITION; ADOPTING LOCAL AMENDMENTS TO SAID CODE; PROVIDING FOR A PENALTY FOR VIOLATION OF ANY PROVISION HEREOF; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ORDERING PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT**

**WHEREAS**, the City of Kerrville, Texas, is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, City Council finds that the regulations of the City governing the safeguarding of life and property from fire and explosion hazards within its corporate limits, and within its extraterritorial jurisdiction when authorized by law, should be updated to conform with modern fire protection methods and materials; and

**WHEREAS**, the Fire Chief and Fire Marshal for the City have reviewed 2018 edition of National Fire Protection Association 101, Life Safety Code (“NFPA 101”) and the International Fire Code, 2018 Edition (“IFC”) and have recommended that the City adopt the NFPA 101 and the IFC, both to include local amendments, as the regulations governing the safeguarding of life and property from fire and explosion hazards; and

**WHEREAS**, City Council finds it to be in the public interest to adopt the NFPA 101 and the IFC, along with local amendments, and in so doing, to amend Chapter 50 “Fire Prevention and Protection” of the City’s Code of Ordinances as provided below;

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

**SECTION ONE.** Chapter 50 “Fire Prevention and Protection,” of the Code of Ordinances of the City of Kerrville, Texas, is amended by deleting Sections 50-2 and 50-3.

**SECTION TWO.** Chapter 50 “Fire Prevention and Protection,” of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding a new Section 50-5 as indicated by the new language that is underlined (added) as follows:

**“Sec. 50-5. – National Fire Prevention Association 101, Life Safety Code, 2018 edition.**

(a) Adoption. The 2018 edition of the *NFPA Life Safety Code 101* (“NFPA 101”), as published by the National Fire Protection Association, is adopted and designated as the Life Safety Code of the City of Kerrville, Texas, to the same extent as if such Code were copied verbatim in this Article, subject to deletions, additions, and amendments prescribed in this Article. Copies of the NFPA 101 shall remain on file in the office of the City Secretary, within the Department of Development Services, and in the office of the Fire Marshal.

(b) References to Officials. Where the NFPA 101 references duties of certain officials named therein, the designated official of the City who has duties corresponding to those of the named official is deemed the responsible official.

(c) Annexes. The following annexes of the NFPA 101 are adopted: A, C, and D.

(d) Amendment. The NFPA 101 is amended by deleting section 24.3.5.1.”

**SECTION THREE.** Chapter 50 “Fire Prevention and Protection,” of the Code of Ordinances of the City of Kerrville, Texas, is amended by deleting Section 50-6 in its entirety and replacing it with new language that is underlined (added) as follows:

**“Sec. 50-6. – International Fire Code, 2018 Edition.**

(a) Adoption. The *International Fire Code, 2018 Edition* (“IFC”), a publication of the International Code Council (I.C.C.), is adopted and designated as the Fire Code of the City of Kerrville, Texas, to the same extent as if such Code were copied verbatim in this Section, subject to the amendments prescribed herein. A copy of the IFC shall remain on file in the office of

the City Secretary, within the Department of Development Services, and in the office of the Fire Marshal.

(b) Appendices. The following appendices of the IFC are adopted: B, C, D, E, F, G, I, and N.

(c) Amendments. The IFC is amended as follows:

(1) Section 101.1 is deleted and replaced with a new section to read as follows:

**101.1 Title.** These regulations will be known as the *Fire Code of the City of Kerrville, Texas*, hereinafter referred to as the “Code”.

(2) A new Section 101.6 is added to read as follows:

**101.6 Requirements of other agencies.** The City’s Code of Ordinances do not include all requirements for buildings and structures that may be imposed by other entities, including the state, county, and occupational licensing boards. It is the responsibility of a permit holder, design professional, contractor, or occupational license holder to determine whether any additional requirements exist.

(3) A new Section 104.3.2 is added to read as follows:

**104.3.2 Photographic Documentation.** In the course of his or her right to conduct an inspection on a property, the fire code official shall have the right and authority to take photographs or videos for the purpose of inspection and examination pursuant to this code.

(4) Section 105.4.1 is deleted and replaced with a new section to read as follows:

**105.4.1 Submittals.** Construction documents and supporting data shall be submitted in two or more sets, and at least once by portable document format (PDF) accepted on electronic/digital copy, with each application for a permit and in such form and detail as required by the fire code official. The construction documents shall be prepared by a registered design professional where required by law.

**Exception:** The fire code official is authorized to waive the submission of construction documents and supporting data not required to be prepared by a registered design professional if it is found that the

nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

(5) Section 105.6.14 is deleted and replaced with a new section to read as follows:

**105.6.14 Explosives.** The manufacture, storage, handling, sale, or use of any quantity of explosives, explosive materials, fireworks, or pyrotechnic special effects within the City is prohibited, unless authorized by a City-issued permit.

(6) Section 105.6.32 is deleted and replaced with a new section to read as follows:

**105.6.32 Open burning.**

(a) *Adoption of Texas Administrative Code Regarding Outdoor Burning.* The City hereby adopts the outdoor burning rules as outlined in the Texas Administrative Code, Title 30, Part I, Chapter 111, Subchapter B, as may be amended (“TAC”). If a conflict occurs between TAC and this section, the most stringent provision shall prevail.

(b) *Outdoor burning prohibited.* Outdoor burning of any kind is prohibited except where such burning is authorized pursuant to an exception as specified below or by a permit issued by the City. This prohibition includes the burning of household trash, furniture, electrical insulation, treated and untreated lumber, plastics, non-wood construction/demolition materials, heavy oils, asphaltic materials, chemical wastes, natural or synthetic rubbers, garbage of any form, or municipal solid waste, including grass, leaves, and branch trimmings.

(c) *Outdoor disposal or deposit of spontaneously ignitable material prohibited.* The outdoor disposal or disposition of organic materials, such as mulch, capable of igniting spontaneously, with the exception of solid fossil fuels, is prohibited.

(d) *Exceptions and Permits.* Outdoor burning may be authorized under the following exceptions or pursuant to a permit issued by the City:

(i) *Fire training - EXCEPTION.* Outdoor burning is authorized for training fire-fighting personnel. Facilities dedicated solely for fire-fighting training shall provide an annual written notification of intent as to such burning to the fire code official and the Texas Commission on Environmental Quality (“TCEQ”) or its successor.

and shall provide each with notice at least 24 hours in advance of any scheduled training session. No more than one such notification is required for multiple training sessions scheduled within any one-week period, provided the initial notice includes the specific dates and times of all sessions.

(ii) Outdoor fires for non-commercial food preparation - EXCEPTION. Outdoor fires are authorized for cooking, provided such fire is built and maintained in a pit that fully contains the fire, or a fireproof container such as a barbeque pit or chimenea made of brick, stone, metal, or other fireproof material in such a manner as to prevent any fire from escaping. Outdoor fires for non-commercial food preparation do not require a burn permit. This exception does not permit or authorize the burning of waste or other matters not being prepared for consumption.

(iii) Fires used for recreation and ceremony - PERMIT. The City may authorize outdoor burning for fires used solely for recreational or ceremonial purposes pursuant to the issuance of a City permit.

EXCEPTION: for one and two family dwellings, such a fire may be used for recreation or any other purely domestic purpose with a permit. However, such fire must be built within an appropriate fire-resistant container made of brick, stone, metal, or other fire-resistant material, and must include an appropriate screen and be set in such a manner as to prevent the fire from escaping. The fire-resistant container must not exceed three (3) feet in diameter and must be located a minimum of 25 feet from any structure or combustible materials. This exception does not apply to the burning of leaves, trash, construction waste, yard debris, or vegetation, which remains strictly prohibited. In addition, no such fire may occur where a burn ban is in effect.

(iv) Disposal fires - PERMIT. The City may authorize outdoor burning for the following purposes, such activities subject to a City-issued permit:

A. Diseased animal carcass burning where burning is the most effective means of controlling the spread of disease.

B. On-site burning of trees, brush, and other plant growth for right-of-way maintenance, land clearing operations, and maintenance along water ways when a practical alternative to burning does not exist for any such purpose and when the

materials are generated only from that property. Sensitive receptors, such as neighboring properties, persons, animals, must not be negatively affected by the burn. For a single project entailing multiple days of burning, an initial notice delineating the scope of the burn is sufficient if the scope does not constitute circumvention of any other provision provided herein and with the understanding that the fire code official may revoke such permit after issuance for reasons such as where conditions change or a violation occurs.

C. Crop residue burning for agricultural maintenance purposes when no practical alternative exists. Structures containing sensitive receptors must not be negatively affected by the burn.

D. Brush, trees, and other plant growth causing a detrimental public health and safety condition may be burned by a local government at a site it owns upon receiving approval from the fire code official. Such a burn may only be authorized where there is no practical alternative and, it may be done no more frequently than once every two months. Such burning is prohibited at the City's landfill.

(v) *Prescribed burn - PERMIT.* The City may authorize outdoor burning for prescribed burning for forest, range, and wildland/wildlife management purposes pursuant to the issuance of a City permit. Such burning is prohibited where the fire code official determines that the burning will have an adverse effect on any building or structure. In addition, the fire code official may revoke the authority to burn at any time if the burning causes nuisance conditions, is not conducted in accordance with the specified conditions, violates any provision of the permit, or causes a violation of any air quality standard.

(vi) *Hydrocarbon burning - PERMIT.* The City may authorize outdoor burning for hydrocarbon burning from pipeline breaks and oil spills only upon proper notification to the TCEQ or the appropriate state agency, and after the fire code official has determined that the burning is necessary to protect the public health, safety, and welfare. Sampling and monitoring may be required to determine and evaluate environmental impacts.

(vii) *Other necessary burning - PERMIT.* If not otherwise authorized by this section, outdoor burning may be authorized by the City if there is no practical alternative and if the burning will

not cause or contribute to a nuisance, traffic hazard, or violate any federal or state law. The fire code official may specify procedures or methods to control or abate emissions from outdoor burning as authorized. The fire code official may revoke the authority to burn at any time if the burning causes nuisance conditions, is not conducted in accordance with the specified conditions, violates any provision the permit, or causes a violation of any air quality law.

(e) *Revocation of permit or authority to burn.* The fire code official may revoke any person's or entity's right to conduct an outdoor burn and may pursue any legal recourse against the person or entity if the fire code official determines that federal or state law, this section, or a permit was violated.

(f) *Requirements and procedures for obtaining an outdoor burning permit.*

(i) The owner of the property upon which a burn is to occur must submit an application for a "Permit to Burn", as provided by City, to the fire code official (Fire Marshal).

(ii) The permit is effective for the specific time period indicated on the permit.

(iii) The permit is effective only if the burn is conducted in strict compliance with and under the conditions specified in the permit.

(iv) The applicant shall obtain final approval to burn from the fire code official immediately prior to the start of burning and at the beginning of each day upon which burning is to take place to ensure that weather conditions are and will remain conducive to the type of burning authorized by the permit.

(v) The fire code official may void a permit in any instance where he or she determines, in his or her sole discretion, that conditions have changed to the extent that the burn is no longer safe and possesses a risk to the public health, safety, and welfare.

(g) *Fee for permit.* The fees for all permits under this section are established by City Council.

(h) *General requirements for burning.* Outdoor burning which is otherwise authorized is also be subject to the following requirements,

though such requirements are not applicable to ceremonial or recreation fires:

(i) Burning is permitted only when wind direction and other meteorological conditions are such that smoke and other pollutants will not present a hazard to any public road, landing strip, navigable water, or have a negative effect on any building, structure, or sensitive receptor.

(ii) If at any time the burning causes or may tend to cause smoke to blow onto or across a public street, road, or highway, it is the responsibility of the person initiating the burn to post flag-persons on affected roads.

(iii) Fires shall be maintained at least 300 feet from any neighboring structure or sensitive receptors, unless prior written approval is obtained from the adjacent occupant with possessory control and such approval is submitted to the fire code official prior to the burn. "Sensitive receptors" means any natural or human-constructed feature which may be adversely affected by such activities.

(iv) Burning shall be conducted in compliance with the following meteorological and timing considerations:

A. The burning may not commence earlier than 9:00 a.m. Burning shall be completed on the same day not later than one hour before sunset and shall be monitored by a responsible party at all times during the active burn phase when the fire is progressing. In cases where residual fires and/or smoldering objects continue to emit smoke after this time, such areas shall be extinguished if the smoke from these areas has the potential to create a nuisance or traffic hazard condition. In no case shall the extent of the burn area be allowed to increase after this time.

B. In cases where fires will occur over more than one day pursuant to a permit, the permittee or designee shall contact the fire code official each day of continued burning prior to the fire being lit, to determine whether and under what conditions burning will be allowed on that day.

C. Burning shall not be commenced when surface wind speed is predicted to be less than 5 miles per hour or greater than 15 miles per hour during the burn period.

D. Burning shall not be conducted during periods of actual or predicted persistent low-level atmospheric temperature inversions where such weather conditions may adversely impact such activities.

E. The permittee or designee shall be present at all times when a burn is active. Such person shall have a water hose connected to a reliable water supply or have other appropriate fire extinguishing equipment, such as a bulldozer or water tankers, readily available for use.

F. In order to allow time for the extinguishments of a fire, no new material shall be added to the burning pile after 3:00 p.m.

G. Any residual fires and/or smoldering objects that continue to emit smoke shall be extinguished each day at the end of the burn.

H. Only brush and vegetation generated and gathered from the burn site area shall be permitted. There shall be no importation of brush or any other material from another property for the purpose of burning.

(i) *Responsibility for consequences of outdoor burning.* The authority to conduct outdoor burning under this section does not exempt or excuse any person responsible from the consequences, damages, or injuries resulting from the burning and does not exempt or excuse anyone from complying with all other applicable laws or ordinances, regulations and orders of governmental entities having jurisdiction, even though the burning is otherwise conducted in compliance with this section. Further, each permittee assumes liability and responsibility for damages to persons or property caused by burning.

(7) Section 105.6.37 is deleted.

(8) Section 105.7.21 is deleted and replaced with a new section to read as follows:

**105.7.21 Solar photovoltaic power systems.** A construction permit is required to install or modify solar photovoltaic power systems. Photovoltaic power systems shall be installed and maintained according to listed manufacturer instructions and the most current standards established by the International Electrotechnical Commission (IEC).

(9) Section 106.5 is deleted and replaced with a new section to read as follows:

**106.5 Refunds.** Once paid, the City will not refund any fee paid for a permit or another type of application.

(10) A new Section 108.3.1 is added to read as follows:

**108.3.1 Records of Hazardous Materials.** An owner, or designee, of a building or property that stores or uses hazardous materials shall maintain chemical documents (SDS) and building/site data, construction, maintenance, and modifications over the entire life of the building or property. The owner shall maintain a copy(s) of the documents at an off-site location. In addition, a secondary source of this information shall be made available in suitably designed hard copy or electronic format for use by emergency responders within a reasonable timeframe. The primary source of information shall be easily accessible by responders during emergencies.

(11) Sections 109.1 and 109.3 are deleted and Section 109.1 is replaced with a new section to read as follows:

**109.1 Appeals.** Appeals of orders, decisions, or determinations made by the fire code official in interpreting or applying the code shall be to the Building Board of Adjustments and Appeals (“Board”) for the City, with an appeal from this Board to City Council. The Board may obtain the assistance of persons who are qualified by experience and training on a particular subject under consideration. The Board may adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with duplicate copy delivered to the fire code official.

(12) Section 110.4 is deleted and replaced with a new section to read as follows:

**110.4 Violation penalties.** Any person, firm, or corporation violating any of the provisions or terms of this code shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine not to exceed TWO THOUSAND AND NO/100 (2,000.00) DOLLARS for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

(13) Section 202 is amended to add the following new definitions:

**FIRE HAZARD.** Any condition or act which increases or may cause an increase of the hazard or menace of fire to a greater degree than that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing, or extinguishing fires; or, which may obstruct, delay, hinder, or interfere with the operations of the fire department or the egress of occupants in the event of fire.

**FIRE LANE.** Any area appurtenant to entrances or exits of a building deemed necessary by the Fire Chief to remain free and clear of parked vehicles for access to such building in case of fire or other emergency and designated by him/her as such, and may include sidewalks, driveways, portions of parking lots, or any other area adjacent to or near building entrances or exits or any fire hydrant.

**FIRE WATCH.** Qualified individuals are defined as State Certified Fire Inspectors assigned to the City's Fire Prevention Division, or, if approved by the fire code official, Texas Certified Firefighters, Peace Officers, individuals employed by a private security firm, or other designated individuals whose sole duty when assigned a fire watch is to perform constant patrols of the premises and keep watch for signs of unwanted fire. A written attendance log must be maintained and personnel must have at least one approved means of notifying the fire department of fire or other emergencies.

**HIGH WINDS.** Sustained wind velocity of 15 mph or gusts of 25 mph.

**MOBILE FOOD UNIT.** A mobile food operation using any heat producing equipment to cook, fry, or warm products for consumption from a motorized vehicle, towable trailer, or watercraft.

(14) Section 307.1 is deleted and replaced with a new section to read as follows:

**307.1 General.** Except for domestic purposes to include cooking food or heating, open burning of any material, to include leaves, trash, yard debris, and any vegetation is prohibited.

**Exception:** When authorized and supervised by the fire department, open burning for ceremonial or training purposes, such as a flag retirement or live fire training by and for fire department personnel is allowed.

(15) Sections 307.2, 307.2.1, 307.4, 307.4.1, and 307.4.2 are deleted.

(16) A new Section 307.6 is added to read as follows:

**307.6 Sky lanterns.** Sky lanterns, also known as Chinese lanterns, sky candles, or fire balloons, and which are airborne lanterns constructed of combustible material and contain a candle or fuel cell that when lit, cause the device to go airborne and travel in the air are prohibited.

(17) A new Section 308.1.1.2 is added to read as follows:

**308.1.1.2 Commercial barbecues.** A permit shall be obtained from the fire code official to install or utilize a barbecue pit for commercial purposes.

(18) Section 308.1.4 is deleted and replaced with a new section to read as follows:

**308.1.4 Open-flame cooking devices.** Charcoal grills and other similar devices used for cooking may not be constructed, installed, stored, maintained, located, or used on combustible balconies, decks, or within 10 feet of combustible construction.

**Exception:** One- and two-family dwellings.

(19) A new Section 319.4.1.1 is added to read as follows:

**319.4.1.1 Fire protection for cooking equipment.** Mobile food units not equipped with a fire protection system as required under this code must meet a distance of not less than 50 feet from any structure.

(20) A new exception is added to Section 503.1.1 to read as follows:

**3.** For any one or two family dwelling that the fire code official determines is unable to meet the requirement of 503.1.1, the driveway shall have an unobstructed width of not less than 12 feet (6096 mm), except for approved security gates in accordance with Section 503.6 and an unobstructed vertical clearance of not less than 13 feet, 6 inches (4115 mm).

(21) A new Section 503.2.1.2 is added to read as follows:

**503.2.1.2 Mountable/Rollover curbs.** Mountable or rollover curbs are permitted when approved by the fire code official. Upon approval, such curbs must meet the City's public improvement specifications.

(22) Section 503.2.4 is deleted and replaced with a new section to read as follows:

**503.2.4 Turning radius.** The required turning radius of a fire apparatus access road shall be determined by the fire code official. The turning radii of a fire apparatus access roadway requires a minimum of 50 feet outside radius and a minimum of 25 feet clear distance to the inside radius on all turns.

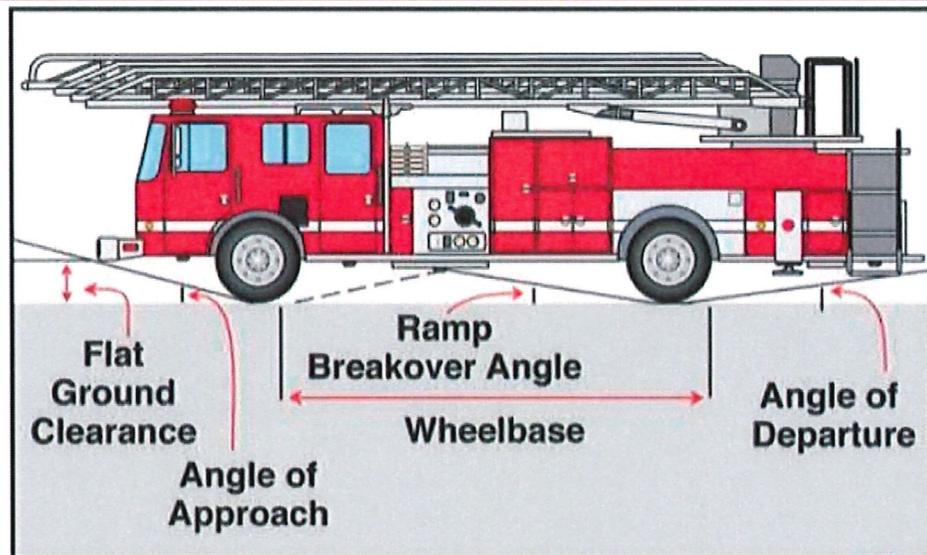
(23) Section 503.2.7 is deleted and replaced with a new section to read as follows:

**503.2.7 Grade.** The gradient for a fire apparatus access road may not exceed ten percent (10%).

(24) Section 503.2.8 is deleted and replaced with a new section to read as follows:

**503.2.8 Angles of approach and departure.** An angle of approach and an angle of departure must be designed so that at least 8 degrees is maintained at the front and the rear of the fire department's apparatus when loaded to the estimated in-service weight.

## Points of Potential Contact of Aerial Apparatus



Aerial Apparatus Driver/Operator  
5-23



(25) Section 503.3 is deleted and replaced with a new section to read as follows:

**503.3 Marking.** Where the fire code official requires approved signs or other approved notices, such signs shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Signs or notices shall be maintained in a clean and legible condition at all times and replaced or repaired when necessary to provide adequate visibility. Whenever any provision regarding the regulation of fire lanes contained in the code is in conflict with the provisions of this section, the provisions of this section will apply. The owner of a building or property for which fire lanes have been approved or required by the fire code official shall mark and maintain said fire lanes as follows.

(a) Fire lanes may not be located immediately adjacent to a structure if other possible locations exist that are not immediately adjacent but close enough to give sufficient access to at least three sides of the structure. The minimum corner radius on the turns must be 25 feet on the inside and 50 feet on the outside.

(b) All curbs and curb ends must be painted red with white lettering 4 inches high and at least one half-inch (1/2") stroke, stating "NO PARKING – FIRE LANE." Wording may not be spaced more than 25 feet apart. Fire lanes must be marked on both sides of access roads so as to assure a minimum of 20-26 foot clear width in the middle of said access roads.

(c) In areas where fire lanes are required but no continuous curb is available, one of the following methods must be used, in conjunction with curb markings where possible, to indicate that the fire lane is continuous:

(i) Signs may be not less than twelve inches (12") wide by eighteen inches (18") tall. Signs must read "NO PARKING-FIRE LANE" and have a white, reflective background with red lettering not less than two inches (2") tall and with three-eighths inch (3/8") stroke. Signs must be installed conspicuously along the edge of the fire lane, spaced no greater than 25 feet apart, alternating on either side of the road, and their height must equal 6 feet to the bottom of the sign.

(ii) From the point the fire lane begins to the point the fire lane ends, including behind all parking spaces which adjoin a fire lane, there must be painted one continuous red stripe having a minimum

width of at least six inches (6"). Fire lanes must be stenciled every 25 feet apart "NO PARKING FIRE LANE" with white lettering four inches (4") high and at least one half-inch (1/2") stroke. Fire lanes must be so marked on both sides of the lane.

(26) A new Section 503.3.1 is added to read as follows:

**503.3.1 Maintenance of markings.** The owner of a building or property on which a fire apparatus access roadway or fire lane is required shall be solely responsible for the maintenance of such roadways or fire lanes and all required signs. No such person(s) shall abandon, close, or alter the fire apparatus roadway or any part thereof without permission of the fire chief. The owner shall be responsible for ensuring that the fire apparatus roadways are clear at all times.

(27) Section 503.6 is deleted and replaced with a new section to read as follows:

**503.6 Security Gates.** The installation of a security gate across a fire apparatus access road must first be approved by the fire chief. Where a security gate is authorized, such gate must include a siren operated sensor and/or manual access controls (KNOX Gate opener). The siren operated sensor must open the gate when approached by a fire emergency apparatus. Manual access controls must open the gate during non-emergency responses and serve as a backup in the event that the siren operated sensor fails to operate. The owner is responsible for maintaining the access controls and the siren operated sensor system at all times so that the gate remains accessible for emergency access. Electric gate operators, where provided, must be listed in accordance with UL 325. Gates intended for automatic operation must be designed, constructed and installed to comply with the requirements of ASTM F 2200.

(28) Section 506 is deleted and replaced with a new section to read as follows:

**506.1 Key boxes required.** The following structures and properties must be equipped with a key lock security system box at or near their main entrance or at such other location and/or specification as the fire code official may require:

(a) Structures that are either equipped with, or required to be equipped with, fire sprinkler systems or fire systems or fire detection alarm systems that report to an alarm monitoring center;

(b) Multi-family residential structures that have restricted access through locked doors or gates and that have a common area or corridor for access to the living units;

(c) Buildings that contain 6 or more occupancies within the same structure that have restricted common entryways and exit ways into the common area of the building.

(d) Properties having mechanical gates that control vehicular and pedestrian access to commercial property or to private streets in subdivisions, apartment complexes, condominiums, or other residential developments which contain more than two residential units; or

(e) Commercial properties with parking garages or secured parking and storage unit areas that will restrict access for emergency services.

**Exception:** Single family residential dwellings

**506.2 New construction.** All newly constructed structures subject to this section must have the key lock box installed and operational prior to the issuance of an occupancy permit. Any existing structure subject to the key lock box requirement that does not have a key lock box installed and operational must have the same installed as soon as practicable, but in no event later than 30 days after the effective date of these regulations.

**506.3 Type of key lock box required.** The fire code official shall designate the type of key lock box system to be implemented within the City and shall have the authority to require owners of all structures and/or properties to use the designated system.

**506.4 Access to buildings.** The owner of a structure and/or property required to have a key lock box shall at all times keep the required keys in the lock box that will allow for access to the structure or property. Required keys must not include keys to individual living units.

(29) Section 507.3 is deleted and replaced with a new section to read as follows:

**507.3 Fire flow.** The approved method to determine the required fire-flow for buildings or portions of buildings and facilities must comply with Appendix B of this code.

(30) Section 901.4.6 is deleted and replaced with a new section to read as follows:

901.4.6 Pump and riser room size. The main fire sprinkler valve assembly and riser area must be installed inside the building. The fire chief may require a door that provides direct access from the exterior wall into the room containing fire sprinkler controls. The main fire sprinkler valve assembly and riser area must be installed in accordance with NFPA 13 and must be equipped with a listed double horizontal or vertical backflow prevention device(s) sized to match the riser piping. Clearance around the fire riser and other equipment may not be less than 36 inches. This room must be designed and used for fire protection and fire detection equipment only. Fire pump and automatic sprinkler system riser rooms must be provided with a door(s) and an unobstructed passageway large enough to allow removal of the largest piece of equipment.

(31) A new Section 901.4.6.5 is added to read as follows:

901.4.6.5 Exterior identification of main fire sprinkler valve assembly and riser area. Where an exterior access door is required by the fire chief, a weatherproof horn and strobe unit must be installed on the exterior wall outside of the main fire sprinkler valve assembly and riser area. The horn and strobe unit must be installed according to the requirements for a water-flow notification appliance referenced in NFPA 13 and interconnected to actuate concurrently with the water-flow alarm-initiating device of the system, but its placement is in addition to the minimum requirements for water-flow alarm, unless otherwise approved by the fire chief.

(32) Section 901.5 is deleted and replaced with a new section to read as follows:

901.5 Installation Acceptance Testing. Fire detection and alarm systems, fire-extinguishing systems, fire hydrant systems, fire standpipe systems, fire pump systems, private fire service mains, and all other fire protection systems and appurtenances thereto must be subject to acceptance tests as contained in the installation standards and as approved by the fire code official. The fire code official must be notified before any required acceptance testing. The fire code official shall witness all required acceptance tests for all these systems.

(33) A new Section 903.3.1.4 is added to read as follows:

903.3.1.4 NFPA 13D sprinkler system. If by definition, a one- and two-family dwelling is defined as an R1 occupancy, a 13D dedicated

system, at a minimum, is required to be installed. A 13D multi-purpose system is not allowed under this application.

(34) Section 906.1 is amended by deleting the exceptions.

(35) A new Section 912.2.1.1 is added to read as follows:

**912.2.1.1 Remote Fire Department Connections.** Remote fire department connections (“FDC(s)”) must be located at a distance of 1½ times the building or structure height or at least 40 feet away from the building, whichever is greater; and in a remote location approved by the fire code official. FDCs must be located within 75 feet of a fire hydrant and 25 feet of a fire lane; a minimum of two (2) feet above finished grade and a maximum of four (4) feet above finished grade for standard inlets; and a minimum of 30 inches at lowest point above finished grade and maximum of four (4) feet above finished grade for the five inch (5”) inlet. The approval of the fire code official is required as to the location of any freestanding FDCs.

(36) A new Section 912.5.1 is added to read as follows:

**912.5.1 Signs.** All signs utilized for the following must be as listed below for FDC and Dry Stand Pipe Only and comply with the following:

(a) constructed from a 15 inches high by 18 inches wide metal substrate no thinner than .063”;

(b) have rounded corners;

(c) background color must be “Fire Engine Red” non-reflective; and

(d) white reflective letters must be used as follows:

(i) letters must be a font comparable to “Folio medium” or “Helvetica medium”;

(ii) first line must be six inch (6”) high letters with three inch (3”) spacing between letters;

(iii) second and third lines shall be two inch (2”) high letters with one-half inch (½”) spacing between letters;

(iv) must be a one inch (1”) margin completely around sign and one inch (1”) spacing between lines of text;

(v) must be two inch (2") spacing between complete words;

(vi) second line must have the building address numbers; and

(vii) where applicable, the third line shall have the building number (alpha or numeric as assigned by Kerr County 911) if the FDC system supplies the fire sprinkler system to only one building in a multi-building complex or the individual lease space number where the FDC only supplies a sprinkler system to an individual lease space.

(e) The sign must be permanently attached to a wall directly above a wall mounted FDC on existing buildings and subject to the following:

(i) where sign is attached to an existing building, it must be 72 inches from the ground to the bottom of sign, unless otherwise approved by the fire code official; and

(ii) where the sign is to be mounted to a remote FDC, it must be mounted on a galvanized steel pipe, such as a chain link fence post. The post must be mounted behind the FDC within 1 to 1½ feet from the FDC or an area approved by the fire code official. The post must be set in concrete below ground. The sign must be mounted to the post four to six inches (4-6") above the FDC. The sign must be mounted to the post using stainless one-way screws or stainless bolts using a stainless locking nut. The post must be cut to four inches (4") above the sign and a cap placed on top of the post.

(37) A new Section 912.6.1 is added to read as follows:

**912.6.1 Backflow Prevention.** When distance from City tap to riser is greater than 100 feet, the backflow prevention must be placed at the tap in a vault. Where such distance is less than 100 feet, the backflow prevention may be placed on the riser.

(38) A new Section 1003.8 is added to read as follows:

**1003.8 Special Provisions.** Rooms in E occupancies used for kindergarten or daycare with children age 5 or under may not be located above or below the first story.

(39) A new Section 1010.1.10.3 is added to read as follows:

1010.1.10.3 Exit hardware. Panic and fire exit hardware is required on all exit doors with the exception the main/front door in all commercial occupancies. Regardless if additional exit doors are required by this code or placed at the request of owner or occupant, additional exit doors must also have panic and fire exit hardware with self-closures installed.

(40) A new Section 2301.7 is added to read as follows:

2301.7 Responsibility for cleanup. A person responsible for any unauthorized discharge shall institute and complete all actions necessary to remedy the effects of such unauthorized discharge, whether sudden or gradual. When the fire code official deems necessary to minimize damage or to protect public health, safety or welfare, the City may initiate cleanup. Costs associated with such cleanup must be borne by the person responsible for the unauthorized discharge. Costs incurred by the City for the cleanup must be reimbursed to the City within 10 days after written demand.

(41) A new Section 2303.2.2 is added to read as follows:

2303.2.2 Additional emergency disconnect for attended self-service. Attended facilities must have an additional emergency disconnect switch located inside the building for attendant use at a location approved by the fire code official.

(42) A new Section 2304.3.8 is added to read as follows:

2304.3.8 Additional fire protection devices. Additional fire protection must be provided where required by the fire code official. Additional fire protection considerations may include such items as fixed suppression systems, automatic fire detection, manual fire alarm stations, and/or transmission of alarms to offsite locations.

(43) A new Section 5607.16 is added to read as follows:

**5607.16 Blasting permits.**

(a) General requirements for blasting permits. An operational permit is required from the City prior to the commencement of blasting operations. The fire code official shall deny issuing the permit when in his or her opinion a substantial danger exists to life, health, or property in the immediate area exposed to the blasting for which a permit is being requested. Should no such condition exist, the fire code official shall seek the review and approval of City departments

which may be affected by such activities. When in the opinion of the fire code official such departments have a valid objection to the issuance of a permit, no permit may be approved until such objection has been resolved to the satisfaction of the fire code official.

(b) Insurance requirements. Any applicant for a blasting permit shall meet the following insurance requirements:

WORKERS' COMPENSATION - as required by law

COMPREHENSIVE GENERAL LIABILITY -

\$1,000,000.00 per occurrence

\$2,000,000.00 annual aggregate

AUTOMOBILE LIABILITY -

\$10,000.00 each occurrence

\$250,000.00 medical

Each insurance policy must name the City as an additional insured on the certificate of insurance. The policies must include a waiver of subrogation in favor of the City. The certificate of insurance must provide that the City will be provided at least 30 days prior written notice of cancellation or modification of coverage.

(c) General requirements for blasting permit. A blaster shall:

(i) be at least 21 years of age;

(ii) have general knowledge of federal, state, and local laws and regulations pertaining to explosive materials; and

(iii) Have no record of criminal charges or convictions relating to blasting activities from a federal, state, county, or municipal court.

(d) Blast monitor required. A blast monitor, such as a seismic blast recording machine, and a monitoring technician not employed by a blasting operator is required during all blasting operations. Monitoring technicians must be trained in the proper placement of monitor sensors and proper function of the instrument to be used. All monitoring reports must carry the seal of a State of Texas Professional Engineer and must be retained by the permit holder. These reports must be made available to the City upon request.

EXCEPTION: When, in the opinion of the City Engineer, the damage to structures or buildings due to blasting operations is unlikely, (a) the requirements for the need for a monitor may be waived; or, (b) the fire code official may allow a trained blasting operator, rather than an independent technician, to operate the monitor and maintain the required records.

(e) Wire specifications. Blasting trunk wire of 18 gauge minimum must be used while conducting blasting operations.

(f) Blasting machine specification. Approved blasting machines must be used. All other equipment is prohibited.

(g) Detonating cord use. A detonating cord may be used only when approved by the blasting permit. Unauthorized use of detonating cord will result in the revocation of the blasting permit and is unlawful.

(h) Additional conditions. The fire code official or City Engineer may establish or require other conditions for approval of a permit application if those conditions are necessary, in the judgment of the fire code official or City Engineer, to adequately protect public health, safety, and welfare. Such conditions may include: reduction of allowable particle velocities; additional monitoring requirements; modifications to permissible hours of operation; changes in type and amount of explosives used; and requirement that blasting plans be approved by a professional engineer.

(44) A new Section 5608.1.1 is added to read as follows:

**5608.1.1 Prohibition of sale or shooting of fireworks inside city limits; exception.** It is unlawful for any person to possess, sell, use, shoot, discharge, explode, ignite, or display any fireworks within the City, except as provided in this section. A public fireworks displays is permissible provided that all state and local laws are met and a permit is issued by the City. The applicant shall meet the insurance requirements specified below as a prerequisite to obtaining a permit. Insurance requirements for a public fireworks display must include commercial general liability insurance. All insurance must name the City as an additional insured and the insurance certificates must provide that the City is provided 30 days prior written notice of cancellation or modification of coverage. Insurance must include a waiver of subrogation in favor of the City. The insurance provided by the supplier and/or operator also must name the sponsor as an

additional insured. Any applicant for a fireworks display permit must meet the following insurance requirements:

AGGREGATE –

\$3,000,000.00 combined single limit.

Bodily injury/property damage per occurrence \$1,000,000.00 combined single limit.

Personal injury \$500,000.00

Medical \$5,000.00

No such permit will be granted to any applicant more than twice during any calendar year. A fireworks display must be concluded not later than 10:00 p.m. on the date specified.

As used in this Section, the term “fireworks” is given its usual and ordinary meaning and includes the following: firecrackers, Roman candles, sparklers, torpedoes, buzz bombs, skyrockets, atomic wings, aerial flash salutes, and trailblazers.

(45) Section 5704.2.9.6.1 is amended to add the following Zoning Districts as to where such storage tanks are prohibited: RE, R-1, R-1A, R-2, R-3, RM, RT, C-1, DAC, and MU.

(46) A new Section B105.4 is added to read as follows:

**B105.4 Fire Flow Testing.** Where a fire flow test(s) is required, a person must submit an application and the applicable fee to the City for the City to perform such test. The City shall conduct the test by utilizing a modeling system. If for any reason a live fire flow is requested or a person seeks an alternative method for testing, the City Engineer must approve.

(47) The following notes under Table C102.1 are deleted: f and g.

(48) A new Section C103.4 is added to read as follows:

**C103.4 Additional Distribution.** A fire hydrant must be located not more than 75 feet from an unobstructed and approved route to a fire department connection (FDC) located at ground level. The FDC may be installed in an approved remote location and within 75 feet to a fire hydrant. This distance and route is as approved by the fire code official.

(49) A new Section C103.5 is added to read as follows:

**C103.5 Hydrant location in relation to a building or structure.** A fire hydrant must be located remotely 1.5 times the building height or 40 feet from the building or structure, whichever is greater. This distance and route is as approved by the fire code official.

(50) Figure D103.1 is amended to add the following:

**Dead-End Fire Apparatus Access Road Turnaround.** Any street 150 feet long or longer must have a hammerhead or cul-de-sac at its end, which dimensions must be no smaller than the dimensions set out in Figure D103.1. Dead-end turnarounds are only permitted as one of the following: an Acceptable Alternative 120 foot Hammerhead, a round cul-de-sac with a 100 foot diameter, or a 150 foot hammerhead.

**NOTE:** See IFC Appendix D, Figure D103.1, diagram No. 4 amended from 60 foot distance from edge of hammerhead to middle of intersection, to 75 foot distance from edge of hammerhead to middle of intersection.”

**SECTION FOUR.** Chapter 50 “Fire Prevention and Protection,” of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding a new Section 50-7 as indicated by the new language that is underlined (added) as follows:

**“Sec. 50-7. - Conflict with Federal and State law; and/or between NFPA 101 and IFC.**

- (a) This article shall be construed and applied under and in accordance with the Constitution and laws of the United States and the State of Texas (“Federal and State law”). For the purpose of this section, Federal and State law include administrative agency interpretative rules required or allowed to be adopted pursuant to law. In the event of a conflict between the NFPA Life Safety 101, 2018 Edition, and the International Fire Code, 2018 Edition and applicable Federal or State law, Federal or State law shall control and the City Code shall be interpreted and applied accordingly.
- (b) In the event a conflict occurs between the NFPA Life Safety 101, 2018 Edition, and the International Fire Code, 2018 Edition, the IFC shall control.”

**SECTION FIVE.** Future amendments, not including clarifications or technical notices of any type, of the IFC must be subsequently approved and adopted by City Council.

**SECTION SIX.** The City Secretary is authorized and directed to submit this amendment to the publisher of the City's Code of Ordinances and the publisher is authorized to amend said Code to reflect the amendment adopted herein and to correct typographical errors and to index, format, and number and letter paragraphs to the existing Code as appropriate, to include renumbering Chapter 50 to start with Section 50-1.

**SECTION SEVEN.** The penalty for violation of this Ordinance shall be in accordance with the penalty provision contained in Section 1-7 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense.

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

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

**SECTION TEN.** In accordance with Section 3.07 of the City Charter and Section 52.013(a) of the Texas Local Government Code, 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. The Ordinance shall then become effective in accordance with this Charter section.

**PASSED AND APPROVED ON FIRST READING, this the 12  
day of JANUARY, A.D., 2021.**

**PASSED AND APPROVED ON SECOND AND FINAL READING,  
this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2021.**

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

APPROVED AS TO FORM:



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

ATTEST:

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



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

**SUBJECT:** Resolution No. 08-2021. A Resolution amending the City of Kerrville Fee Schedule by adopting a fee to be charged with respect to an application for a fence permit.

**AGENDA DATE OF:** January 26, 2021      **DATE SUBMITTED:** Jan 19, 2021

**SUBMITTED BY:** Amy Dozier

**EXHIBITS:** [20210126\\_Resolution 08-2021 Amending Fee Schedule - Fence Permit.pdf](#)

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

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

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

**SUMMARY STATEMENT:**

Ordinance No. 2021-04 was created to amend the City's building codes by bringing them from the 2006 to the 2018 version of the International Code Council recommendations. Part of the change includes the addition of Section 26-38 to the Code of Ordinances. The new section pertains to fences. The regulations related to fences vary based on fence height and location.

After careful consideration, Development Services has decided that the best way to clearly and equitably enforce the new ordinance is by issuing a permit. Issuing a permit will

include a plan review and at least one inspection by City staff. Accordingly, staff recommends charging a fee for this service. The fee was set by estimating staff time and expense. In addition, staff reviewed the fee for reasonableness by comparing it to existing Building Services fees requiring a similar level of staff effort. The recommended fee is \$125 per permit.

**RECOMMENDED ACTION:**

Approve Resolution No. 08-2021.

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 08-2021**

**A RESOLUTION AMENDING THE CITY OF KERRVILLE FEE  
SCHEDULE BY ADOPTING A FEE TO BE CHARGED WITH  
RESPECT TO AN APPLICATION FOR A FENCE PERMIT**

**WHEREAS**, the City Council of the City of Kerrville adopted a Fee Schedule by Resolution No. 91-138 on September 24, 1991, and has amended said document on a number of occasions; and

**WHEREAS**, as part of the City's amendments to Chapter 26 "Building and Building Regulations" of the City's Code of Ordinances, which in part, adopted new building codes, the Development Services Department recommends amending the City's Fee Schedule to adopt a fee to be charged with respect to an application for a permit to construct a fence in certain situations; and

**WHEREAS**, processing and issuing the permit requires time and resources by City staff to review the application and to conduct inspections and City staff has studied the time and resources necessary and believes that the recommended fee bears a reasonable relationship to the City's cost of providing this service; and

**WHEREAS**, City Council has determined it is in the public interest of the citizens of Kerrville to adopt the fee as provided herein;

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

City Council amends the Fee Schedule of the City of Kerrville, Texas, as set forth in **Exhibit A**, and attached and incorporated herein by reference, such changes to be effective immediately.

**PASSED AND APPROVED ON this the \_\_\_\_ day of \_\_\_\_\_ A.D.,  
2021.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

Exhibit A

City of Kerrville  
Fee Schedule Change Effective on January 26, 2021

The following fee will be ADDED to the existing fee schedule in the Development Services Department section of the fee schedule:

Fence Permit: \$125



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

**SUBJECT:** Development and Management Agreement between the City of Kerrville and the Heart of the Hills Heritage Center and the Concept Plan and Budget for the project.

**AGENDA DATE OF:** January 26, 2021      **DATE SUBMITTED:** Dec 15, 2020

**SUBMITTED BY:** Kim Meisner

**EXHIBITS:** [20210126\\_Agreement\\_AC Schreiner House - Development and Management agreement.pdf](#)  
[20210126\\_Presentation\\_HHHC Dev Mgmt Agreement Deal Points.pdf](#)  
[20210126\\_Presentation\\_HHHC Concept Plan and Budget.pdf](#)

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<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
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**PAYMENT TO BE MADE TO:**

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	D - Downtown Revitalization
<b>Guiding Principle</b>	D1. Create a “living room” for the community and a “front door” for visitors—a full-service destination that attracts anchor uses and increased residential and mixed-use development.
<b>Action Item</b>	D1.6 - Support new anchors in the Downtown, such as the A. C. Schreiner Mansion or the Arcadia, to increase public and visitor traffic

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**SUMMARY STATEMENT:**

The City of Kerrville and Heart of the Hills Heritage Center (HHHC) desire to redevelop, renovate, and otherwise improve the building located at 529 Water Street, known as the A.C. Schreiner House (the “House”) owned by City; to provide for the financing of such activities; and to provide for the lease to and the furnishing, management, maintenance, and operation of the House by HHHC upon completion of the work, for the mutual benefit of the parties hereto and the public; and

In consideration for City making improvements to the House and authorizing HHHC's use thereof, HHHC will occupy, use, and manage the House as a museum and public venue that reflects and displays the culture and heritage of Kerr County and the surrounding Texas Hill Country; and

The City and HHHC agree that this Agreement will be of mutual benefit for the public by allowing HHHC to use City property for the education, recreational, and entertainment of citizens and visitors and that the rent and other terms and conditions of this Agreement reflect a fair value to City and HHHC for the use of the House considering the investment and management by HHHC.

The purpose of this Agreement is to set forth the terms and conditions by which City shall (1) design, remodel, renovate, and develop the House into a public venue, conducive to exhibiting displays and programs that reflect the culture and heritage of Kerr County and the Texas Hill Country consisting of a quality museum; and (2) HHHC shall lease, furnish, manage, maintain, and operate the House. The Parties intend that the House is utilized as a multi-cultural, educational, recreational, and entertainment venue for the benefit of the public.

SLS Partnership has prepared a concept plan and budget for the City of Kerrville of the Heart of the Hills Heritage Center on the Campus of the Butt-Holdsworth Memorial Library. We believe this concept plan to be the best use of the building and the grounds.

**RECOMMENDED ACTION:**

(1) Authorize the City Manager to execute a Development and Management Agreement between the City of Kerrville and the Heart of the Hills Heritage Center and (2) approve the Concept Plan and Budget for the project.

**A.C. SCHREINER HOUSE  
DEVELOPMENT AND MANAGEMENT AGREEMENT**

**THIS A.C. SCHREINER HOUSE DEVELOPMENT AND MANAGEMENT AGREEMENT** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between the **CITY OF KERRVILLE**, a Texas home rule municipal corporation of Kerr County, Texas (“City”); and **HEART OF THE HILLS HERITAGE CENTER, INC.**, a Texas nonprofit corporation (“HHHC”).

**WHEREAS**, City and HHHC desire to redevelop, renovate, and otherwise improve the building located at 529 Water Street, known as the A.C. Schreiner House (the “House”) owned by City; to provide for the financing of such activities; and to provide for the lease to and the furnishing, management, maintenance, and operation of the House by HHHC upon completion of the work, for the mutual benefit of the Parties hereto and the public; and

**WHEREAS**, in consideration for City making improvements to the House and authorizing HHHC’s use thereof, HHHC will occupy, use, and manage the House as a museum and public venue that reflects and displays the culture and heritage of Kerr County and the surrounding Texas Hill Country; and

**WHEREAS**, City and HHHC agree that this Agreement will be of mutual benefit for the public by allowing HHHC to use City property for the education, recreation, and entertainment of citizens and visitors and that the rent and other terms and conditions of this Agreement reflect a fair value to City and HHHC for the use of the House considering the investment and management by HHHC;

**NOW, THEREFORE**, City and HHHC, in consideration of the mutual covenants, terms, and conditions contained in this Agreement, and for other good and valuable consideration, agree as follows:

**ARTICLE I  
PURPOSE OF AGREEMENT, TERM, AND DEFINITIONS**

**Section 1.1 Purpose:**

The purpose of this Agreement is to set forth the terms and conditions by which (1) City shall design, remodel, renovate, and develop the House into a public venue, conducive to exhibiting displays and programs that reflect the culture and heritage of Kerr County and the Texas Hill Country consisting of a quality museum; and (2) HHHC shall lease, furnish, manage, maintain, and operate the House. The Parties intend that the House is utilized as a multi-cultural, educational, recreational, and entertainment venue for the benefit of the public.

**Section 1.2 Effective Date; Initial Term:**

This Agreement commences on the Effective Date and concurrently begins the Design Phase pursuant to Article III. Thereafter, and pursuant to Article V, this Agreement shall terminate ten (10) years after the first day of the calendar month following the date of commencement of the Management Phase, unless terminated earlier in accordance with this Agreement. Upon commencement of the Management Phase, City shall provide written notice of such date to HHHC.

**Section 1.3 Optional Renewal Term:**

HHHC, at its option, may renew this Agreement on the same provisions and conditions hereof, for a period of up to twelve (12) years by providing written notice to City not less than two years prior to the termination of the Initial Term.

**Section 1.4 Automatic Renewal:**

This Agreement will automatically renew for subsequent three year periods pursuant to the same provisions and conditions hereof but only where:

- a. HHHC fails to exercise the option to renew granted in Section 1.3; or
- b. upon termination of the renewal term described in Section 1.3.

**Section 1.5 Termination:**

In addition to other provisions of this Agreement governing the rights of termination, City or HHHC may terminate this Agreement at any time and for any reason by providing written notice to the nonterminating Party not less than two years (730 days) prior to the date of termination.

**Section 1.6 Definitions:**

Unless the context clearly indicates otherwise, the following words and phrases used in this Agreement have the following meanings:

- a. "*City Manager*" means the City's City Manager or designee.
- b. "*City Personal Property*" means all tangible personal property presently used for the operation of the House. City shall use its best efforts to prepare an inventory of City Personal Property prior to commencement of the Construction Phase of this Agreement, as defined below.

- c. “*Construction Budget*” means the estimated costs to be incurred by City in the construction of the Construction Improvements.
- d. “*Construction Improvements*” means the design, remodeling, and renovation of the House and other related work approved by City and performed during the Construction Phase of this Agreement with the purpose of transforming and repurposing the House into a public venue conducive for HHHC to exhibit displays and programs that reflect the culture and heritage of Kerr County and the Texas Hill Country of a first class quality. Such improvements will include a security system.
- e. “*Construction Plans*” means the plans and specifications for the Construction Improvements approved by City and HHHC, which are produced by an architect and others employed by City during the Design Phase.
- f. “*Construction Schedule*” means the proposed schedule of construction of the Construction Improvements developed by City in conjunction with the City’s architects.
- g. “*House*” means the building which upon the Effective Date of this Agreement is commonly known as the “A.C. Schreiner House” and which is owned by the City and located on the Property. Said House includes all equipment, fixtures, and appurtenances placed, installed, and erected within the House by City. “House” may include portions of the garage or carriage house and/or grounds located on the Property for storage and displays but subject to a separate written agreement(s) between City and HHHC.
- h. “*Museum Improvements*” means wall coverings, lighting, fixtures, equipment, furnishings, design, décor, decorations, installations, appurtenances, and personal property necessary to provide for the gallery space, classroom(s), meeting room, gift shop, and the displays, uses, and programs that HHHC will make, at its cost, to the House under this Agreement.
- i. “*Property*” means the grounds and buildings known together known as the A.C. Schreiner House, with the street address of 529 Water Street, Kerrville, Texas 78028, and more specifically described in **Exhibit A**.

**ARTICLE II  
COVENANTS OF PARTIES**

**Section 2.1 Certain Covenants of City:**

During the term of this Agreement, City shall:

- a. maintain ownership of the House and provide the appropriate types and amounts of insurance coverage for the House and Property as described herein; and
- b. cooperate with HHHC in the implementation of this Agreement.

**Section 2.2 Certain Covenants of HHHC:**

During the term of this Agreement, HHHC shall:

- a. cooperate with City in the implementation of this Agreement;
- b. provide the appropriate types and amounts of insurance as described herein;
- c. maintain its existence as a Texas nonprofit corporation in accordance with state law, with a board consisting of at least five (5) but no more than eleven (11) members, each of whom represents historical and/or art interests within this community and the majority of whom are residents of Kerr County;
- d. coordinate with City regarding any media or the public release of information relating to the House and Construction Improvements; and
- e. assist City with raising private funding from various sources for the Construction Improvements.

**Section 2.3 Acceptance of House:**

HHHC has previously inspected the House, has been given access to the records related to the House, and should HHHC undertake its responsibilities in the Management Phase, finds the House suitable and in good condition for the purposes intended; as such, HHHC accepts the House on an AS-IS, WHERE-IS CONDITION AND BASIS, WITH ALL FAULTS. HHHC ACKNOWLEDGES AND AGREES THAT CITY HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, PROMISES, COVENANTS, AGREEMENTS, GUARANTIES, OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OF IMPLIED, ORAL OR

WRITTEN, PAST PRESENT OR FUTURE, AS TO, CONCERNING, OR WITH RESPECT TO THE VALUE, INCOME TO BE DERIVED, NATURE, QUALITY OR CONDITION, STATE OF REPAIR OR LACK OF REPAIR, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, USEFULNESS, OR FITNESS OF THE HOUSE. HHHC and City acknowledge that no fiduciary relationship exists between HHHC and City or any of City's officers, employees, or agents. Notwithstanding anything to the contrary to the above, City warrants that it has good title to the House, the Property, and the City Personal Property.

**Section 2.4 Environmental:**

Without making any warranties or representations regarding the accuracy of such statement, and without any requirement by HHHC to investigate such statement, City has no knowledge of the existence of asbestos or other environmental hazards within the House or on the Property. During the Construction Phase, as specified below, City shall perform or have performed asbestos testing whereby City will reasonably determine whether or not asbestos exists.

**ARTICLE III  
DESIGN PHASE**

**Section 3.1 Design Phase Defined:**

The Design Phase shall be that period commencing with the Effective Date of this Agreement and ending upon the City's finding that all conditions precedent to commencing the Construction Phase are satisfied, including the approval of a Construction Budget by City Council.

**Section 3.2 Agreement as to Construction Plans; Extension of Design Phase:**

During the Design Phase:

- a. the Parties have begun and shall continue working toward completing a concept plan for the House, said plan to then be approved by City Council and HHHC;
- b. following approval of the concept plan and a Construction Budget by City Council, HHHC shall secure commitments for at least \$1,000,000.00 in funding for HHHC's startup working capital, and purchase of fixtures, furniture, displays, artifacts and other items to be owned by HHHC.

- c. following the securing of commitments by HHHC for at least \$1,000,000 in funding, the basis and form of such commitments subject City approval, City shall fund and work to complete the Construction Plans and upon completion, shall notify HHHC of such.

### **Section 3.3 Certain Covenants of City:**

During the Design Phase, City shall:

- a. select, fund, and manage architectural and design services as part of developing the Construction Plans;
- b. provide HHHC the opportunity to review the Construction Plans and to request specific amenities, architectural features, and layout with regard to accommodating HHHC's contemplated exhibits, displays, and programs; and
- c. coordinate and lead in the raising of private funding from various sources for the Construction Improvements.

### **Section 3.4 Certain Covenants of HHHC:**

During the Design Phase, HHHC shall provide timely responses as to specific amenities, architectural features, and layout with regard to accommodating the contemplated exhibits, displays, and programs.

### **Section 3.5 Joint Cooperation; Access to Documents:**

City and HHHC agree in good faith to cooperate and coordinate with each other with respect to the performance of this Agreement. City shall allow HHHC and its consultants' reasonable access to the House and to City's records related to the House's prior construction and renovation, if any, during City's normal business hours, upon advance written notice and scheduling with City's representative. On the same basis, HHHC will allow City's representatives reasonable access to all documents and information developed by HHHC, its consultants and contractors, related to this Agreement and the Construction Improvements.

### **Section 3.6 Construction Fund Account:**

The City shall own and control all private funding it raises for the Construction Improvements.

**Section 3.7 Conditions Precedent to Construction Phase:**

Commencement of the Construction Phase shall not commence until satisfaction of the following conditions:

- a. City has, or will have, funding to pay in full the costs for the design, remodeling, and renovation work pursuant to the Construction Plans and completion of the Construction Improvements, the sufficiency of which evidence shall be determined solely by City. Toward that end, City shall coordinate the issuance of a challenge grant as a means of raising the necessary funding for the Construction Improvements and possibly including improvements for other aspects of the Property. Should such funding exist, City will develop a budget for the Construction Improvements.
  
- b. HHHC shall provide City, in writing, with a realistic five-year plan prepared by HHHC for its lease, furnishing, management, maintenance, and operation of the House, which at a minimum, includes:
  - (1) anticipated sources and estimated amounts of revenue on an annual basis;
  
  - (2) estimated expenses on an annual basis; and
  
  - (3) the names and vitae of all officers and directors of HHHC and the person HHHC anticipates will be employed by HHHC to manage the House at the commencement of the Management Phase.

**ARTICLE IV  
CONSTRUCTION PHASE**

**Section 4.1 Construction Phase Defined:**

The Construction Phase is the period of this Agreement beginning upon satisfaction of all conditions described in Section 3.7, and ending upon completion of construction of the Construction Improvements.

**Section 4.2 Design and Construction of House; Ownership of Construction Plans:**

City shall, at its cost, be solely responsible for the completion of design, solicitation of bids for work, and construction of the Construction Improvements, subject to the terms of this Agreement. In this regard, City shall enter into and perform all contracts necessary to complete the Construction Improvements in accordance with state law. All design, remodeling, and renovation shall conform to City codes,

ordinances, regulations, design criteria, building standards, and specifications. City shall provide written notice to HHHC of any material changes to the Construction Plans. City shall control and own the drawings, specifications, and other documents prepared pursuant to this Agreement.

#### **Section 4.3 Review of Construction Plans; Permits:**

Prior to commencement of construction of the Construction Improvements, City shall submit the Construction Plans to the Texas Department of Licensing and Regulation (“TDLR”) for review and approval in accordance with state law. City shall obtain all City-required permits, insurance, bonds, and other approvals in accordance with federal, state, and municipal laws.

#### **Section 4.4 On-Site Representation:**

During construction, City’s construction manager and/or architect shall be accessible to HHHC at reasonable times. City shall provide HHHC written notice of all construction meetings that City attends, at which a representative of HHHC may be present. HHHC may access the Property or House during construction when accompanied by a City representative but will follow all safety rules established by the City’s contractor.

#### **Section 4.5 Site Security:**

City and its construction manager, contractors, and subcontractors shall be solely responsible for site security and securing construction tools, equipment, supplies, and materials when left on City property. City shall also be responsible for securing the House and all City Personal Property during construction. Construction Improvements and all construction work, materials, equipment, and supplies shall belong to City.

#### **Section 4.6 HHHC’s Provision of Museum Improvements:**

- a. City and HHHC acknowledge and agree that HHHC, in lieu of making any payment of rent or a share of operational revenues with City during the term of this Agreement, shall acquire, build, and install all furniture, fixtures, equipment, design, décor, decorations, installations, appurtenances, and personal property as necessary to carry out its presentation and the programming of space, displays, and exhibits known as the “Museum Improvements”. City, in accordance with its Chapter 380 economic development program, shall waive all applicable permit fees with respect to HHHC’s work.

- b. At the time where City has completed or nearly completed the Construction Improvements and it is considered safe to enter the Property and the House, City shall notify HHC of such event and allow HHC and its agents to enter the Property and House to begin work on the Museum Improvements. The Parties may coordinate for earlier access by HHC, which the City Manager will consider on a case by case basis depending upon complexity, size, and other reasonable factors. In any event, where City provides access to HHC to commence its work toward making the Museum Improvements, City shall provide written notice of such date to HHC.
- c. HHC shall have the Museum Improvements completed within nine (9) months of the date it is given full and permanent access, but said period may be extended by the City Manager due to delays reasonably caused by weather, acquisition of materials, or construction events where HHC notifies City of such.
- d. In constructing the Museum Improvements, City or its contractors may not substantially interfere with any work still being performed by HHC or its contractor within the House.
- e. **HHC SHALL INDEMNIFY CITY FROM ANY CLAIMS FOR MECHANIC'S LIENS THAT ARE ASSERTED IN CONNECTION WITH WORK DONE BY HHC OR ITS CONTRACTORS.** HHC shall comply with all of municipal, state, and federal laws applicable to the construction of the Museum Improvements, including seeking the appropriate permits from City.
- f. The Museum Improvements will be and remain the property of HHC during the term of the Agreement. HHC may remove or alter any Museum Improvement(s) during the term of the Agreement. However, any Museum Improvements remaining within the House at the expiration of the Agreement will automatically become City's property.

**Section 4.7 Termination on Failure to Commence Construction:**

HHC may, at its sole option, terminate this Agreement if construction of the Construction Improvements by City has not commenced within twelve (12) months of all requirements of Article IV of this Agreement being met.

**ARTICLE V  
MANAGEMENT PHASE**

**Section 5.1 Management Phase Defined:**

The Management Phase shall be that period of this Agreement commencing upon completion of the Construction Phase and ending upon termination of this Agreement. City shall provide written notice of such date to HHHC.

**Section 5.2 HHHC's Authority and Obligation for Maintenance and Management of the House:**

During the Management Phase, HHHC shall at its sole cost and expense be authorized and responsible for the maintenance, management, and operation of the House (collectively referred to herein as "Manage" or "Management") in accordance with the provisions of this Agreement. Toward that end, HHHC shall do all things and take all actions necessary for the Management of the House in accordance with this Agreement. Without limiting the generality of the foregoing, HHHC shall:

- a. Manage the House to the highest standards as a first class venue for exhibiting displays and programs that reflect the culture and heritage of Kerr County and the surrounding Hill Country area, to include providing and paying for all costs associated with educational programming and museum quality exhibits and displays;
- b. perform all upkeep, maintenance, and repairs necessary to keep the House's interior and its operating systems in good condition and in compliance with all applicable codes and regulations. Such maintenance includes providing an annual inspection of the House's heating/air conditioning system and the periodic replacement of filters for such system;
- c. maintain the House in good, clean, and sanitary condition and repair, to include providing and paying for periodic and consistent janitorial services;
- d. do all work and make all repairs necessary or advisable to keep the House from deteriorating in value or condition and to restore and maintain the House in as good condition as HHHC found it at the time it took possession under this Agreement, normal wear and tear excepted;
- e. in case of any damage to, or destruction of fixtures, furniture, displays, and other items owned by HHHC, HHHC shall promptly, at its own expense, repair, replace, or rebuild the same to the end that upon the completion of such repairs, restoration, or rebuilding, the value shall be at least substantially

equal to the physical and economic value of the same immediately prior to the happening of such damage or destruction;

- f. maintain the House in a manner consistent with the operation of a museum that is open to the public at least six (6) days per week and five (5) hours per day. On or before December 1 of each year, HHHC shall provide City with a written schedule for the House and the public's access thereto for the following year, to account for holidays. Thereafter, should HHHC seek to change this schedule, it shall provide such revisions to City at least thirty (30) days prior to any such change and such change(s) are subject to approval by the City;
- g. cooperate with City to use every reasonable effort to encourage and maintain high attendance levels by the public at House events;
- h. ensure that advertisements, brochures, documents, or correspondence identifying or referring to the House or its activities refer to the "*Heart of the Hills Heritage Center; as located on the campus of the Butt Holdsworth Memorial Library; located within the city of Kerrville, Texas*";
- i. track all visitors by zip code for Texas residents and State or Country for out of state visitors, compile such information, and then submit such report to the City Manager on at least quarterly (Jan.-March, April-June, etc.) basis, on or before the 5th day of the following month;
- j. provide and maintain the House for handicapped guests;
- k. treat all House visitors and users fairly;
- l. comply with the applicable terms within the *General Warranty Deed*, which conveyed House to City (File No. 15-07058, Kerr County Property Records). City has previously provided this deed to HHHC;
- m. make prompt payment to its vendors, consultants, and contractors;
- n. employ, pay, and supervise all personnel HHHC determines to be necessary for the Management of the House;
- o. maintain and make available to the public a schedule of fees and charges for the use of the House and any services;
- p. purchase and maintain all materials, tools, machinery, equipment, and supplies necessary for the Management of the House;

- q. coordinate and administer a periodic and consistent preventive maintenance program for the House and its machinery and equipment;
- r. arrange for all utilities, security, and other services for the interior of the House and pay when due all charges for water, wastewater, electricity, gas, telephone, internet, refuse, and other utilities and services rendered to or used in the House;
- s. maintain all necessary licenses, permits, and authorizations for the Management of the House;
- t. pay all taxes and assessments legally due;
- u. comply at its sole cost and expense with all municipal, state, and federal regulations now in force or which may hereafter be in force, pertaining to the Management of the House;
- v. provide immediate notice, written and otherwise, to the City Manager of any injuries or claims that occur or are alleged to have occurred within the House or on the Property;
- w. under no circumstances use or cause to be used within the House any hazardous or toxic substances or materials; or store any such substances or materials within the House other than materials normally needed for its Management, such as ordinary paints;
- x. not place or consent to or allow any other person to place a lien upon the Property. If, because of any act or omission of HHHC, any lien, affidavit, charge, or order for the payment of money is filed against the House or Property (the "Lien"), HHHC shall, at its own cost and expense, cause the Lien to be discharged of record by payment, bonding, or otherwise, no later than 15 days after notice to HHHC of the filing of the Lien. If HHHC fails to discharge the Lien and provide the City with evidence of the discharge within the time period specified, City may discharge the Lien and HHHC shall reimburse City for the amount paid by City to discharge the Lien within ten days of receipt of City's statement of such amounts;
- y. remove all of HHHC's personal property from the House within sixty (60) days following termination of this Agreement. Should HHHC fail to timely remove its property, City may take possession of HHHC's property and sell the same and keep the proceeds or have the property removed at the expense of HHHC and disposed of in any manner the City deems appropriate;

- z. provide monthly maintenance reports to the City Manager within thirty (30) days of the previous month in a format and with content requested by the City Manager; and
- aa. promptly furnish to City such reports and other information concerning the House and the Management thereof as may be reasonably requested from time to time by the City Manager.

**Section 5.3 Annual Lease Fee:**

Beginning with the Management Phase, City shall lease the House to HHHC for \$1.00 per year during such phase.

**Section 5.4 Annual Budget:**

On or before August 1 of each year, HHHC shall submit its annual operating budget and a 5-year proforma to the City Manager for review. Such budget and proforma will be in a form acceptable to City. HHHC's annual operating budget shall include detailed information showing estimated income to be received from all sources and estimated operating expenses. HHHC's shall establish its fiscal year as being between October 1 and September 30 of the following year.

**Section 5.5 City Access:**

City reserves the reasonable right for its authorized representatives to enter and inspect the House during normal business hours and at any other time, provided that City shall not unreasonably interfere with the operations of the House by HHHC.

**Section 5.6 Schedule of Fees and Charges for House Use:**

HHHC shall have the right to establish a schedule of fees and charges for entry into and use of the House; to collect and account for all such revenue, which reasonably allows HHHC to recover its reasonable cost of utilities, labor, overhead allocation, and any other direct expenses incurred by HHHC in Managing the House. HHHC shall deliver to the City Manager a copy of its adopted schedule of fees and charges and any amendments not later than thirty (30) days prior to the date that it will apply the fees and charges. Such fees and charges are subject to approval of the City.

**Section 5.7 Disputes Over Schedule of Fees and Charges:**

HHHC understands and acknowledges City's desire that the House is available at a reasonable cost to residents, tourists, community organizations, and other groups on a nondiscriminatory basis for events, displays, programs, shows, meetings, and

special activities, subject to availability and scheduling. In the event City believes the schedule of fees and charges to be excessive, HHHC and City agree to the following procedure for resolution of such dispute:

- a. upon City's request, HHHC shall provide City with a written cost analysis and justification for the fees and charges proposed by HHHC. Such request shall suspend adoption of any new fee or charge.
- b. If after receipt of the written report, the City Manager determines that the schedule of fees and charges are greater than five percent more than is justified by the cost analysis, the City Manager shall meet with the HHHC Board of Directors to discuss and attempt to agree on a schedule of fees and charges. At a meeting, both Parties may present information as deemed appropriate in resolving the matter.
- c. If after the joint meeting described in Section 5.7.b. the Parties are unable to agree on an appropriate schedule of fees and charges, the issue shall be submitted to City Council for its review and determination.

#### **Section 5.8 Other Uses Without Charge:**

HHHC shall make the House available without charge to City for City's use for meetings and events related to City business anytime the House is not open to the public and/or in use by HHHC, provided that City assures appropriate protection and security for HHHC's property and exhibits.

#### **Section 5.9 Security:**

HHHC shall provide and pay for all security into and within the House, to include all House access points and the operation and use of a security system that is monitored by a private company. City shall be responsible for security of the remaining part of the Property.

#### **Section 5.10 Contracts Related to Management of the House; General Provisions:**

- a. Subject to the provisions of this Agreement, HHHC shall be the exclusive manager and operator of the House during the Management Phase, with sole responsibility for, and full control and discretion in, the operation, direction, management, licensing, and supervision of the House, its staff and other agents. All HHHC contracts and licenses (all of the foregoing sometimes hereinafter collectively referred to as the "Management Contracts") in connection with the operation and management of the House shall terminate

upon termination of this Agreement unless the City, at its sole option, elects to assume one or more of the Management Contracts. HHHC shall have the right, without City's consent, to grant concessions or licenses for sale of any or all of the merchandise, products, food, beverages, and items within the House deemed necessary by HHHC for its operations.

- b. Upon request of the City Manager, HHHC shall provide the City Manager a copy of a current list of all Management Contracts, including the parties thereto, the primary purpose, and the fees or other costs. City shall also be entitled to review the Management Contracts at HHHC's office during normal business hours.

### **Section 5.11 Promotion:**

HHHC shall plan, prepare, implement, coordinate, and supervise all advertising, public relations, and other promotional programs for the House and its use and shall negotiate; execute in its own name, and not the name of City; and perform all contract promotions for such uses.

### **Section 5.12 Concessions, Marketing, and Naming Rights:**

During the Management Phase, HHHC shall have the duty and sole right to negotiate, execute in its own name and not the name of City, and perform all contracts concerning:

- a. the sale, promotion, marketing, and the use of all name, trademarks, trade names, logos, and similar intellectual property rights relating to the House;
- b. concessions for the sale of food, beverages, souvenirs, novelties, or programs at the House; and
- c. upon approval of City, the naming of all or any portion of the House interior in honor or memory of a donor or the family member(s) of a donor who contributed funds used for the Construction Improvements and/or Museum Improvements.

### **Section 5.13 Booking:**

HHHC shall have the duty and sole right to:

- a. arrange for and otherwise book displays, programming, and other events in the House; and

- b. to negotiate; execute in its own name, and not the name of the City; and perform all use agreements for the conduct of the displays, programming, and events.

**Section 5.14 Acknowledgments in Printed Materials:**

HHHC shall acknowledge City for its support in all appropriate printed materials. City reserves the right to approve, in whole or in part, the form of such acknowledgments which the HHHC proposes to include in any printed materials.

**Section 5.15 Vendor Contracts:**

HHHC shall have the sole right to negotiate, execute in its own name and not the name of City, and perform vendor contracts.

**Section 5.16 Payments:**

HHHC shall pay all expenses related to its Management of the House and shall make all debt service payments to its lenders, if any, pursuant to the terms of its loan documents. HHHC shall not enter into any contractual arrangements for services that require more than reasonable and customary compensation.

**Section 5.17 Advertising:**

HHHC shall be responsible for the sale of all commercial advertising. The form and content of the advertising shall not, in the opinion of the City Manager, be in bad taste or inappropriate for the viewing or hearing of children or minors, or would reflect negatively upon the City. If so, HHHC shall promptly remove, or have removed, the advertising from the House.

**Section 5.18 Direct City Support:**

City shall:

- a. maintain the Property, including parking area and driveways;
- b. maintain public, including handicapped, access to the House and surrounding area for HHHC events;
- c. purchase and maintain fire and casualty insurance on the House, the Personal Property of City, and the Property during the term of this Agreement; and

- d. repair the mechanical, electrical, plumbing, HVAC, elevator, and roof, normal routine maintenance excepted.

**Section 5.19 Non-Appropriations:**

HHHC understands and acknowledges that City is required by law to pay all obligations from current funds appropriated in accordance with the adoption of City's annual budget. Consequently, and notwithstanding the provisions of Section 5.18, City shall have no obligation or liability pursuant to such sections beyond the end of any fiscal year if City fails to appropriate funds to pay for such obligations in the immediately subsequent fiscal year. In the event City fails in any fiscal year to appropriate sufficient funds for the purposes set forth in Section 5.18, HHHC may, following thirty (30) days written notice to City, terminate this Agreement.

**Section 5.20 Operating Reserve Fund:**

HHHC shall establish and thereafter maintain an endowment or operating reserve fund in an amount equal to one-year of its costs for its ongoing operations. HHHC shall use its best efforts to raise contributions from year to year in order to maintain such fund.

**Section 5.21 Audits and Records:**

HHHC shall provide and make available to City an annual audit at least once every two years on or before the expiration of thirty (30) days following the end of its fiscal year. HHHC shall secure the audit from a third party, who shall prepare the audit in conformance with generally accepted accounting principles. HHHC shall keep and maintain complete and accurate records for the House and for HHHC, separate and identifiable from its other records, for at least three years following the last day of the fiscal year during which the record was generated. City shall be entitled to inspect the records during the term of this Agreement and for three years thereafter at HHHC's office upon not less than ten (10) days' written notice and at all reasonable times.

**Section 5.22 City Improvements:**

City may construct any additions to the House, unless:

- a. the construction or the additions would unreasonably interfere with HHHC's Management; or
- b. the additions would adversely affect the structural integrity, size, or utility of the House.

### **Section 5.23 HHHC Improvements:**

HHHC shall have the right and obligation, at its sole cost, to make additions and improvements to the House if:

- a. necessary to comply with governmental regulations or the provisions and conditions of this Agreement;
- b. required for the safe operation of the House or their maintenance or repair; or
- c. otherwise approved and authorized by the City Manager.

All fixtures installed and remaining in the House at the expiration of the Agreement pursuant to this Section 5.23 and Section 4.6.f., whether trade or otherwise, shall be realty, owned in fee simple by the City unless otherwise agreed to in writing by the City Manager.

### **Section 5.24 Insurance:**

- a. HHHC's Minimum Insurance Amounts: HHHC shall obtain and maintain continuously in effect at all times during the term of this Agreement, at HHHC's sole expense, with a carrier or carriers licensed to do business in the State of Texas and satisfactory to City, Commercial General Liability Insurance against claims for bodily injury, death, or property damage occurring on, in or about the House, or any other portion of the House, in at least the amount of \$2,000,000.00 combined single limit per occurrence. In the event that the Texas Torts Claims Act, as amended (Tex. Civ. Prac. & Rem. Code § 101.001, et seq.) or its successor statute, is amended to increase the amount of liability of municipalities for acts described in said Act above the levels set forth in this Section 5.24.a., HHHC shall increase the amount of insurance coverage to an amount sufficient to provide coverage to the level of potential liability per occurrence under said Act. HHHC shall be responsible for maintaining appropriate types and amounts of insurance for all non-City owned property, to include all property and exhibits owned, managed, controlled, or supervised by HHHC.
- b. Alcoholic Beverage Liability: In the event HHHC decides to sell or serve, or authorize the sale or service, of alcoholic beverages for on premise consumption at the House, HHHC shall purchase and have in effect alcoholic beverage liability coverage in the same amounts as the general liability policy required by Section 5.24.a. Said alcoholic beverage liability policy, whether it is a separate policy or added as a rider to HHHC's general liability policy, shall name City as an additional insured.

- c. HHHC's Coverage Primary: All insurance herein required shall apply as primary and not in excess of or contributing with other insurance which the HHHC may carry. Insurance provided pursuant to Section 5.24.a. shall name City as an additional insured or loss payee as the case may be. HHHC's insurance policies as required by this Agreement shall apply separately to City as if separate policies had been issued to HHHC and City.
- d. Cancellation: Certificates of Insurance: HHHC's insurance as required by this Agreement shall not be subject to cancellation or material alteration until at least thirty (30) days written notice has been provided to City. HHHC shall furnish to City, annually, Certificates of Insurance showing City as an additional insured and evidencing that all of the herein stated requirements have been met.
- e. City's Right to Purchase Insurance: In the event such insurance as required by Section 5.24.a., lapses, City reserves the right to obtain such insurance at HHHC's expense. Upon demand from City, HHHC shall reimburse City for the full amount of the premium paid on HHHC's behalf.

**Section 5.25 Indemnity:**

HHHC SHALL DEFEND, INDEMNIFY, AND HOLD CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON(S), THAT MAY ARISE OUT OF OR BE OCCASIONED BY HHHC'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF HHHC, ITS OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE HHHC AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH TEXAS

LAW, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. NEITHER CITY NOR HHHC WAIVE ANY LEGAL CONTENTIONS, DEFENSES, OR IMMUNITIES, INCLUDING, BUT NOT LIMITED TO GOVERNMENTAL (*I.E.*, SOVEREIGN) IMMUNITY, CHARITABLE IMMUNITY, AND THE LIMITED RECOVERY AGAINST CHARITABLE ORGANIZATIONS, THE PERSONNEL, AND THEIR VOLUNTEERS PURSUANT TO THE CHARITABLE IMMUNITY AND LIABILITY ACT OF 1987 (TEX. CIV. PRAC. AND REM. CODE, CH. 84, AS AMENDED).

**Section 5.26 Security Interests:**

HHHC shall not mortgage its rights and interests under this Agreement to secure financing, except with the approval of City. HHHC shall not suffer or permit mortgages or liens against the House, and shall indemnify and defend City from and against same.

**Section 5.27 City Appointment of HHHC Director:**

HHHC shall amend its by-laws to require that no fewer than one director of the HHHC Board of Directors shall be appointed by City Council and shall have the full rights and privileges, including voting, of any member of the Board of Directors.

**Section 5.28 Independent Contractor:**

It is expressly understood and agreed that HHHC shall perform its obligations and responsibilities hereunder as an independent contractor and not as an officer, agent, representative, or employee of City; that HHHC shall have exclusive control of and the exclusive right to control the details of its obligations and responsibilities and all persons performing same; that HHHC shall be solely responsible for the acts or omissions of its officers, agents, employees, or other persons under its supervision, management, and control; that the doctrine of respondeat superior shall not apply as between City and HHHC and that nothing herein shall be construed as creating a partnership or joint enterprise between City and HHHC.

**ARTICLE VI  
GENERAL PROVISIONS**

**Section 6.1 Good Faith:**

The Parties agree to work together at all times and in good faith, which includes meeting regularly and maintaining communications as to any activity of a Party that may impact this Agreement.

**Section 6.2 Approval Authority:**

Where approval is required prior to an action contemplated by this Agreement, such approval for City means the City Manager; and for HHHC, HHHC's President or designee, unless an approval specifically provides otherwise. In addition, no approval may be unreasonably delayed, denied, and/or conditioned.

**Section 6.3 Assignment by HHHC:**

HHHC may not assign this Agreement or any obligations set forth herein without the prior approval of City Council, which shall not be unreasonably withheld. It is agreed by HHHC that assignment of the performance of any of HHHC's rights or obligations pursuant to this Agreement to any party other than another non-profit corporation shall be deemed an acceptable reason for denial of any requested assignment.

**Section 6.4 Default by HHHC:**

An "HHHC Default" shall mean the occurrence of one or more of the following events:

- a. failure of HHHC to pay when due any monies due to City and the continuation of the failure without cure for a period of ten (10) days after City notifies HHHC of the failure in writing in accordance with the notice provisions under this Agreement; or
- b. failure of HHHC to comply with any material term, covenant, or provision of this Agreement, and the failure by HHHC to cure or to proceed diligently to cure the failure within thirty (30) days after City notifies HHHC in writing of the failure in accordance with the notice provisions under this Agreement.

For the purpose of Section 6.4 only, the notice required by this section shall not be deemed delivered until an officer or director of HHHC other than the director appointed by City pursuant to Section 5.27, has actual knowledge of the existence of the written notice delivered by City.

### **Section 6.5 Termination and Other Remedies by City upon a HHHC Default:**

Upon the occurrence of an HHHC Default, City may elect to pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages, and termination of this Agreement. Termination or non-termination of this Agreement upon a HHHC Default does not prevent City from suing for specific performance, damages, injunctive relief, or pursuing other remedies available in law. Upon termination by City, City shall occupy the House and HHHC shall assign to City any of its contracts or leases requested by City to be assigned to City. HHHC contracts and leases not assumed by City shall terminate immediately upon termination of this Agreement.

### **Section 6.6 Casualty Loss:**

In the event of loss by fire, storm, or other casualty to the House or the City Personal Property, City shall use any insurance proceeds to repair and replace damage caused by such casualty, in which case this Agreement shall remain in effect. However, in the event of substantial destruction rendering the majority of the House unusable for a period of one year or more, HHHC may, at its election, terminate this Agreement upon providing written notice to City.

### **Section 6.7 No Termination on Bankruptcy:**

If HHHC is not otherwise in default under the terms of this Agreement, neither bankruptcy, insolvency, assignment for the benefit of creditors, nor the appointment of a receiver shall affect this Agreement so long as all covenants of HHHC continue to be performed by HHHC, its successors, or legal representatives.

### **Section 6.8 Copyright Indemnification:**

HHHC shall assume full responsibility for complying with the Federal Copyright Law of 1978 (17 U.S.C. 101, et seq.) and any regulations promulgated thereunder in connection with activities in the House under this Agreement, including the assumption of any and all responsibilities for paying royalties which may be due to the copyright owner, or representative of the copyright owner, for the use of copyrighted works in the House. HHHC SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS OFFICERS AND EMPLOYEES, FOR ANY CLAIMS OR DAMAGES GROWING OUT OF INFRINGEMENT OR VIOLATION OF THE FEDERAL COPYRIGHT LAW AND ANY REGULATIONS PROMULGATED THEREUNDER BY HHHC OR ANY TENANT (OTHER THAN CITY) OF THE HOUSE.

**Section 6.9 Compliance with Laws:**

HHHC and City agree to use reasonable efforts to assure that every officer, employee, or agent under HHHC's or City's respective control that is connected with the purpose for which the House is being used, shall abide by, conform to, and comply with all federal and state laws, and all the ordinances, rules, or regulations of City applicable to the construction, operation, maintenance, and management of the House and the other properties related to the House.

**Section 6.10 Nondiscrimination:**

HHHC shall not, in its use of the House and the presentation of programs of HHHC, discriminate against any person because of race, religion, color, sex, national origin, age, or disability.

**Section 6.11 Place of Performance of Obligations and Venue:**

All obligations of City and HHHC under the terms of this Agreement reasonably susceptible of being paid or performed in Kerr County, Texas, shall be payable and performable in Kerr County, Texas, and venue for any legal actions arising out of this Agreement shall lie exclusively in Kerr County, Texas.

**Section 6.12 Texas Law:**

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

**Section 6.13 Captions:**

The captions, section numbers, and article numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Agreement, nor in any way affect this Agreement.

**Section 6.14 Notices:**

Notices provided for in this Agreement shall be either hand delivered or sent by certified mail return receipt requested, postage prepaid, and properly addressed as follows:

**If to City:**                      City Manager  
   City Hall, 701 Main Street  
   Kerrville, Texas 78028

**With copy to:** Library Director  
City Hall, 701 Main Street  
Kerrville, Texas 78028

**If to HHHC:** President  
705 Water Street  
Kerrville, Texas 78028

The Parties may change the representative or address for delivery of notices from time to time by sending written notices to the other Party. All notices shall be in writing and, except as set forth in Section 6.4, effective only upon actual receipt.

**Section 6.15 Severability:**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been included herein.

**Section 6.16 No Implied Waiver:**

The failure of any Party hereto to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in this Agreement shall not be construed as a waiver or relinquishment thereof for the future. The waiver of redress for any violation of any term, covenant, agreement, or condition contained in this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. No express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

**Section 6.17 Force Majeure:**

HHHC and City shall be relieved of their obligation to perform any term or condition of this Agreement, if the performance is prevented by fire, earthquake, flood, acts of God, riot or civil commotions, acts of a superior governmental authority, utility interruptions, pandemic, or other reason, matter or condition beyond the control of either Party (Force Majeure), but only for the duration of the Force Majeure.

**Section 6.18 Agreement Administration:**

This Agreement shall be administered on behalf of the Parties by the following representatives of each, who shall meet periodically on matters related to the implementation of this Agreement:

**City:** City Manager

**HHHC:** It's President

**Section 6.19 Dispute Resolution:**

The Parties commit to use best efforts to cooperate and resolve in good faith all issues and disputes which may arise under this Agreement. The Parties covenant not to institute litigation against each other without first submitting the subject thereof to mediation, under reasonable and customary procedures to be agreed to in each instance by the Parties. The highest officer or executive officer of each of the Parties shall represent that Party in the mediation and shall attend and take part throughout the proceedings, with full authority to settle the matter in controversy, subject in the case of City to City Council approval where required by law. This section is not applicable to the resolution of matters specifically described in Section 5.7.

**Section 6.20 Immunity:**

If HHHC as a charitable association, corporation, entity, or individual enterprise, has or claims an immunity or exemption, statutory or otherwise, from and against liability for damage or injury to persons or property, HHHC hereby expressly waives its rights to plead defensively such immunity or exemption as against City

**Section 6.21 Exhibits:**

The following listed exhibit(s) attached to this Agreement are part of this Agreement:

**Exhibit A – Property Description**

**Section 6.22 Entire Agreement:**

This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties that relate to the subject of this Agreement, including the Memorandum of Understanding. This Agreement cannot be modified without written agreement between City and HHHC. Any Exhibits attached to and referred to in this Agreement are incorporated in this Agreement as a part of this Agreement for all purposes.

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2021, by City, signing by and through the City Manager, duly authorized to execute same by action of the City Council on \_\_\_\_\_ and by HHHC, acting through its duly authorized officials.

**CITY OF KERRVILLE, TEXAS**

**HHHC, INC.**

\_\_\_\_\_  
Mark L. McDaniel, City Manager

\_\_\_\_\_  
William Rector, President

ATTEST:

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

APPROVED AS TO FORM:



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

## BURY

1.32 ACRES  
(57,327 Sq. Ft.)  
10010-50415Ti.dwg

FN NO. 100010-50415  
SEPTEMBER 2, 2015  
JOB NO. 100010-50415

## FIELD NOTE DESCRIPTION

Of a 1.32 acre tract located in the City of Kerrville, Kerr County, Texas. Said 1.32 acres being all of a called 1.33 acre tract vested to W.R.S. Enterprises, INC and described in Volume 661, Page 772 of the Deed Records of Kerr County, Texas; said 1.32 acres being more particularly described as follows, with all bearings being referenced to the North American Datum of 1983, Texas Coordinate System, South Central Zone, Using a combined scale factor of 1.00017;

**Beginning**, at a found 1/2 inch rebar in the westerly Right-of-Way line of Water St. S marking the easterly corner of Block 1, Lot 1, Butt-Holdsworth Memorial Library, as described in Volume 127, Page 246 of the Map and Plat Records of Kerr County, Texas, for the northerly corner of herein described tract of land having a grid coordinate of N: 13,928,666.21, E: 1,923,245.49;

**Thence**, leaving the westerly Right-of-Way line of Water St. S, S 48° 09' 48" W, a distance of 197.00 feet to a set 1/2" iron rod with a "bpi" cap for a corner of herein described tract;

**Thence**, S 48° 09' 48" W, at 37.86 feet passing a found 5/8 inch iron rod continuing for a total distance of 112.50 feet to a set 1/2" iron rod with a "bpi" cap in the northerly bank of Guadalupe River for the easterly corner of herein described tract;

**Thence**, along the meanders of Guadalupe River, S 42° 37' 28" E; a distance of 222.83 feet to a found 5/8" iron rod, being the most westerly corner of a certain tract vested to Cailloux Foundation Properties, LLC as described in Volume 1828, Page 87 of the Deed Records of Kerr County, Texas, for the southerly corner of herein described tract;

Thence, leaving the northerly bank of Guadalupe River, N 45° 00' 49" W, a distance of 213.96 feet to a set pk nail in column in the westerly Right-of-Way line of Water St. S being a point of curvature for the easterly corner of herein described tract;

Thence, along the arc of a curve to the right, having a chord of N 15° 51' 25" W, 101.73 feet, a radius of 339.40 feet and a central angle of 17° 14' 17", a distance of 102.11 feet to a set pk nail in concrete for a point of reverse curvature;

Thence, along the arc of a curve to the left, having a chord of N 19° 52' 19" W, 128.97 feet, a radius of 279.66 feet and a central angle of 26° 39' 45", a distance of 130.14 feet to the Point of Beginning, containing an area of 1.32 acres (57,327 sq. ft.) Of land, more or less.

---

Hal B. Lane III  
Registered Professional Land Surveyor  
Texas Registration Number 4690  
BURY  
922 Isom Road, Suite 100  
San Antonio, Texas 78216  
210/525-9090  
TBPLS Firm No. 101075-01

# Heart of the Hills Heritage Center (HHHC)

On the Campus of the  
Butt-Holdsworth Memorial Library





# PROJECT MILESTONES

- Acquisition of A.C. Schreiner House: 2015
- Adaptive Reuse Study Performed by Peter Lewis Architects: 2015
- Campus Master Plan Completed by Peter Lewis Architects: 2017
- Project Included in Adopted Kerrville 2050 Plan: 2018
- Execution of MOU with HHHC to Repurpose the House as a Regional History Museum: 2019
- New Concept Plan Completed by SLS Partnership (Scott Shellhase): late, 2019
- Public Presentation of Project to Council: early, 2020
- HEB/HEB Foundation Grants Awarded: late, 2020



# BUDGET

## Costs

City Construction Improvements	\$3,600,000
City Capital Reserve for Major Maintenance	400,000
HHHC Start-up, Displays, & Artifacts	<u>1,000,000</u>
Total	\$5,000,000

## Funding Sources

Butt-Holdsworth Memorials	\$2,000,000
HEB & HEB Foundation Gifts	1,000,000
City Hotel Occupancy Taxes	1,000,000
HHHC Fundraising	<u>1,000,000</u>
Total	\$5,000,000



# Funding Sources

## **Butt-Holdsworth Memorials \$2,000,000**

FY20 year end estimated balance of \$4 million, which includes both the Memorial Fund and Endowment Account.

## **HEB & HEB Foundation Gifts \$1,000,000**

Announced at opening of new Kerrville HEB. Corporate gift already received, and Foundation gift will be received in first quarter of 2021.

## **City Hotel Occupancy Taxes \$1,000,000 or less**

Current estimated restricted fund balance of \$1.3M.

## **HHHC Fundraising \$1,000,000**

Pending approval of project budget and agreement with City.



# MAJOR DEAL POINTS

- **Term:** Initial term of 10 years, with renewal of up to 12 additional years in automatic three (3) year intervals, unless notice of termination provided.
- **Termination:** City or HHHC can terminate for any reason with two years written notice (and agreement is subject to annual appropriations by Council).
- **Rent:** in lieu of \$, HHHC to provide building maintenance, furniture, equipment, personnel, utilities, and other items required for patron services, programming, and display.



# MAJOR DEAL POINTS

- **Scope of Agreement:** Includes the main “House,” but portions of carriage house and grounds may be leased/managed by separate agreement and terms.
- **Project Budget and Concept Plan:** Must be approved by Council.
- **Design/Construction Documents:** Will not commence until HHHC receives commitments for required match of \$1M and provides City with a five year plan (financial forecast, board composition, staffing, etc.).



# MAJOR DEAL POINTS

- **Construction Improvements by City:** To commence within one year of HHHC receiving required funding commitments of \$1M.
- **Museum Improvements by HHHC:** Must be completed within nine months of access post completion of improvements by City, may be reasonably extended.
- **Routine House Maintenance/Utilities:** Responsibility of HHHC.



# MAJOR DEAL POINTS

- **Maintenance of Grounds:** Responsibility of City.
- **Major Repairs to House Systems:** Mechanical, electrical, plumbing, HVAC, elevator, and roof responsibility of City.
- **Hours of Operation:** At least six days per week, five hours per day. May change subject to City approval.
- **Fees and Charges for House Use:** Subject to City approval.



# MAJOR DEAL POINTS

- **Insurance/Liability:** Each party insures what they own, and HHHC also carries liability and indemnifies City.
- **HHHC Operating Reserve Required:** Equal to one year cost of ongoing operations.
- **HHHC Board:** At least one member appointed by Council with all rights and voting privileges of other members.



**LEGEND**

ENTRY PLAZA	KUTS TRAILHEAD + TRAIL	EXISTING LAWN	STONE WALL / SEAT WALL	STORMWATER STEP-POOLS
AMPHITHEATER	ARBOR	LIMESTONE SCREENINGS	CONCRETE STEPS	EXISTING GAZEBO
PAVILION	OVERLOOK	EXISTING ASPHALT W/ DECORATIVE LIME STONE GRAVEL CHIPSEAL	ADA RAMP	LAWN AREA
ADA PARKING	EXISTING ELEVATED STEPS	EXISTING CONCRETE	REMOVABLE BOLLARDS	OUTDOOR DISPLAY MOODY AIRPLANE



**OUTPOSTS**  
landscape architecture

AC SCHREINER HOUSE  
Concept Master Plan  
12.05.2019

*s | s* partnership  
architects | interiors | planners

806.794.4726  
806.535.7570 (cell)

Post Office Box 290729  
Kerrville, Texas 78029

**PROPOSED MASTER SITE PLAN**



All ideas, designs, arrangements, plans, and specifications indicated or represented by this drawing as instruments of service are and shall remain the property of SIS Partnership, Inc. and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, design, arrangements or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission and appropriate compensation of the Architect. Written dimension on these drawings shall have precedence over scaled dimensions and the contractor shall verify and be responsible for all dimensions and conditions on the job. The Architect shall not be responsible for construction means, methods, or procedures, or for safety precautions connected with this project.



# **ACTIONS RECOMMENDED**

- 1. Authorize City Manager to Execute Development and Management Agreement**
- 2. Approve Concept Plan and Budget for the Project**



# Questions & Comments

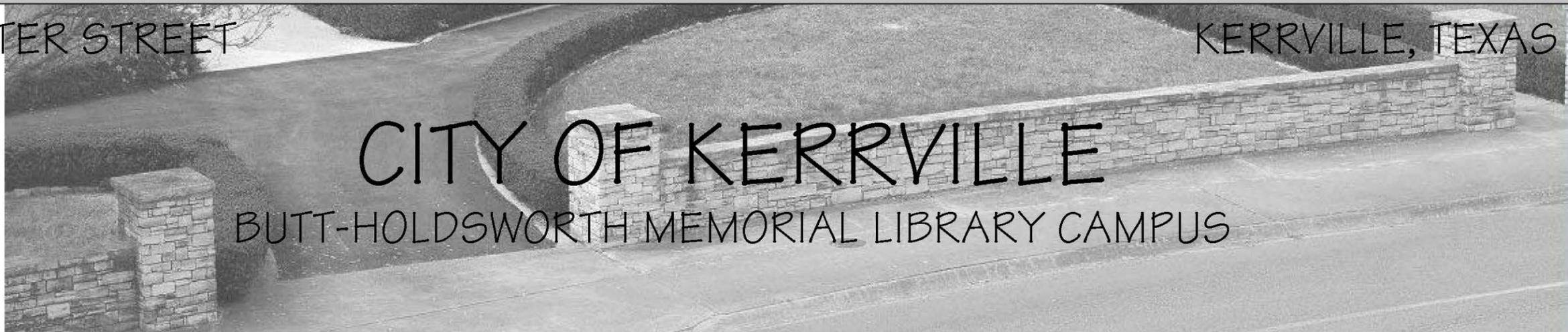




# A.C. SCHREINER HOUSE

529 WATER STREET

KERRVILLE, TEXAS 78028



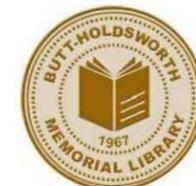
CITY OF KERRVILLE  
BUTT-HOLDSWORTH MEMORIAL LIBRARY CAMPUS

**s | s partnership**  
architects | interiors | planners

806.794.4726  
806.535.7570 (cell)

Post Office Box 290729  
Kerrville, Texas 78029

**OUTPOSTS**  
landscape architecture



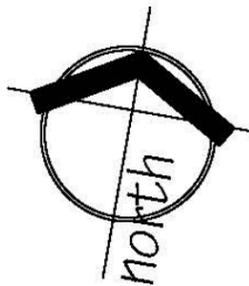
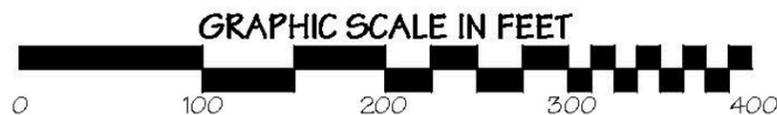
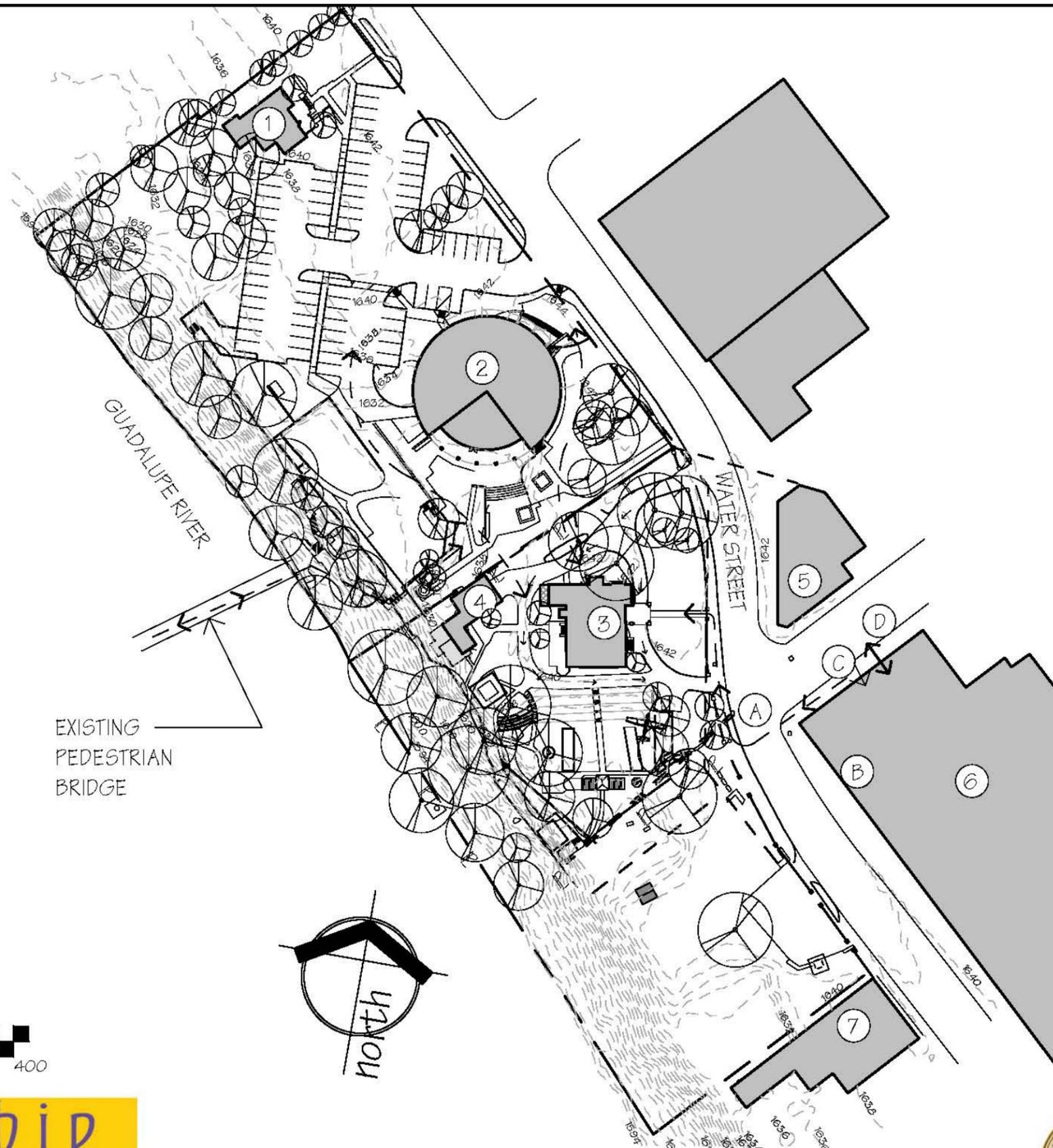
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**SITE NOTES:**

- A. PROPOSED 3-WAY TRAFFIC STOP FOR PEDESTRIAN TRAFFIC USING PARKING GARAGE TO ACCESS CAMPUS
- B. ACCESSIBLE PARKING
- C. PEDESTRIAN GARAGE EXIT
- D. GARAGE VEHICLE ENTRY/EXIT

**LEGEND:**

- 1. KERR REGIONAL HISTORY CENTER
- 2. BUTT-HOLDSWORTH MEMORIAL LIBRARY
- 3. AC SCHREINER HOUSE
- 4. SCHREINER CARRIAGE HOUSE
- 5. VOELKEL ENGINEERING
- 6. DOWNTOWN PARKING GARAGE
- 7. HERRING PRINTING COMPANY



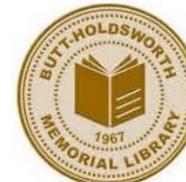
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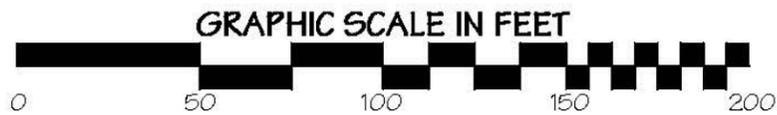
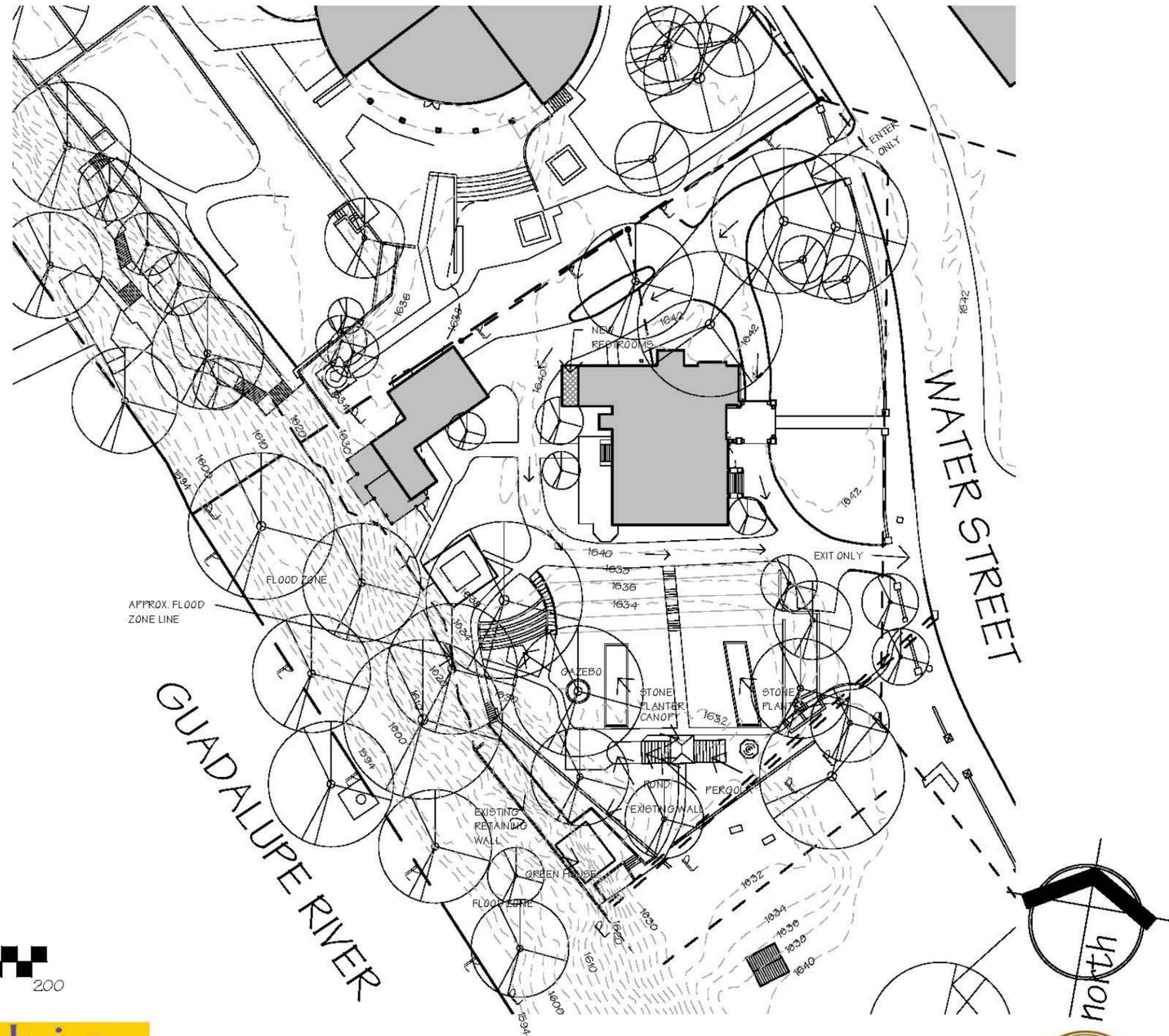
Post Office Box 290729  
Kerrville, Texas 78029

**EXISTING LIBRARY CAMPUS**

SCALE: 1"=100'-0"



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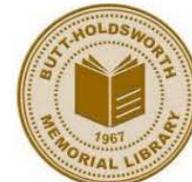
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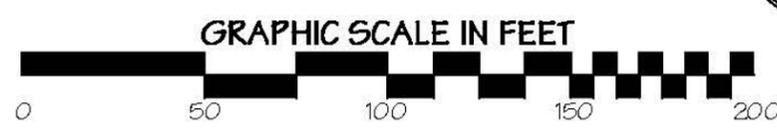
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## EXISTING CENTER SITE PLAN

SCALE: 1" = 50'



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GUADALUPE RIVER

WATER STREET

ENTER ONLY

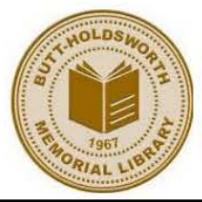
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**EXISTING LIBRARY SITE PLAN**

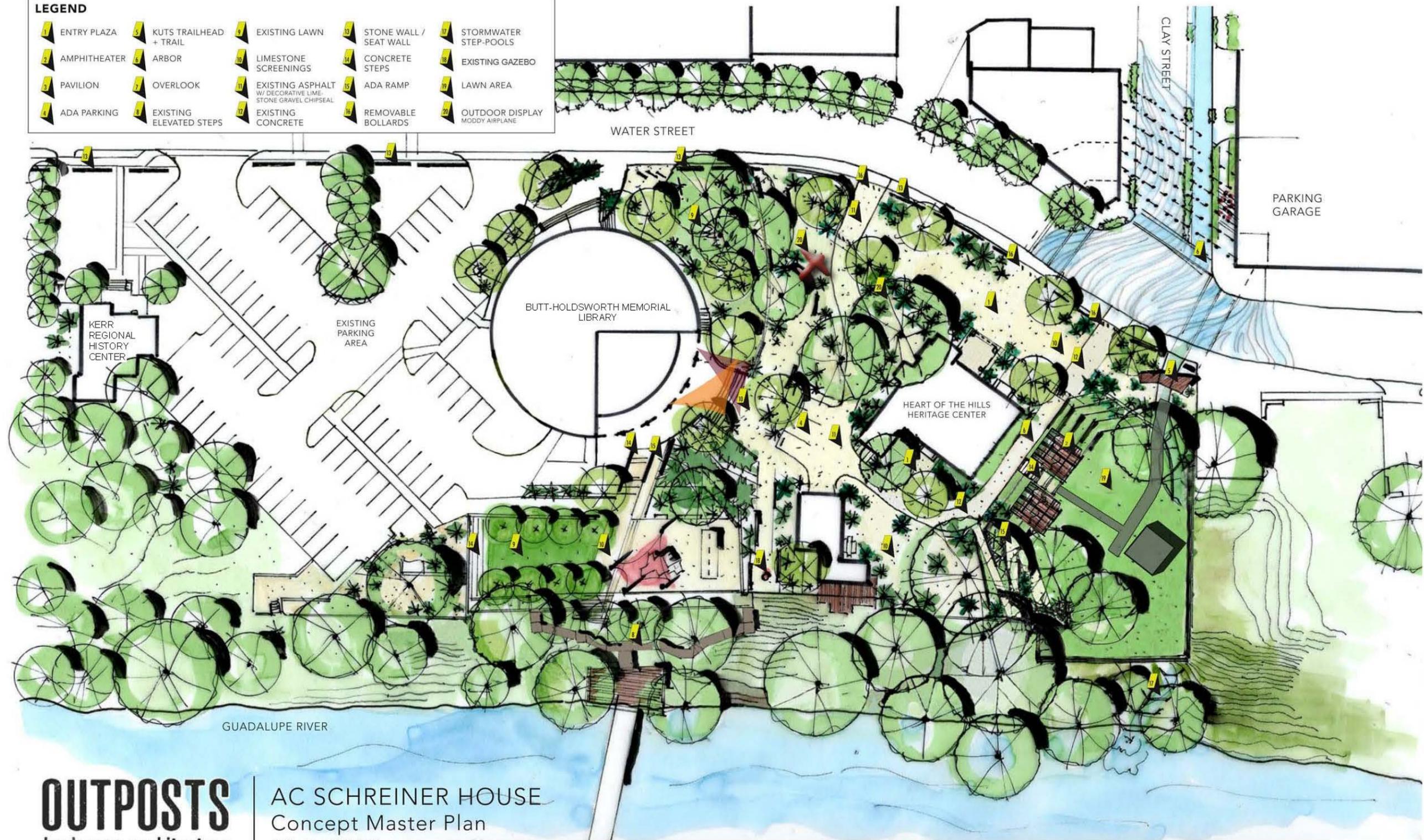
SCALE: 1" = 50'



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**LEGEND**

- |                |                           |  |                           |                                   |
|----------------|---------------------------|--|---------------------------|-----------------------------------|
| 1 ENTRY PLAZA  | 5 KUTS TRAILHEAD + TRAIL  | 9 EXISTING LAWN  | 13 STONE WALL / SEAT WALL | 17 STORMWATER STEP-POOLS          |
| 2 AMPHITHEATER | 6 ARBOR                   | 10 LIMESTONE SCREENINGS                                      | 14 CONCRETE STEPS         | 18 EXISTING GAZEBO                |
| 3 PAVILION     | 7 OVERLOOK                | 11 EXISTING ASPHALT W/ DECORATIVE LIME STONE GRAVEL CHIPSEAL | 15 ADA RAMP               | 19 LAWN AREA                      |
| 4 ADA PARKING  | 8 EXISTING ELEVATED STEPS | 12 EXISTING CONCRETE   | 16 REMOVABLE BOLLARDS     | 20 OUTDOOR DISPLAY MODDY AIRPLANE |



**OUTPOSTS**  
landscape architecture

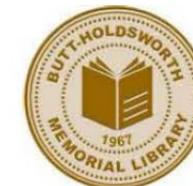
AC SCHREINER HOUSE  
Concept Master Plan  
12.05.2019

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**PROPOSED MASTER SITE PLAN**



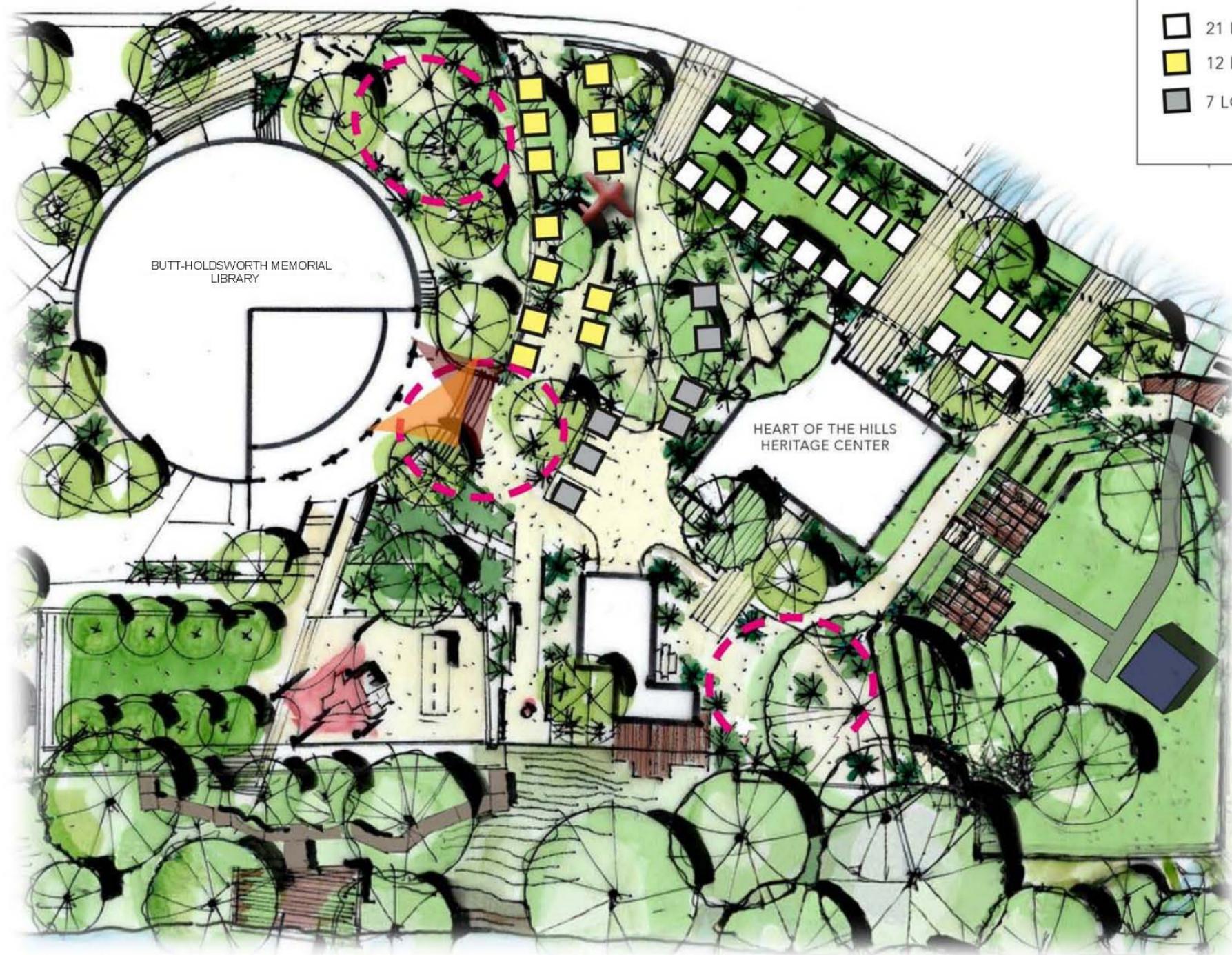
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WATER STREET

**FARMERS' MARKET TENTS**

-  21 LOCATIONS @ ENTRY COURT
-  12 LOCATIONS @ LIBRARY PARK
-  7 LOCATIONS @ FIRELANE DRIVE

-  OUTDOOR DINING / PICNIC AREAS
-  MUSIC PAVILION / AMPHITHEATER



BUTT-HOLDSWORTH MEMORIAL LIBRARY

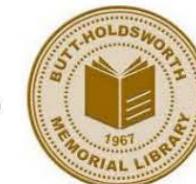
HEART OF THE HILLS HERITAGE CENTER

# ENLARGED SITE PLAN - PROPOSED FARMERS MARKET AND GATHERING PLACES

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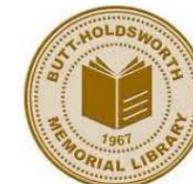


## SITE RENDERING - AMPHITHEATER

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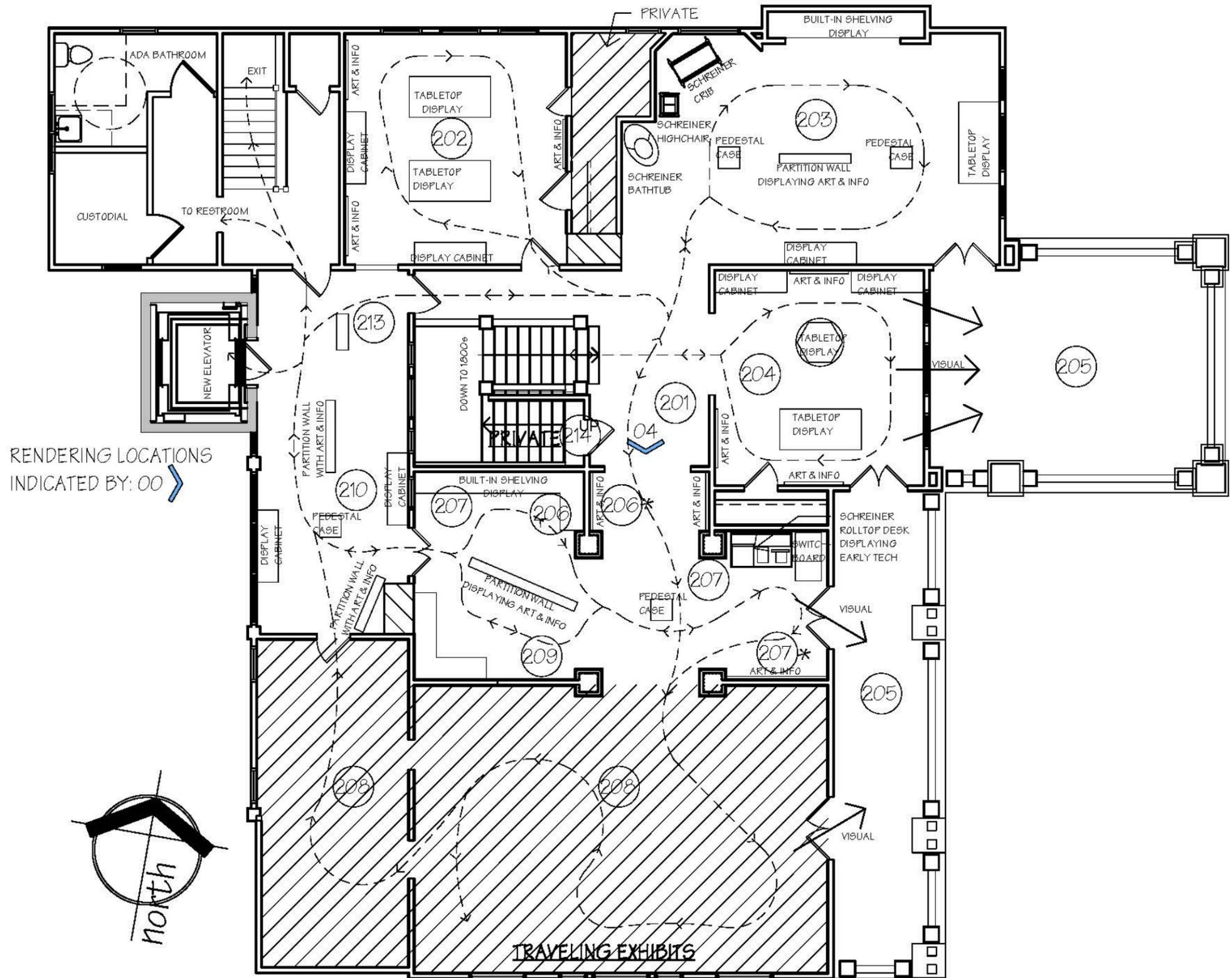


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# EXHIBIT LEGEND: SECOND FLOOR

201	SECOND FLOOR MAP ORIENTATION/ DIRECTIONS / DIRECTORY
202	BUSINESS START UP SECTION - MOONEY AVIATION - PORTALS OF TEXAS - HEB RECORDED HISTORY VIDEOS - JAMES AVERY
203	FAMOUS FAMILIES / CHANGING EXHIBITS - CAILLOUX - SCHREINER - STARKEY - BUTT - AVERY - PETERSON - REAL - ALUD - TIVY - REESE - LACKEY
204	MILITARY SERVICE - 1941 JOINT USAF / NAVY FIELD - WW I & II - LOCAL ASTRONAUTS
205	OUTDOOR STATIC DISPLAYS / VISUAL ONLY
206	SCREWWORM RESEARCH / NOBEL PRIZE / SCIENCE * POSSIBLE SPACE FOR STEM AND LOCAL ASTRONAUTS
207	EARLY TECH / LOCAL ARTISTS & WRITERS * LOCAL ARTISTS: - ACE REID -G. HARVEY -DOBIE -RUSSELL - COOK
208	SPECIAL / ROTATING EXHIBITS
209	MEDICAL HOSPITAL
210	MUSIC / FOLK FESTIVAL / JIMMY ROGERS /ROBERT EARL KEEN
211	NOT USED
212	NOT USED
213	FLOOR INFORMATION / DIRECTORY / MAP ORIENTATION
214	STAFF ONLY



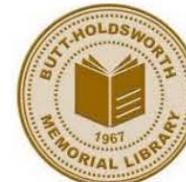
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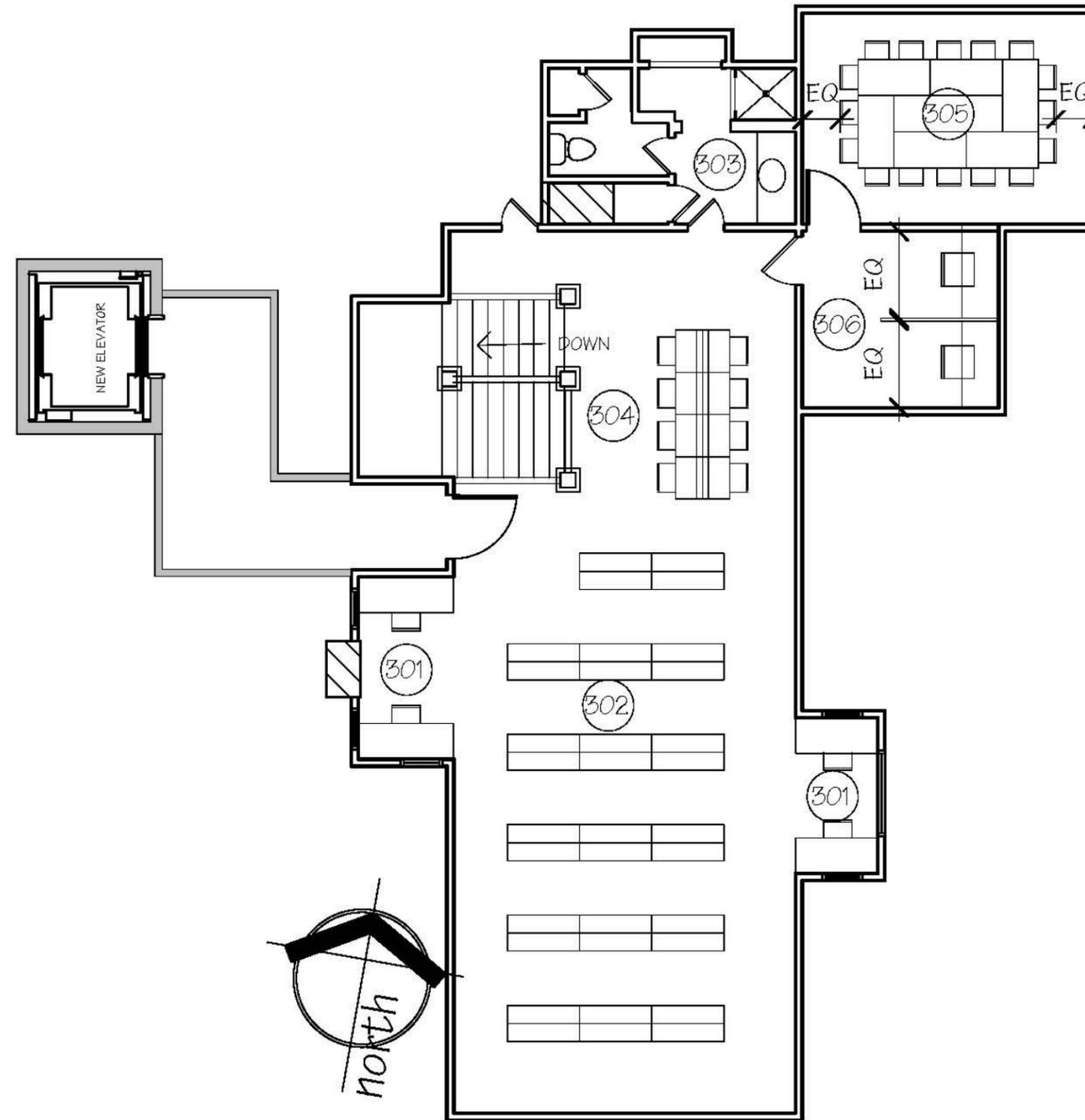
## SECOND FLOOR PLAN - HHHC

SCALE: 1/8" = 1'



# EXHIBIT LEGEND: THIRD FLOOR

301	RESEARCH
302	ARCHIVES/STORAGE
303	EXISTING RESTROOM
304	WORK STATIONS
305	MEETING
306	OFFICES



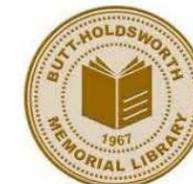
## THIRD FLOOR PLAN - HHC

SCALE: 1/8" = 1'



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Main Entry/Lobby & Orientation

RENDERING VIEW 01

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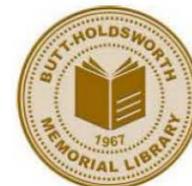
1st Floor: Ranch Life & Railway Exhibit Hall

## RENDERING VIEW 02

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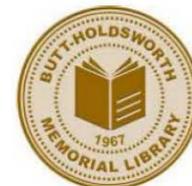
1st Floor, East Side, 1800-1860 History

**RENDERING VIEW 03**

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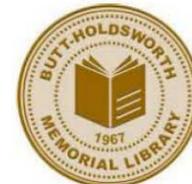
Second Floor: 20th Century/Modernity

RENDERING VIEW 04

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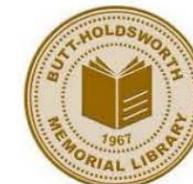
# OPINION OF PROBABLE COST

DIVISION 01	SITE MODIFICATIONS	50,199.00
DIVISION 02	SITE WORK	172,762.00
DIVISION 03	CONCRETE	8,375.00
DIVISION 04	MASONRY	43,936.00
DIVISION 05	METALS	16,071.00
DIVISION 06	CARPENTRY	28,039.00
DIVISION 07	THERM./MOIST. PROTECTION	49,460.00
DIVISION 08	WINDOWS AND DOORS	31,990.00
DIVISION 09	FINISHES	88,085.00
DIVISION 10	SPECIALTIES	16,966.00
DIVISION 11	SITE CIVIL & LANDSCAPING	153,324.00
DIVISION 12	MUSEUM & OFFICE FURNISHINGS	771,960.00
DIVISION 13	SPECIAL CONSTRUCTION	256,250.00
DIVISION 14	CONVEYING SYSTEMS	140,700.00
DIVISION 15	MECHANICAL	104,119.00
DIVISION 16	INTERIOR ELECTRICAL	167,370.00
DIVISION 17	EXTERIOR ELECTRICAL	142,892.00
<b>SUBTOTAL</b>		<b>\$2,242,498.00</b>
GENERAL CONTRACTOR OVERHEAD - 9%		202,026.00
GENERAL CONTRACTOR PROFIT - 8%		179,579.00
PROJECT BONDING - 2%		52,482.00
ARCHITECTURAL FEE - 8%		214,127.00
LIGHTING CONSULTANT, LIFE SAFETY/SECURITY/CODES SPECIALIST - 2%		53,531.00
MECHANICAL, PLUMBING, ELECTRICAL ENGINEERING FEES - 5%		133,829.00
LANDSCAPE ARCHITECT FEES - 2.5%		66,915.00
MUSEUM EXHIBIT DESIGN FEE - 4.1%		109,740.00
PROJECT CONTINGENCY -10%		352,473.00
<b>GRAND TOTAL</b>	<b>\$3,580,200.00</b>	<b>COST PER S.F. \$421.00</b>

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# TOTAL PROJECT BUDGET

Opinion of Probable Cost	\$3,600,000.00
Maintenance Fund	\$400,000.00
Start Up Working Capital & Displays	\$1,000,000.00
<b>Total</b>	<b>\$5,000,000.00</b>



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

**SUBJECT:** Purchase of a 2021 Ford Transit Van in the amount of \$94,207.60 from Ken Stoepel Ford, Waldoch, & KWIKSIGNS, to be used as a Neighborhood Enhancement Vehicle to include library services.

**AGENDA DATE OF:** January 26, 2021      **DATE SUBMITTED:** Oct 21, 2020

**SUBMITTED BY:** Kim Meisner

**EXHIBITS:** [20210126\\_Quote\\_BHML NET Vehicle.pdf](#)  
[20210126\\_PowerPoint\\_NET Vehicle City Council Presentation.pdf](#)

<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$94,207.60		\$94,207.60	15-1500-5200

**PAYMENT TO BE MADE TO:** Ken Stoepel Ford - \$38,167.60, Waldoch - \$53,270.00, KWIKSIGNS - \$2,770.00

<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	C - Community / Neighborhood Character and Place Making
<b>Guiding Principle</b>	C6. Celebrate and honor the character of each neighborhood and its culture. Revitalize neighborhoods and create gathering places within them while avoiding the displacement of citizens and their cultures.
<b>Action Item</b>	C6.7 - Create neighborhood area plans appropriate to the uniqueness of particular parts of the city

**SUMMARY STATEMENT:**

The purpose of the Neighborhood Enhancement Team (NET) is to enhance the quality of life for Kerrville residents' one neighborhood at a time through the concentrated delivery of services and programs provided by the City and others. The addition of the Neighborhood Enhancement Vehicle will be utilized in an outreach capacity to deliver books to homebound residents, support programming outside of the library, provide information to citizens about library and City services and support code enforcement by raising awareness of code and zoning ordinances.

With those objectives in mind, we have met with several vendors to find the best solution to meet our needs. We are proposing the purchase of a 2021 Ford Transit Van that will be converted and outfitted with a generator, outlets, ramp, countertop space and an exterior chalkboard. The van will also be outfitted with a 43 inch TV, and possess Wi-Fi capability.

We will be working with Ken Stoepel Ford for the purchase of the 2021 Ford Transit Van, Waldoch for the conversion, and KWIK SIGNS for the van wrap. The cost of the van will be \$38,167.60, the conversion with the fold-down counter will be \$53,270.00 and the wrap will be \$2,770.00. Total cost will be \$94,207.60.

The Friends of the Library have voted to approve a \$60,000 donation toward the cost of the Neighborhood Enhancement Van. The remainder needed for the purchase (\$34,207.60) will be funded by the Library Memorial Fund. The total time for implementation will be approximately 8 months.

**RECOMMENDED ACTION:**

Approve the purchase of a 2021 Ford Transit Van to be used as a Neighborhood Enhancement Vehicle.

# Ken Stoepel Ford

Date: **11/17/2020 9:06 AM**  
 Salesperson: **Michael Hebert Michael Dawson**  
 Manager: **Scott Schneider**

## FOR INTERNAL USE ONLY

<b>CUSTOMER</b>	<b>CITY OF KERRVILLE</b>	Home Phone: <b>(830) 258-1122</b>
Address :	<b>701 MAIN ST KERRVILLE, TX 78028 KERR CO</b>	Work Phone: <b>(830) 258-1132</b>
E-Mail :		Cell Phone:

<b>VEHICLE</b>			
Stock # :	New / Used : <b>New</b>	VIN :	Mileage : <b>0</b>
Vehicle :	<b>2021 Ford Transit Connect</b>		Color :
Type :	<b>XL Cargo Van</b>		

<b>TRADE IN</b>			
Payoff :	VIN :	Mileage :	
Vehicle :	Color :		
Type :			

Selling Price	38,160.60
Total Purchase	38,160.60
Trade Allowance	
Trade Difference	
Non Tax Fees	7.00
Trade Payoff	
Cash Deposit	
Balance	38,167.60

Customer Approval: \_\_\_\_\_ Management Approval: \_\_\_\_\_  
 By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

# Waldoch

The Leader in Custom Vehicles

13821 Lake Drive  
 Forest Lake, MN 55025  
 (P) 651-464-3215 (F) 651-464-1117  
[kklein@waldoch.com](mailto:kklein@waldoch.com)

# Quote

Quote Number  
 DATE 10/22/20

QUOTE EXPIRATION DATE

NAME	Ken Stoepel Ford	
ADDRESS		
STATE		
ZIP CODE		

DEALER NAME	
DEALER CONTACT	MIKE HEBERT
DEALER NUMBER	

SALESPERSON	YEAR	MAKE	MODEL	COLOR	VEHICLE IDENTIFICATION NUMBER	PAYMENT TERMS
KLEIN	2020	FORD TRANSIT	148 MR			Due on receipt

NOTES:

ITEM #	DESCRIPTION	UNIT PRICE	QTY	PACKAGE SAVINGS	LINE TOTAL
LIFT GATE	INSTALL CANTILEVER STYLE REAR LIFT	\$ 7,800.00	1.00		\$ 7,800.00
AWNING (POWER)	INSTALL POWER AWNING PASS. SIDE W/REMOTE	\$ 2,695.00	1.00		\$ 2,695.00
GENERATOR	ONAN GAS GENERATOR BUILT IN	\$ 5,890.00	1.00		\$ 5,890.00
ELECTRICAL	110W (GFI) OUTLETS W/MAIN BREAKER	\$ 700.00	1.00		\$ 700.00
SHOREPOWER	INST.SHOREPOWER TO EXT.W/30AMP CORD ADAPT.	\$ 450.00	1.00		\$ 450.00
ROOFTOP AC/HEAT UNIT	INST ROOF TOP AC/HEAT UNIT	\$ 2,790.00	1.00		\$ 2,790.00
CARGO MANAGEMENT	D-RINGS AND L-TRACK TO SECURE CARGO	\$ 300.00	1.00		\$ 300.00
BOOK CARTS	ROLLING CARTS FOR BOOK TRANSPORT	\$ 375.00	3.00		\$ 1,125.00
MOBILE HOTSPOT (WIFI)	ADD WIFI TO VAN/CUST RESP. FOR ACTIVATION	\$ 600.00	1.00		\$ 600.00
LIGHTING	INST LED LIGHTING W/FRONT AND BACK SWITCHES	\$ 425.00	1.00		\$ 425.00
SHELVING/DESK	PER SPEC BUILD ALL SHELVES AND DESK	\$ 5,400.00	1.00		\$ 5,400.00
FLOORING	INST ALTRO VINYL FLOORING/REAR CARGO AREA	\$ 1,200.00	1.00		\$ 1,200.00
TV / MOUNT	INSTALL MOUNT FOR 43" TV ON PASS SLIDER	\$ 3,900.00	1.00		\$ 3,900.00
	(OUTDOOR LED 4K TV)				\$ -
DR SIDE SERVICE WINDOW	SEE PICTURE	\$ 19,995.00	1.00		\$ 19,995.00
					\$ -

TOTAL SAVINGS \$ -

Quotation prepared by: \_\_\_\_\_

I hereby authorize conversion and/or repair work to be done as described. I agree to pay cash on delivery of vehicle or on satisfactory terms to you, and until paid in full it shall constitute a mechanics lien on the vehicle. I also agree that you will not be held responsible for vehicle or articles in case of fire, theft, accidents or any other cause beyond your control. I grant you and the employees of Waldoch Crafts permission to operate the vehicle for the purpose of testing and/or inspection.

To accept this quotation, sign here and return: \_\_\_\_\_

SUBTOTAL	\$ 53,270.00
TAX RATE	
SALES TAX	
DELIVERY	
TOTAL	\$ 53,270.00

Thank you for your business

**KWIKSIGNS**

1204, Sidney Baker South  
Kerrville, TX 78028 US  
830-890-5100  
jesse@goksigns.com  
www.goksigns.com

**Estimate**



ADDRESS
City of Kerrville

SHIP TO
City of Kerrville Butt Holdsworth Memorial Library

ESTIMATE #	DATE	
1115	10/26/2020	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Wrap</b>	Full Ford Transit Van Wrap 148" Wheel base - materials	1	1,345.00	1,345.00
	<b>Design</b>	Included: design, installation and One Year Warranty. Roof NOT included	1	1,425.00	1,425.00

TOTAL **\$2,770.00**

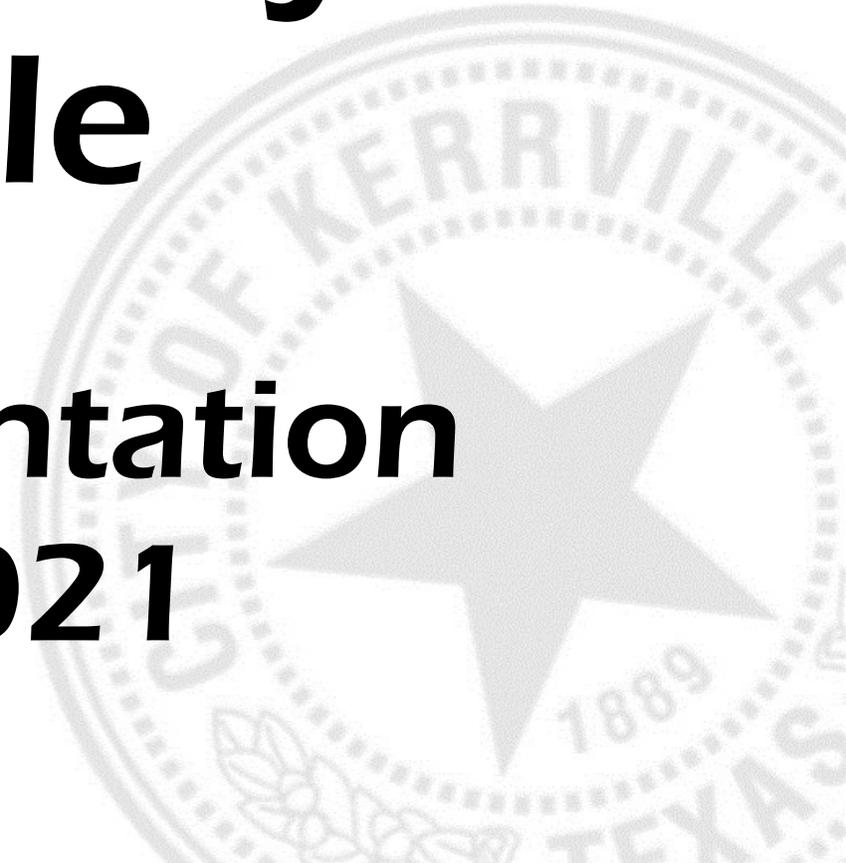
Accepted By

Accepted Date



***Butt-Holdsworth  
Memorial Library  
NET Vehicle***

***City Council Presentation  
January 26, 2021***





# Neighborhood Enhancement Team

## **Purpose**

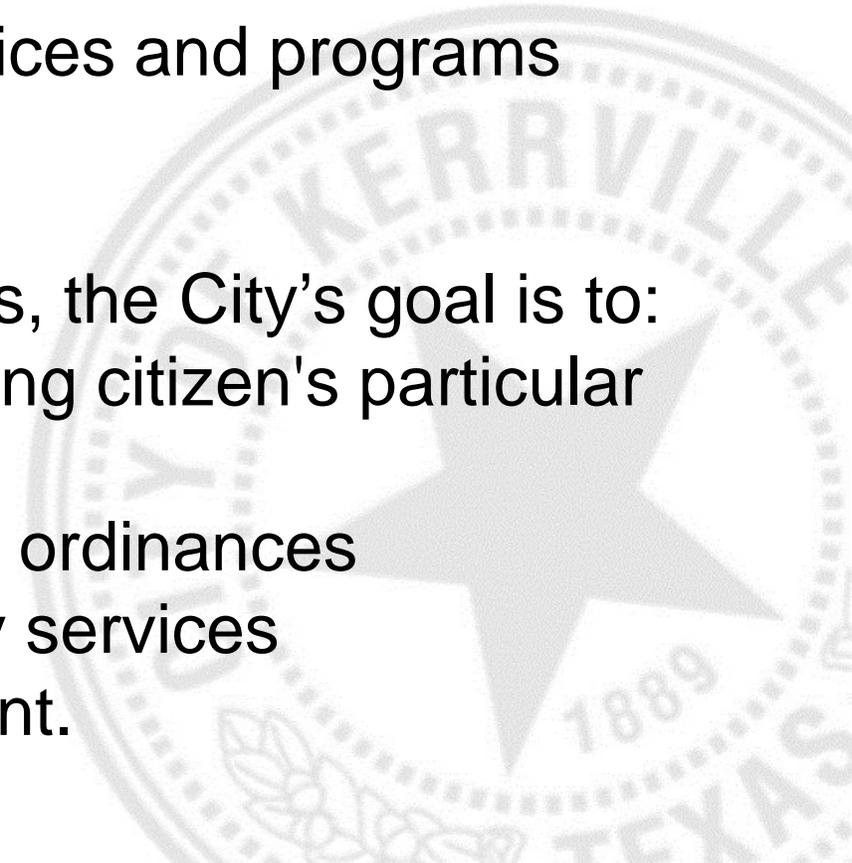
- Enhance the quality of life for Kerrville resident's one neighborhood at a time.

## **How will we do this?**

- Through the concentrated delivery of services and programs provided by the City and others.

## **Goal**

- Working in partnership with neighborhoods, the City's goal is to:
  - Strengthen neighborhoods by addressing citizen's particular concerns
  - Raising awareness of code and zoning ordinances
  - Providing information on accessing city services
  - Promoting a clean and safe environment.





# Kerrville 2050

## Key Priority Area:

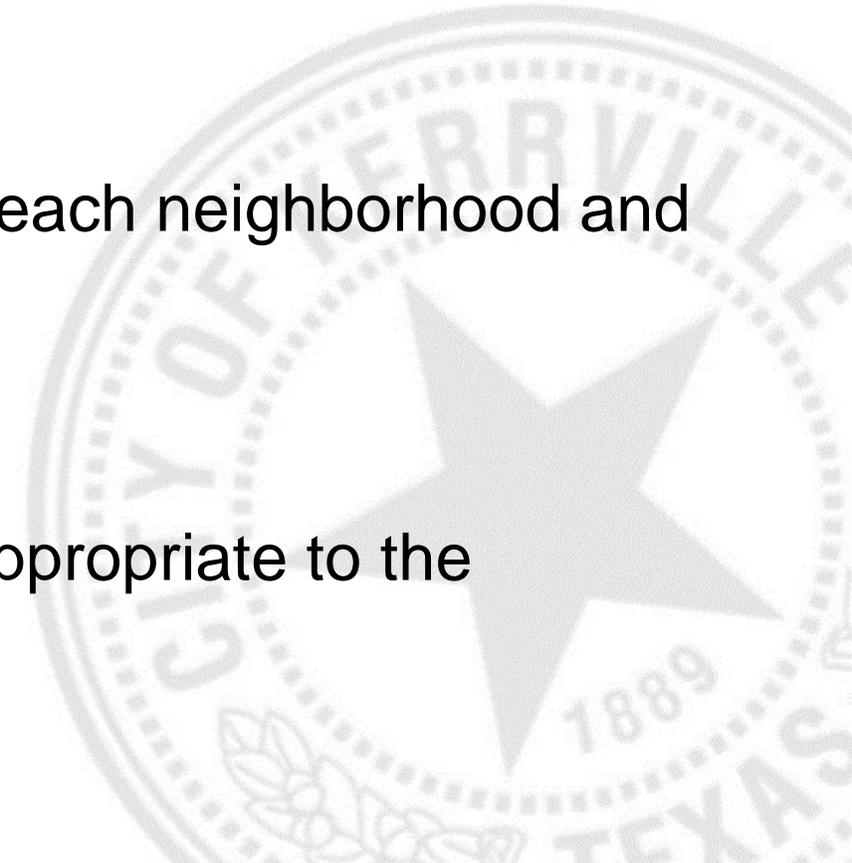
- C – Community/Neighborhood Character and Place Making

## Guiding Principle:

- C6. Celebrate and honor the character of each neighborhood and its culture. Revitalize neighborhoods...

## Action Item:

- C6.7 – Create neighborhood area plans appropriate to the uniqueness of particular parts of the city.





# Library

The NET Vehicle is a library on wheels!

- Library card sign-ups at schools and community events
- Homebound delivery of books and materials
- Provide services and programs within neighborhoods
- Bookmobile
- Special events
- Support other departments
- Provide information





# NET Vehicle Features

The NET Vehicle will be equipped with the following:

- Generator
- 43" TV
- Wi-Fi enabled
- Outlets
- Fold-Down Countertop
- Ramp
- Shelving
- Exterior Chalkboard



# Renderings - Exterior



# Renderings - Exterior





# Renderings - Exterior

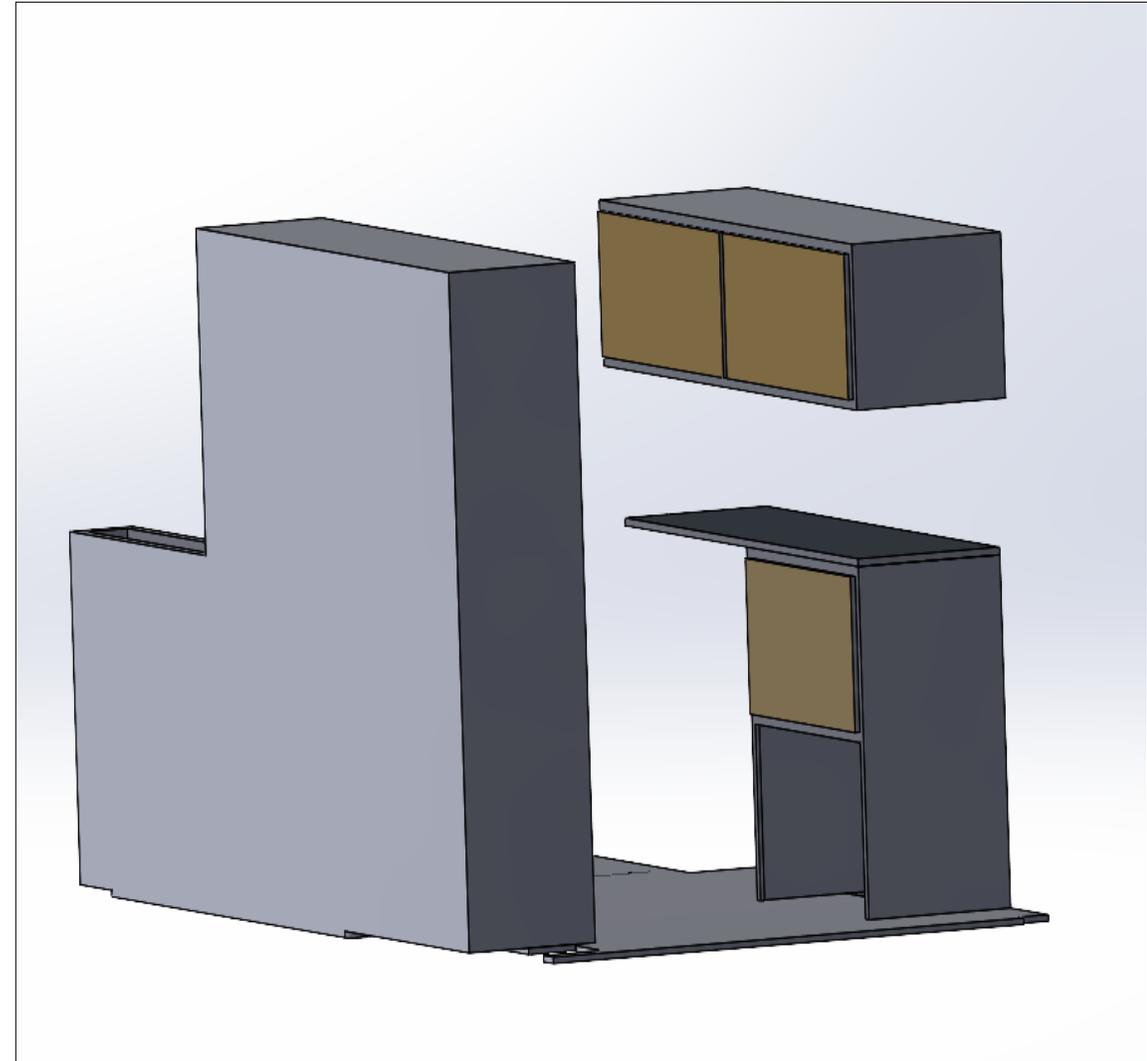
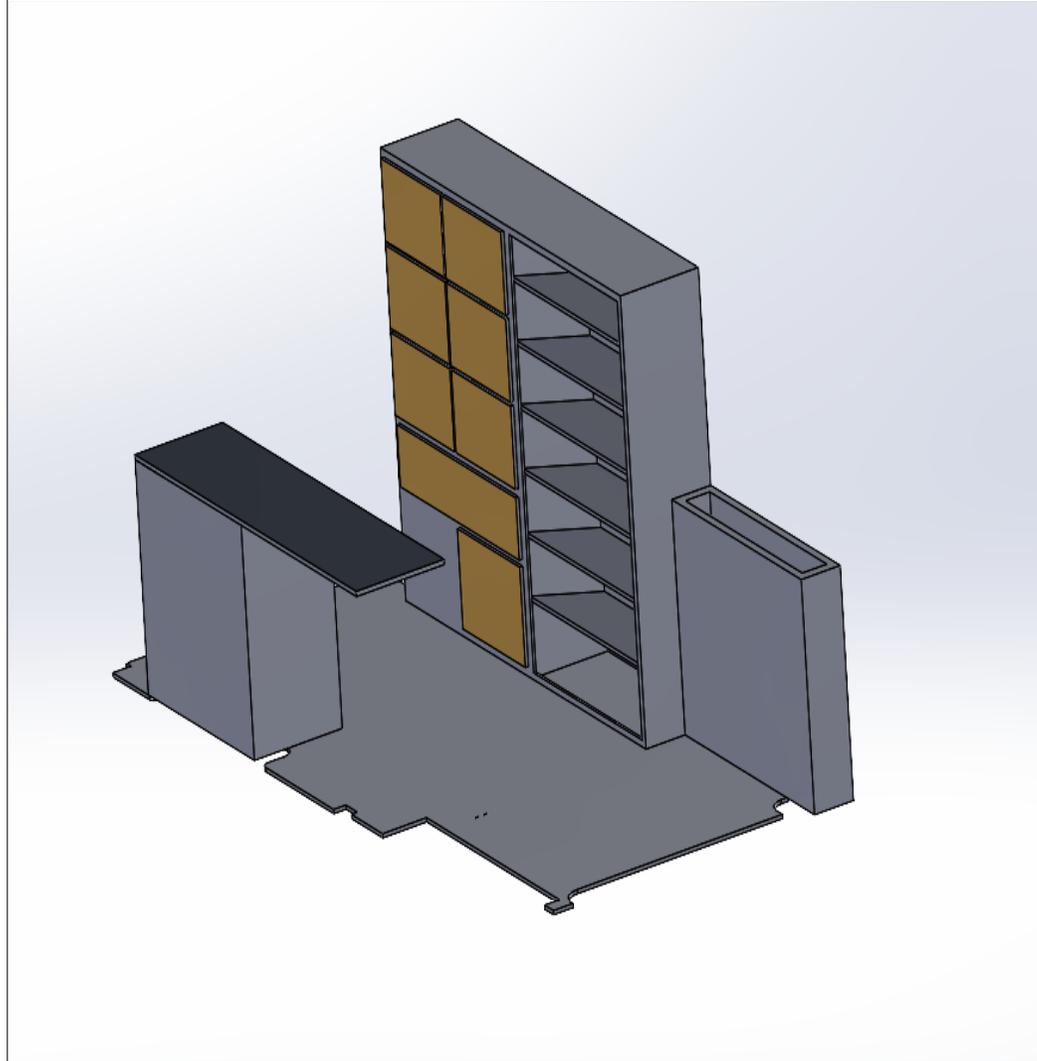


# Renderings - Exterior





# Renderings - Interior



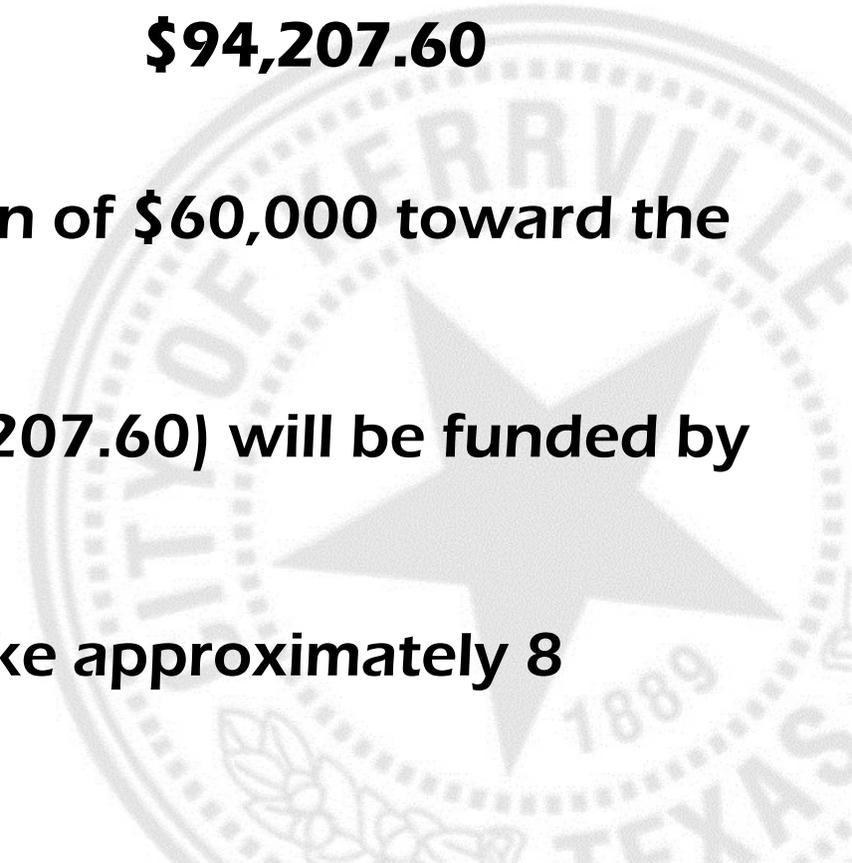
# Cost

<b>2021 Ford Transit Van (Ken Stoepel Ford)</b>	<b>\$38,167.60</b>
<b>Conversion (Waldoch)</b>	<b>\$53,270.00</b>
<b><u>Exterior Wrap (KWIKSIGNS)</u></b>	<b><u>\$ 2,770.00</u></b>
<b>Total</b>	<b>\$94,207.60</b>

**The Friends of the Library approved a donation of \$60,000 toward the cost of the NET Vehicle.**

**The remainder needed for the purchase (\$34,207.60) will be funded by the Library Memorial Fund.**

**The build and customization of the van will take approximately 8 months.**





# **Questions?**





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

**SUBJECT:** Professional Service Agreement with Freese and Nichols, Inc. to update the City of Kerrville Water & Wastewater Master Plan.

**AGENDA DATE OF:** January 26, 2021      **DATE SUBMITTED:** Jan 19, 2021

**SUBMITTED BY:** Stuart Barron

**EXHIBITS:** [20210126\\_Scope\\_Water Wastewater Master Plan Update.pdf](#)

<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$428,840	\$430,000	\$430,000	71-20003

**PAYMENT TO BE MADE TO:** Freese and Nichols, Inc.

<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	W - Water / Waste-Water / Drainage
<b>Guiding Principle</b>	W5. Update and maintain the City's long-range plan for wastewater management, addressing and prioritizing infrastructure needs and identifying funding sources
<b>Action Item</b>	W5.1 - Update the City's wastewater master plan to identify CIP solutions

**SUMMARY STATEMENT:**

In the Kerrville 2050 Comprehensive Plan the community recognized the importance of periodic updates to the City of Kerrville Water and Wastewater Master Plans, as they are essential planning tools that help align future public water and wastewater infrastructure development and rehabilitation with the community's future vision for anticipated growth and redevelopment. The community last adopted an update to the Water and Wastewater Master Plans in 2012, and numerous capital projects have been completed since then. An update to the Water and Wastewater Master Plans will help align future capital project investments with the strategic catalyst areas that were identified via the Kerrville 2050 planning process.

The Water and Wastewater Master Plans differ from two other recently adopted community planning efforts, the City of Kerrville Long Range Water Supply Plan and the

City of Kerrville Stormwater Master Plan. The Long Range Water Supply plan is a 100-year plan that focuses on raw water supply for the community as it grows, such as new wells in local aquifers and the surface water rights of the Guadalupe River, versus the Water Master Plan that primarily focuses on the various treatments of raw water to turn it into potable water and the distribution system of that treated water across the community. In addition, the Wastewater Master Plan takes into account the collection system and treatment of sewer water generated by residences and businesses, as compared to the Stormwater Master Plan that looks at the collection of natural rain water in creeks and streams that eventually drain locally into the Guadalupe River.

The proposed scope of the Water and Waste Master Plans includes:

An update of the water and wastewater model (also incorporating new development and redevelopment that has occurred since the last update in 2012).

Temporary flow monitoring to acquire real-life data.

Updated water demand and wastewater flow projections.

Hydraulic modeling and system analysis.

Condition/rehabilitation assessment of existing infrastructure.

A prioritized Capital Improvement Plan.

Additional Services/Analysis as needed.

The scope of work was presented in a public meeting at the City Council Worksession on Tuesday, January 19th. A subsequent Professional Service Agreement has been drafted with Freese and Nichols, Inc. to accomplish the Water and Wastewater Master Plan effort over the next 12-18 months (attached).

**RECOMMENDED ACTION:**

Authorize the City Manager to finalize and execute a Professional Service Agreement with Freese and Nichols to update the City of Kerrville Water & Wastewater Master Plan.

**EXHIBIT “A”**  
**City of Kerrville**  
**Water and Wastewater Master Plan Update**

Project Understanding

Freese and Nichols, Inc. (FNI) understands that the City of Kerrville (City) is seeking engineering services for performing a Water and Wastewater Master Plan Update. The City completed a long-range water supply plan and the *Kerrville 2050* Comprehensive Plan in 2018. These two studies will serve as the basis for population and land use projections for the water and wastewater master plan. In addition to growth-related capacity analysis, this master plan will also include a risk-based assessment of water and wastewater infrastructure. Condition and criticality will be evaluated to prioritize system renewal needs. A comprehensive capital improvements plan (CIP) will be developed that consists of projects needed to accommodate growth as well as projects that address condition and aging infrastructure.

**Scope of Services**

**Task A: Project Management**

**A1. Administration**

Perform general administration duties for the project, including progress meeting scheduling, general correspondence, office administration, and monthly invoicing.

**A2. Project Kickoff Meeting**

FNI will meet with the City to review the scope, project team, and schedule. A data request memorandum will be presented and discussed. The data request memorandum will include:

- Operating data for the past 3 years
- Water distribution and wastewater collection system GIS data
- Lift Station inventory and operations data
- Utility billing data
- Water use records
- SCADA records
- Other pertinent data

**Task B: Water Model Update**

**B1. Update Water Model Network**

FNI will update the water model using current water system GIS data. Recently constructed pipelines and new facility information will be entered in the model. The modeled pipes will be reduced as much as possible to limit the number of links.

**B2. Update Water Demand Allocation**

FNI will utilize data from the City's billing system database to allocate existing demands throughout the service area to the water model. The data will consist of metered usage fields for active customer accounts. The meters will be spatially located in GIS so that the associated water usage can be assigned to the appropriate model node.

**B3. Update Diurnal Demand Curves for Each Pressure Plane**

FNI will utilize SCADA records and operator logs to update diurnal demand curves representing existing 24-hour water usage patterns within each pressure plane.

**B4. Conduct Temporary Pressure Testing**

FNI will identify locations for field testing based on model calibration needs and areas of concern from City. Up to sixteen (16) temporary pressure recorders will be provided by FNI. Procedures for field testing will be prepared showing proposed location of testing, duration of testing, required SCADA data during testing period, and assistance from water utility department.

**B5. Conduct EPS Model Validation**

FNI will conduct a 24-hour extended period simulation model validation by adjusting c-factors, peaking factors, diurnal curves, and demand distribution until modeling results match the field pressure measurements and pump/tank operation. FNI will provide comparison graphs and mapping to document model calibration results.

**Task C: Wastewater Flow Monitoring and Data Analysis**

**C1. Data Collection and Preparatory Work**

FNI will collect and review existing City information to identify monitoring sites. Field reconnaissance of the metering sites will be performed to determine the suitability for monitoring based on hydraulics and accessibility during rainfall periods. The selected sites will be utilized to define the flow monitoring basin boundaries.

**C2. Temporary Flow Meter Installation, Calibration, Data Collection**

FNI will install and calibrate twelve (12) temporary velocity/depth type flow meters and two (2) rainfall gauges at the agreed upon locations. Temporary flow meters shall remain in place for forty-five (45) days.

**C3. Flow Data Analysis and Evaluation**

FNI will generate raw field monitoring data and tabulate 15-minute flow, depth, and velocity data for the entire flow monitoring period. Flow hydrographs and scattergraphs for the flow monitoring period will be developed. Flow data will be analyzed for average dry weather flow, peak dry weather flow, and wet weather peak flow rates. Flow data will be compared with rainfall data to determine amount of inflow/infiltration experienced during observed storm events in each flow monitor basin.

**C4. Flow Monitoring Report**

FNI will prepare a report documenting the results of the temporary flow monitoring. The report will include flow monitoring results and analysis, development of dry and wet weather flow parameters by sewer basin and meter sites, as well as level of infiltration/inflow throughout City. One electronic PDF copy of the report will be submitted to the City.

**Task D: Wastewater Model Update**

**D1. Wastewater System Model Conversion and Update**

FNI will convert the City's existing wastewater collection system hydraulic model to the InnoVize InfoSewer software platform, since H2OMAP Sewer is no longer being supported by InnoVize. FNI will utilize the most recent wastewater GIS data to update the hydraulic model. FNI will review as-built drawings and operational data provided by the City to obtain physical data (wet well dimensions, pump curves, force main material and pressure rating, etc.) to accurately represent lift station facilities within the hydraulic model.

**D2. Wastewater Basin Delineation**

FNI will review and update the wastewater basin delineation using GIS data and ground contour mapping. FNI will develop wastewater subbasin delineation representing temporary flow monitoring basins and geographical areas within each sewer basin.

**D3. Spatially Distribute Existing Wastewater Flow into the Model**

FNI will utilize the geocoded water meter billing data from Task B1 to spatially distribute existing wastewater flows to the nearest model manhole. Large commercial or industrial customers will be queried from the water meter billing data and allocated as a point load within the model as necessary.

**D4. Dry Weather Calibration**

Develop flow meter schematic showing which wastewater basin and monitored subbasins feed into each wastewater interceptor for model analysis and data output review. Perform dry weather model calibration for selected observed dry weather flow period by adjusting wastewater loading within hydraulic model. FNI shall prepare mapping and profiles at selected calibration points showing observed vs. modeled predicted dry weather flow, velocity, and depth values.

**D5. Wet Weather Calibration**

Review flow meter data and select observed rainfall event with sufficient data for wet weather calibration. Perform wet weather calibration on selected rainfall events by adjusting wastewater loading within hydraulic model. FNI shall prepare mapping and profiles at selected calibration points showing observed vs. modeled predicted wet weather flow, velocity, and depth values.

**D6. Progress Meeting #1: Model Updates and Calibration**

FNI will meet with the City to discuss the results of the water and wastewater model updates. Flow monitoring data will also be presented and discussed.

**Task E: Water Demand and Wastewater Flow Projections**

**E1. Workshop #1: Proposed Land Use Assumptions and Projections**

FNI will meet with the City to discuss the existing land uses and results of the City's Comprehensive Plan. FNI will solicit input from City staff on potential locations of future development within the water and wastewater service areas.

**E2. Update Land Use Assumptions for 5-year, 10-year and 20-year Conditions**

FNI will utilize the City's Comprehensive Plan and other resources to develop land use assumptions for 5-year, 10-year and 20-year planning periods within the water and wastewater service areas.

**E3. Review Historical Water Usage and Wastewater Flows**

FNI will obtain and evaluate historical water usage and wastewater flow data to develop per-capita usage trends and calculate peaking factors. Data from the 2018 Long Range Water Supply Plan will also be reviewed. This data will be used to select design criteria for projecting future water demands and wastewater flows.

**E4. Develop and Distribute Water Demand Projections**

FNI will develop water demand projections for 5-year, 10-year, and 20-year conditions using the land use assumptions developed as part of this study and selected design criteria. FNI will distribute water demands throughout the service area based on the future population distribution.

**E5. Develop and Distribute Wastewater Flow Projections**

FNI will use the updated land use assumptions and flow monitoring results to develop future wastewater flows for 5-year, 10-year and 20-year projections. FNI will develop the wastewater flows utilizing per capita flow, peaking factors, and Infiltration/Inflow (I/I) values in accordance with TCEQ guidelines and wastewater system planning best practices. FNI will distribute future wastewater flows throughout each sewer basin based on the future population distribution.

**E6. Conference Call to Review Water Demand and Wastewater Flow Projections**

Conduct a conference call meeting with the City to present assumptions, methodology, and water demand and wastewater flow projections for 5-year, 10-year and 20-year planning periods within the water and wastewater service areas.

**Task F: Existing and Future System Hydraulic Analyses**

**F1. Perform Modeling of Existing Water System**

FNI will conduct extended period simulation (EPS) modeling of the existing water system for maximum day operating conditions to determine capacity and deficiencies within the existing water system. FNI will conduct a steady-state fire flow model run under existing maximum day demand conditions. Mapping and model results showing minimum pressures and available fire flow will be prepared to document the analyses.

**F2. Develop Future Water Model Scenarios**

FNI will develop model scenarios for 5-year, 10-year, and 20-year planning periods. Extended period simulations with average day and maximum day demand conditions will be modeled. Operational controls for pump stations will be developed and input in the model.

**F3. Identify Future Water System Improvements**

Utilizing model results from the future planning period scenarios, FNI will develop improvements to adequately serve existing and future water demands. Improvements required to resolve existing system deficiencies and to provide service to undeveloped portions of the water service area will be included. FNI will develop mapping showing improvements required for 5-year, 10-year and 20-year planning periods.

**F4. Water Age Modeling**

FNI will conduct water age modeling for up to three (3) operational/demand scenarios and develop water age mapping of results.

**F5. Existing Collection System Evaluation**

FNI will perform wastewater model simulations with under peak wet weather flow conditions to identify existing surcharging, model predicted SSO locations, and other capacity/restriction issues. Mapping and model results showing all surcharging and overflow locations will be prepared to document the analyses.

**F6. Determine Available LUEs by Lift Station**

FNI will evaluate existing capacity of each lift station and determine the available capacity during peak wet weather conditions. LUE calculations will be determined by the City's design criteria.

**F7. Develop Future Wastewater Model Scenarios**

FNI will develop model scenarios for 5-year, 10-year and 20-year conditions. FNI will perform wastewater model simulations during the peak wet weather to determine the wastewater system performance. An evaluation of special structures and lift stations for each planning period will also be conducted.

**F8. Develop Wastewater Collection System Improvements for Each Planning Period**

Utilizing model results from the future planning period scenarios, FNI will develop improvements to eliminate excessive surcharging and model predicted SSOs in the wastewater system. Improvements required to resolve existing system deficiencies and to provide service to undeveloped portions of the wastewater service area will be included. FNI will develop mapping showing improvements required for 5-year, 10-year and 20-year planning periods.

**F9. Progress Meeting #2: Existing System Capacity Analysis**

FNI will meet with the City to discuss the results of the existing water and wastewater system analysis. Design criteria for future system analysis will also be discussed.

**F10. Workshop #2: Review Water and Wastewater System Improvements**

FNI will meet with the City to discuss the water and wastewater system improvements. Documentation of the analysis may include pumping and storage calculations, charts showing modeling results, system mapping, and model output files. FNI will solicit comments from City staff and address any required changes to the water and wastewater system analysis.

**Task G: Risk Based Condition Assessment**

**G1. Compile Asset Inventory**

FNI will compile a comprehensive list of all water and wastewater facilities. FNI will collect available information on each facility, including location, date of construction, capacity, and other pertinent data.

**G2. Develop Condition and Criticality Parameters for Facilities and Linear Assets**

In consultation with City staff, FNI will develop condition and criticality prioritization scoring criteria. Potential condition scoring parameters are age, pipeline material, history of repairs, and functionality of facility components (i.e. mechanical, structural, electrical, etc.). Potential criticality scoring parameters are number of customers served, environmental impact, high impact customers, redundancy, and access.

**G3. Conduct Facility Site Visits**

FNI will conduct two days of site visits with City staff to selected water and wastewater system facilities including pump stations, storage tanks and lift stations. The purpose of the site visits is to collect data on existing facilities and evaluate the various components. Condition scores will be assigned based on visual observations and discussions with operations staff during the site visit. The site visits do not include detailed performed testing of equipment.

**G4. Perform Risk Based Condition and Criticality Scoring**

FNI will utilize the results of the site visits to assign condition and criticality scores to selected water and wastewater system facilities. Pipelines will also be assessed based on available GIS data and maintenance history. An overall risk matrix and mapping will be developed that characterizes high risk assets.

## **G5. Prioritize Rehabilitation Projects**

FNI will utilize the scoring system results to develop and prioritize rehabilitation projects. FNI will provide phasing of improvements and an outline of a potential schedule and cost for rehabilitation and/or replacement of aging facilities and reasons to implement rehabilitation or replacement. Planning level cost estimates will be calculated and summarized based on the prioritized rehabilitation projects. Rehabilitation projects identified as part of this study as well as the treatment plant rehab projects identified as part of the previous master plans will be included in the overall water and wastewater system CIP.

## **Task H: Capital Improvements Plans and Master Plan Report**

### **H1. Develop Capital Improvements Plan**

Prepare a capital improvements plan with prioritization list of rehabilitation recommendation and growth-related system improvements. FNI will develop costs for each proposed water and wastewater system CIP project in Year 2021 dollars including engineering and contingencies. Large scale city-wide maps will be produced showing proposed projects and recommended in-service dates of proposed projects. Project write-ups for recommended improvements will also be prepared.

### **H2. Workshop #3: Water and Wastewater System Capital Improvements Plan**

FNI will meet with City personnel to discuss the Draft Capital Improvements Plan. FNI will revise CIP according to comments and recommendations from City.

### **H3. Draft Water and Wastewater Master Plan Report**

FNI will prepare separate reports for water and wastewater that summarize the methodology and results of the Water and Wastewater Master Plan. FNI will submit an electronic PDF file of the draft reports to the City for review.

### **H4. Meeting with City to Review Draft Master Plan Report**

FNI will meet with the City to discuss the Draft Water and Wastewater Master Plan Report. Comments will be solicited and incorporated into the Final Water and Wastewater Master Plan Report.

### **H5. Final Water and Wastewater Master Plan Report and Presentation**

FNI will address City comments and submit fifteen (15) copies and a PDF file of the final Water Master Plan Report and the Wastewater Master Plan Report to the City. FNI will also prepare a PowerPoint presentation summarizing the results of the Water and Wastewater Master Plan. FNI will conduct up to two (2) City Council presentations related to the Water and Wastewater Master Plan.

**Task I: Wholesale Wastewater Service at our Western Most Boundary – Cost of Service**

**I1. Determine Ingram Flow**

FNI will evaluate historical wastewater flows from the City of Ingram to determine the average annual flow to be used in the cost-of-service calculation.

**I2. Cost-of-Service Calculation**

FNI will develop the annual revenue requirements to serve the City of Ingram as a wholesale customer based upon the most recent actual historical costs. These revenue requirements will be assigned to the appropriate cost categories and allocated to the wholesale customer based on the wastewater flows and loading strength contribution to the City of Kerrville’s system.

**Task J: Impact Fee Calculations**

**J1. Conduct Capacity Analysis**

FNI will utilize the hydraulic models to analyze proposed projects for impact fee eligibility. A percent utilization will be calculated to identify the portion of the project needed to serve the 10-year growth.

**J2. Calculate Impact Fee Eligible Project Costs**

Project costs developed as part of Task H1 will be utilized to determine the impact fee eligible costs based on the 10-year utilization percentages. FNI will compile a list of projects and associated costs to be included in the maximum allowable impact fee calculations.

**J3. Develop Service Unit Equivalentents**

FNI will utilize equivalent capacity of water meters to establish the service unit equivalentents (SUEs) for both existing and 10-year growth conditions. The City will provide a list of active water meters by size for the analysis.

**J4. Calculate Maximum Allowable Impact Fees**

FNI will develop maximum allowable water and wastewater impact fees using the 50% credit method. The City will provide information on financing costs to be included in the calculations. This task does not include any procedural steps to officially implement or adopt impact fees.

**Task K: Evaluation of Integrating Neighboring Utilities**

**K1. Calculate Water Demands or Wastewater Flows**

FNI will collect data and calculate water demands or wastewater flows for neighboring water or wastewater system to be evaluated for integration into the City’s system. Assumptions for population and existing service will be made to estimate existing water demands or wastewater flows. Future demands or flows will not be calculated.

**K2. Identify Integration Improvements**

FNI will evaluate the location and proximity of system to be integrated and identify system improvements needed to connect the neighboring system to the City’s infrastructure. Impacts to facilities within the City’s system will also be evaluated, such as pumping, storage, and treatment capacity.

**K3. Determine Cost of Integration**

FNI will prepare planning-level cost estimates for the integration improvements.

**K4. Prepare Memorandum**

FNI will prepare a memorandum to document the evaluation. An electronic PDF file of the memorandum will be submitted to the City.

**Schedule**

FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

<b>Deliverable</b>	<b>Months from Notice to Proceed</b>
Draft Water and Wastewater Master Plan Report	16 months
Final Water and Wastewater Master Plan Report	18 months

If FNI’s services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc.

## **Compensation**

Compensation to FNI for the Basic Services shall be the lump sum of \$428,840. Compensation to FNI for supplemental services shall be lump sum by task for a total of \$63,020. Supplemental services will not be used unless authorized by the City. If FNI sees the Scope of Services changing so that additional services are needed FNI will notify City for City’s written approval before proceeding.

A breakdown of major task items and their associated costs are as follows:

### **Water and Wastewater Master Plan Fee Estimate**

Task A	Project Management	\$15,940
Task B	Water Model Update	\$22,660
Task C	Flow Monitoring and Data Analysis	\$86,200
Task D	Wastewater System Model Update	\$27,390
Task E	Water Demand and Wastewater Flow Projections	\$32,860
Task F	Existing and Future System Hydraulic Analyses	\$75,300
Task G	Risk Based Condition Assessment	\$78,220
Task H	Capital Improvements Plans and Master Plan Report	\$90,270
<b>Basic Services Sub-Total</b>		<b>\$428,840</b>
Task I	Wholesale Wastewater Service at our Western Most Boundary – Cost of Service	\$16,050
Task J	Impact Fee Calculations	\$25,510
Task K	Evaluation of Integrating Neighboring Utilities	\$21,460
<b>Supplemental Services Sub-Total</b>		<b>\$63,020</b>
<b>TOTAL ENGINEERING FEE</b>		<b>\$491,860</b>



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

**SUBJECT:** Agenda distribution timeframes and City Council regular meetings date and time. Requested by Councilmember Clarkson and Councilmember Cochrane.

**AGENDA DATE OF:** January 26, 2021      **DATE SUBMITTED:** Jan 18, 2021

**SUBMITTED BY:** Councilmember Clarkson  
Councilmember Cochrane

**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

<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:**

By consensus, the Council asked that this item be brought forth for discussion as requested by Councilmembers Clarkson and Cochrane. Currently, the dates and times of regular Council meetings are set by Ordinance which may be changed if approved on two readings.

**RECOMMENDED ACTION:**

Discuss agenda distribution and regular meeting dates and times then take any action as desired by Council.



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

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**SUBJECT:** City's ongoing preparedness and response to COVID-19 (Coronavirus).

**AGENDA DATE OF:** January 26, 2021      **DATE SUBMITTED:** Jan 18, 2021

**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

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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:**

On-going responsiveness to changing conditions and situations.

**RECOMMENDED ACTION:**

None at this time.



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

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**SUBJECT:** Declaration of local state of disaster due to a public health emergency,  
March 20, 2020.

**AGENDA DATE OF:** January 26, 2021      **DATE SUBMITTED:** Jan 18, 2021

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20200922\\_Resolution\\_16-2020 Extending Mayor's Disaster Declaration Covid-19  
7-28-20.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:**

Review the Disaster Declaration revised March 20, 2020.

**RECOMMENDED ACTION:**

Review declaration.

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 16-2020**

**A RESOLUTION AUTHORIZED BY SECTION 418.108(B) OF THE TEXAS GOVERNMENT CODE EXTENDING THE MAYOR'S DECLARATION THAT COVID-19 (CORONAVIRUS) POSES AN IMMINENT THREAT OF DISASTER WITHIN THE CITY OF KERRVILLE AND DECLARING A STATE OF DISASTER WITHIN THE CITY**

**WHEREAS**, on March 16, 2020, Mayor Bill Blackburn, acting in accordance with authority granted to him under the City's Charter and Section 418.108(a) of the Texas Government Code, declared a local state of disaster ("disaster declaration") for the City due to concerns related to the coronavirus disease 2019 (COVID-19); and

**WHEREAS**, the Mayor revised and reissued the disaster declaration on March 18, 2020 and March 19, 2020 to account for new information and health recommendations; and

**WHEREAS**, Section 418.108(b) of the Texas Government Code provides that the disaster declaration may not be continued for a period of more than seven days except with the consent of City Council; and

**WHEREAS**, City Council, pursuant to its adoption of Resolution No. 06-2020 consented to the Mayor's declaration and extended it in accordance with state law; and

**WHEREAS**, the Mayor, on today's date, has issued a revised declaration, which revises his previously issued declaration to update it to current conditions and needs; and

**WHEREAS**, City Council believes that the conditions necessitating the disaster declaration will continue to exist for a period of more than seven days; and

**WHEREAS**, City Council supports the disaster declaration signed by Mayor Bill Blackburn on July 28, 2020, and consents to its continuation for a period of more than seven days;

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

City Council hereby ratifies the disaster declaration signed by Mayor Bill Blackburn on July 28, 2020 and consents to its continuation indefinitely or until such time as it is terminated by order of the Council. Said declaration is attached hereto as **Exhibit A**.

**PASSED AND APPROVED ON this the 28 day of July, A.D., 2020.**

ATTEST:

  
Shelley McElhannon, City Secretary

  
Bill Blackburn, Mayor

APPROVED AS TO FORM:

  
Michael C. Hayes, City Attorney

**DECLARATION OF LOCAL STATE OF DISASTER DUE TO A PUBLIC  
HEALTH EMERGENCY – EXTENDED (4<sup>th</sup> Declaration)**

**A DECLARATION OF THE MAYOR OF THE CITY OF  
KERRVILLE, TEXAS, DECLARING THAT COVID-19  
(CORONAVIRUS) REMAINS AN IMMINENT THREAT OF  
DISASTER WITHIN THE CITY OF KERRVILLE AND  
EXTENDING THE DECLARATION OF A STATE OF DISASTER  
WITHIN THE CITY; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Kerrville, Texas (the “City”) from on or before the 16<sup>th</sup> day of March 2020, prepared for damage, injury, or loss of life resulting from the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus; and

**WHEREAS**, it is critical that the City continue taking actions to respond to and mitigate the spread of COVID-19 to protect the health and welfare of the public; and

**WHEREAS**, extending the City’s *Declaration of Local State of Disaster Due to a Public Health Emergency* will continue to help facilitate and expedite the use and deployment of resources to enhance the City’s ongoing response and mitigation to COVID-19; and

**WHEREAS**, on March 13, 2020, the Governor of the State of Texas certified that COVID-19 poses an imminent threat of disaster and declared a state of disaster for all counties in Texas, has extended his declaration several times, and to date, has issued approximately twenty-two orders, many of which remain in effect, in an effort to mitigate said disaster; and

**WHEREAS**, the Texas Department of State Health Services (“DSHS”) has previously determined, including an updated declaration issued on May 15, 2020, that as of March 19, 2020, COVID-19 represented and continues to represent a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

**WHEREAS**, the Mayor urges all citizens of Kerrville and this community to continue to monitor government websites such as the Centers of Disease Control and Prevention (“CDC”), DSHS, and the Texas Governor as well as news sources in an attempt to remain aware and vigilant about COVID-19 and the evolving situation; and

**WHEREAS**, the Mayor, in seeking information from national, state, and local experts continues to believe that extraordinary measures must continue to be taken to respond to and to mitigate the spread of COVID-19 and its impact to the public health and welfare;

**NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF KERRVILLE:**

**SECTION ONE. Extending Declaration of Local State of Disaster.** A local state of disaster (“disaster declaration”) was previously declared for the City of Kerrville, Texas, pursuant to Section 418.108(a), Texas Government Code, on March 16, 2020, and then revised on March 18, 2020 and March 19, 2020. The Mayor hereby extends the March 19, 2020, declaration in accordance with law.

**SECTION TWO. Duration of Local State of Disaster.** Pursuant to Section 418.108(b), Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by Kerrville City Council.

**SECTION THREE. Publicity and Filing.** Pursuant to Section 418.108(c), Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary, to include posting it on the City’s website.

**SECTION FOUR. Continuing the Activation of the City Emergency Management Plan.** Pursuant to Section 418.108(d), Texas Government Code, this declaration of a local state of disaster continues the activation of the City’s Emergency Management Plan.

**SECTION FIVE. Public Meetings - Audience and presenter social distancing; public testimony and public hearing input.** City Council meetings and meetings of other City Boards and Commissions may be delayed, rescheduled, or conducted in accordance with alternate measures as permitted by law. To reduce the chance of COVID-19 transmission, the City shall hold its public meetings in a manner intended to separate, to the maximum practical extent, audience and presenters from personal contact with other members of the community, City Council and other Board and Commission members, and City staff. Public testimony and public hearing input for public comment and on all items on the agenda at public meetings of the City Council and City Boards and Commissions shall be provided in a manner that best serves these purposes, but balancing the right of a person to make a public statement, orally and in person, virtually, or in writing but keeping in mind the public health and safety. The City shall establish and provide notice of its *Council Meeting Procedures during Disaster Period* and shall also provide notice on its website of the meeting schedule for City Council and its other Boards and Commissions and the health measures applicable to each.

**SECTION SIX. Municipal Court.** All court proceedings in the City’s Municipal Court may be altered or even postponed in accordance with state law, including orders and direction from the Texas Supreme Court and the state’s Office of Court Administration.

**SECTION SEVEN. City Manager Authority.** The City Manager, or designee, is authorized to take the following actions, but shall provide notice of such to City Council following such action:

- a. make application for local, state, and federal assistance as necessary and/or applicable;
- b. accept on behalf of the City services, gifts, grants, equipment, supplies, and/or materials from private, nonprofit, or government sources;
- c. suspend disconnections, fees, and penalties related to the City's provision of services.

**SECTION EIGHT. Limitation of Declaration.** This disaster declaration does not extend to law enforcement activities, emergency responses, or to school districts or private school facilities within the City.

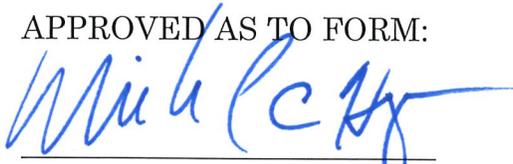
**SECTION NINE. Effective Date.** This proclamation shall take effect immediately from and after its issuance. This disaster declaration supersedes all previous declarations on this matter.

**ORDERED and REVISED** this the 28 day of July, 2020.

THE CITY OF KERRVILLE, TEXAS

  
Bill Blackburn, Mayor

APPROVED AS TO FORM:

  
Michael C. Hayes, City Attorney

ATTEST:

  
Shelley McElhannon, City Secretary



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

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**SUBJECT:** Financial update for the month ended December 31, 2020.

**AGENDA DATE OF:** January 26, 2021      **DATE SUBMITTED:** Jan 19, 2021

**SUBMITTED BY:** Amy Dozier

**EXHIBITS:** [20210126\\_Presentation\\_Financial Update.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:**

See the attached presentation regarding financial results through December 31, 2020.

**RECOMMENDED ACTION:**

No action required; information only.



# **Financial update for the month ended December 31, 2020**

**City Council Meeting  
January 26, 2021**

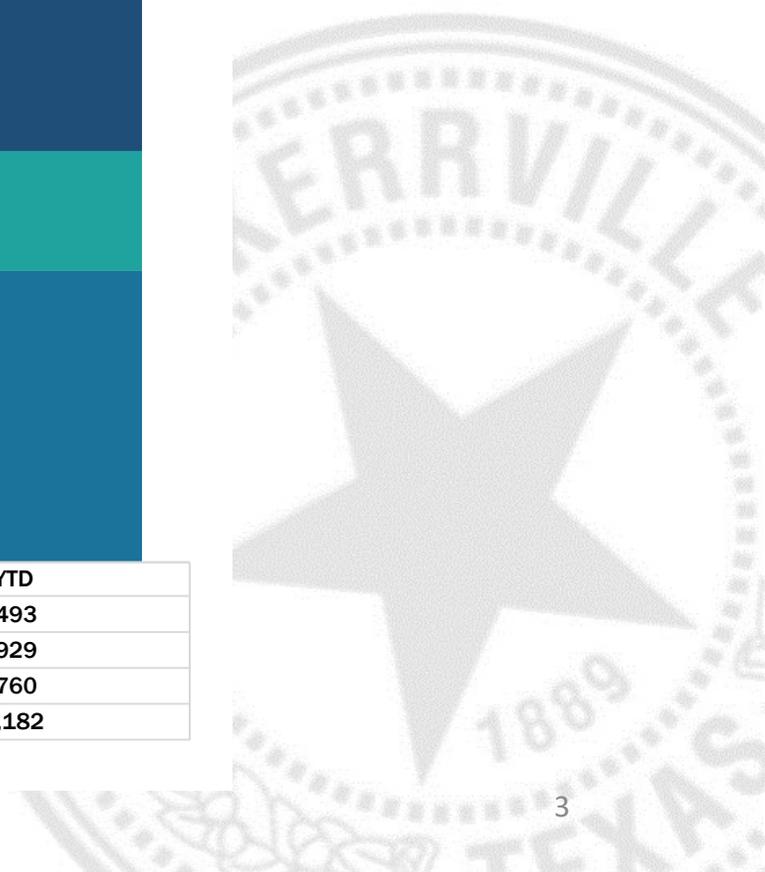
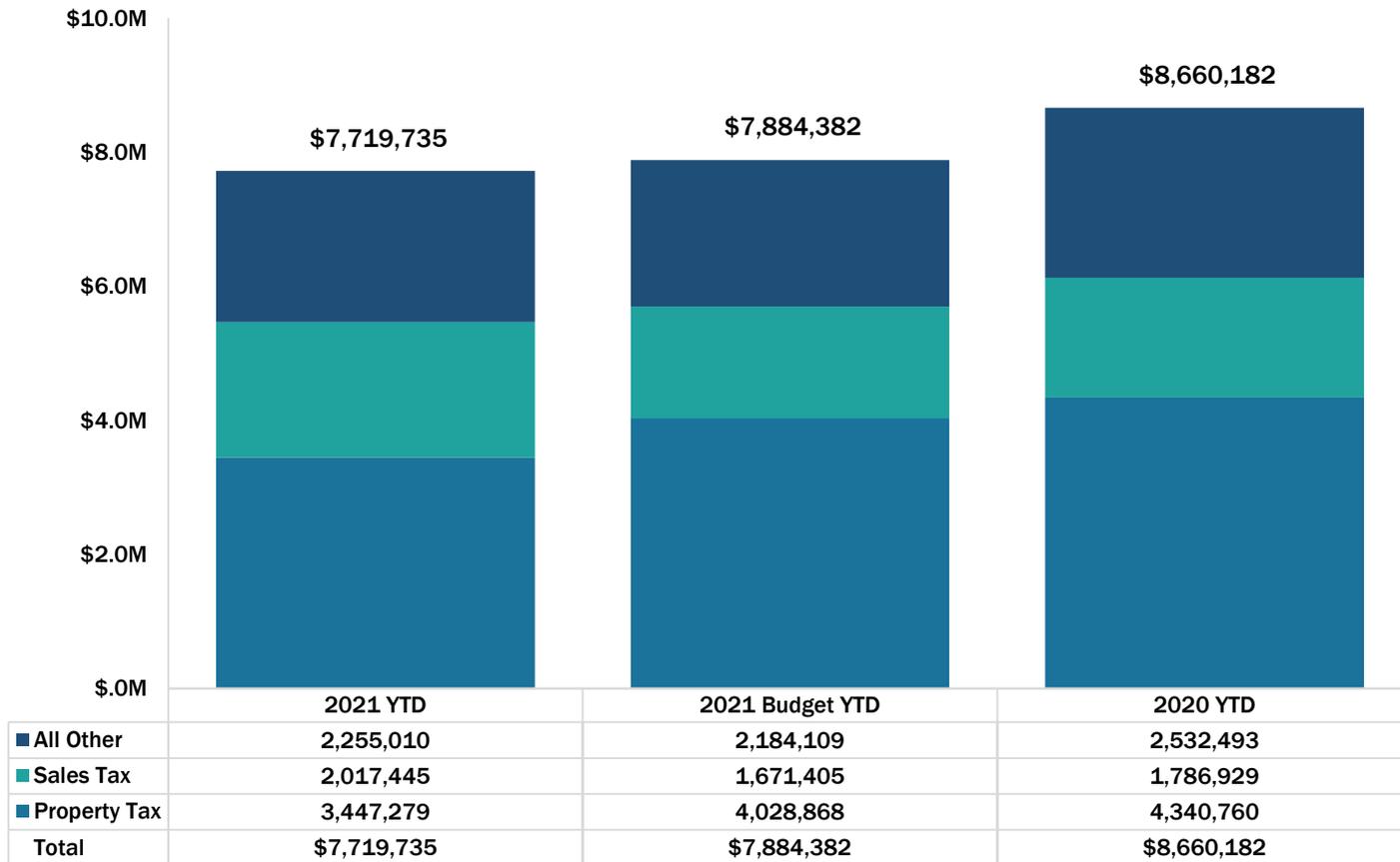


# General Fund Summary

<b>Fund</b>	Total FY2021 Budget	Year to Date FY2021 Budget	Year to Date FY2021 Actual	Better / (Worse) than Budget	Year to Date FY2020 Actual	Change from FY2020
<b>General Fund</b>						
Revenues						
Property Tax	\$10,234,372	\$ 4,028,868	\$ 3,447,279	\$ (581,590)	\$ 4,340,760	\$ (893,481)
Sales Tax	7,022,613	1,671,405	2,017,445	346,041	1,786,929	230,516
Other Revenue	10,807,266	2,184,109	2,255,010	70,901	2,532,493	(277,483)
Total Revenue	28,064,251	7,884,382	7,719,735	(164,648)	8,660,182	(940,447)
Expenditures	28,429,251	7,331,899	7,198,763	133,136	6,852,296	346,467
Net	\$ (365,000)	\$ 552,484	\$ 520,972	\$ (31,512)	\$ 1,807,886	\$ (1,286,914)

# General Fund Revenues

General Fund Revenues





# General Fund Revenues

## Property Tax

- Lower than budget and prior year due primarily to large payment from a mortgage company in first week of January instead of last week of December
- Trend toward January payments since many taxpayers no longer itemize deductions

## Sales Tax

- Continued strong performance led by regional retail (especially home improvement), online and manufacturing
- December 2020 is 8% higher than December 2019
- January 2021 is 14% higher than January 2020

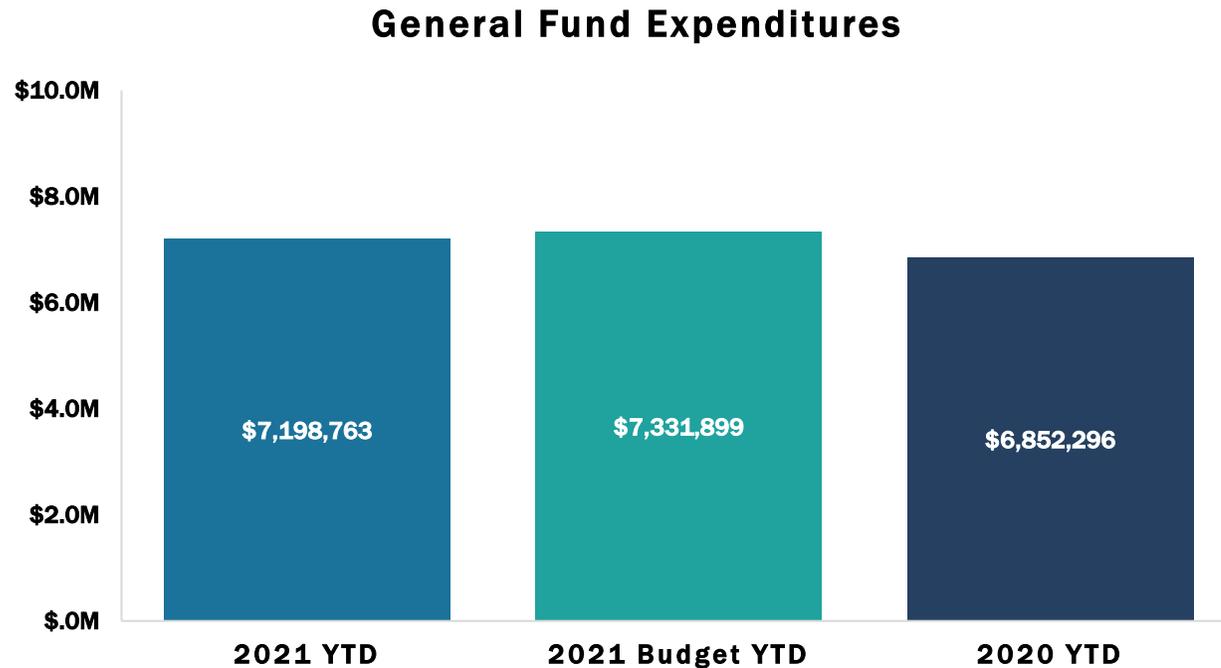


# General Fund Revenues

## Other Revenue

- **KSP – YTD revenue is up \$50K or 45% compared to same period in FY2020. Increases in all categories – RV sites, mini-cabins, and day passes especially strong**
- **Municipal Court – YTD revenue is down \$7K or 9% compared to prior year**
- **EMS – YTD revenue is down \$16K or 3% compared to prior year. Total billable incidents down 5%, due primarily to a reduction in non-emergency transports. Fewer out of town transfers have reduced average miles per transport and mileage fees.**

# General Fund Expenditures



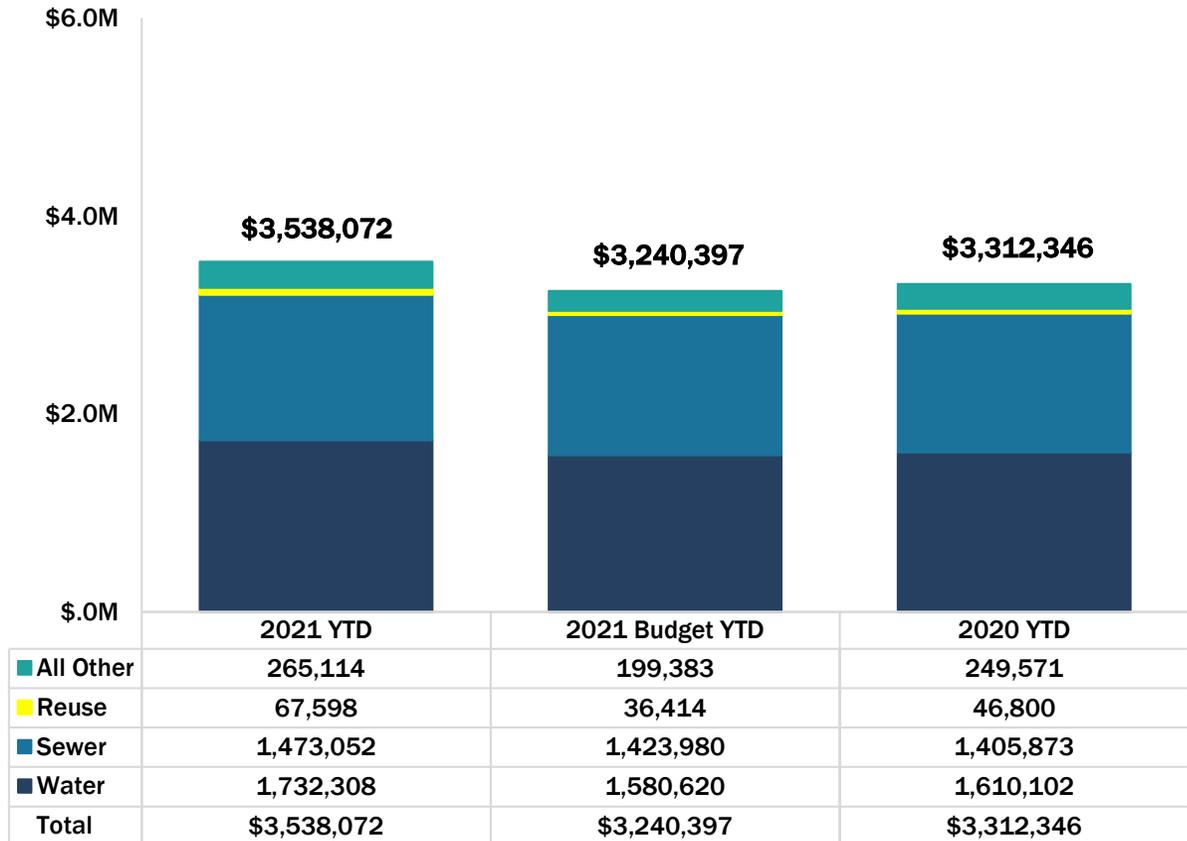
- **Higher than prior year because December includes 2% one-time discretionary payment for employees**
- **Departments continue to monitor spending and stay on track even with austere FY2021 budgets**

# Water Fund Summary

<b>Fund</b>	Total FY2021 Budget	Year to Date FY2021 Budget	Year to Date FY2021 Actual	Better / (Worse) than Budget	Year to Date FY2020 Actual	Change from FY2020
<b>Water Fund</b>						
Revenues						
Water Sales	\$ 6,315,482	\$ 1,580,620	\$ 1,732,308	\$ 151,688	\$ 1,610,102	\$ 122,207
Sewer Sales	5,758,854	1,423,980	1,473,052	49,071	1,405,873	67,179
Reuse Sales	145,495	36,414	67,598	31,184	46,800	20,797
Other Revenue	842,838	199,383	265,114	65,731	249,571	15,543
Total Revenue	13,062,669	3,240,397	3,538,072	297,675	3,312,346	225,726
Expenditures	13,116,669	3,505,964	3,127,487	378,476	3,333,087	(205,600)
Net	\$ (54,000)	\$ (265,566)	\$ 410,585	\$ 676,151	\$ (20,741)	\$ 431,325

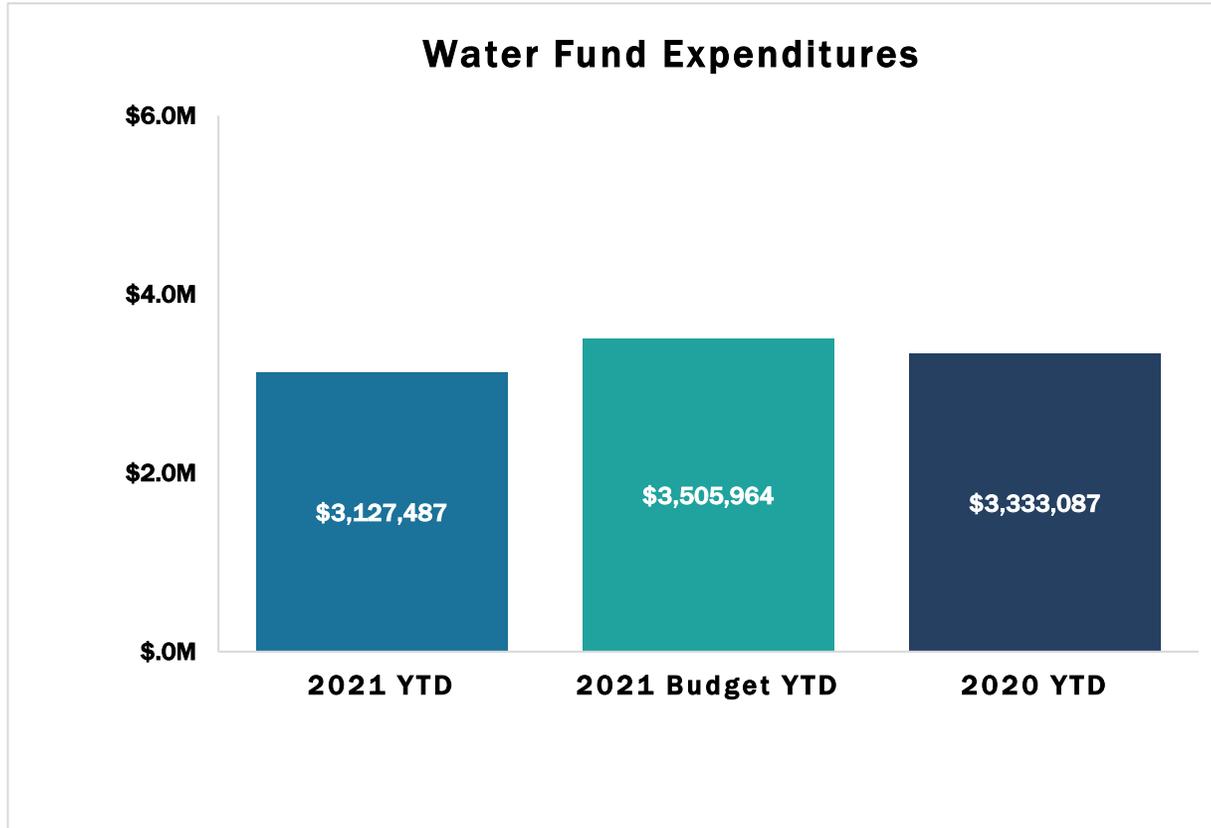
# Water Fund Revenues

Water Fund Revenues



- Increased revenue driven by residential consumption
- Less rainfall in the fall of 2020 compared to fall of 2019

# Water Fund Expenditures



- **Lower Debt Service and General Fund transfers in FY2021**
- **Supplies and maintenance expenses are trending less than budget, but it is likely a timing difference**

# Other Funds Summary

<b>Fund</b>	Total FY2021 Budget	Year to Date FY2021 Budget	Year to Date FY2021 Actual	Better / (Worse) than Budget	Year to Date FY2020 Actual	Change from FY2020
<b>Development Services Fund</b>						
Revenues						
Permits & Fees	\$ 613,830	\$ 153,458	\$ 108,914	\$ (44,544)	\$ 297,646	\$ (188,732)
Transfer In	272,260	68,065	68,065	-	59,355	8,710
Total Revenue	886,090	221,523	176,979	(44,544)	357,001	(180,023)
Expenditures	1,018,747	243,481	244,943	(1,463)	200,352	44,592
Net	(132,657)	(21,958)	(67,964)	(46,006)	156,650	(224,614)
<b>Golf Fund</b>						
Revenues						
Recreation	867,705	199,635	223,524	23,889	168,526	54,999
Transfer In	80,000	17,500	17,500	-	17,500	-
Total Revenue	947,705	217,135	241,024	23,889	186,026	54,999
Expenditures	947,705	234,027	214,550	19,477	233,244	(18,694)
Net	-	(16,891)	26,475	43,366	(47,218)	73,693
<b>Hotel Occupancy Tax Fund</b>						
Revenues	1,281,685	280,836	346,584	65,747	340,858	5,725
Expenditures	1,281,685	305,642	266,138	39,504	320,144	(54,006)
Net	\$ -	\$ (24,806)	\$ 80,446	\$ 105,251	\$ 20,714	\$ 59,731



# Fund Analysis

## Development Services Fund

- Revenues are lower than prior year due to numerous large projects in prior year (HEB, KISD, The Landing, Arcadia, etc.)

## Golf Fund

- YTD revenue up \$55K or 30% compared to prior year
- Increases attributed to: COVID, fee increases, new golf carts, increased marketing, course condition

## Hotel Occupancy Tax Fund

- YTD revenue up \$11K or 3% compared to prior year
- Increases seen at properties that offer individual cabins, stand alone units or short term rentals that allow for more distancing

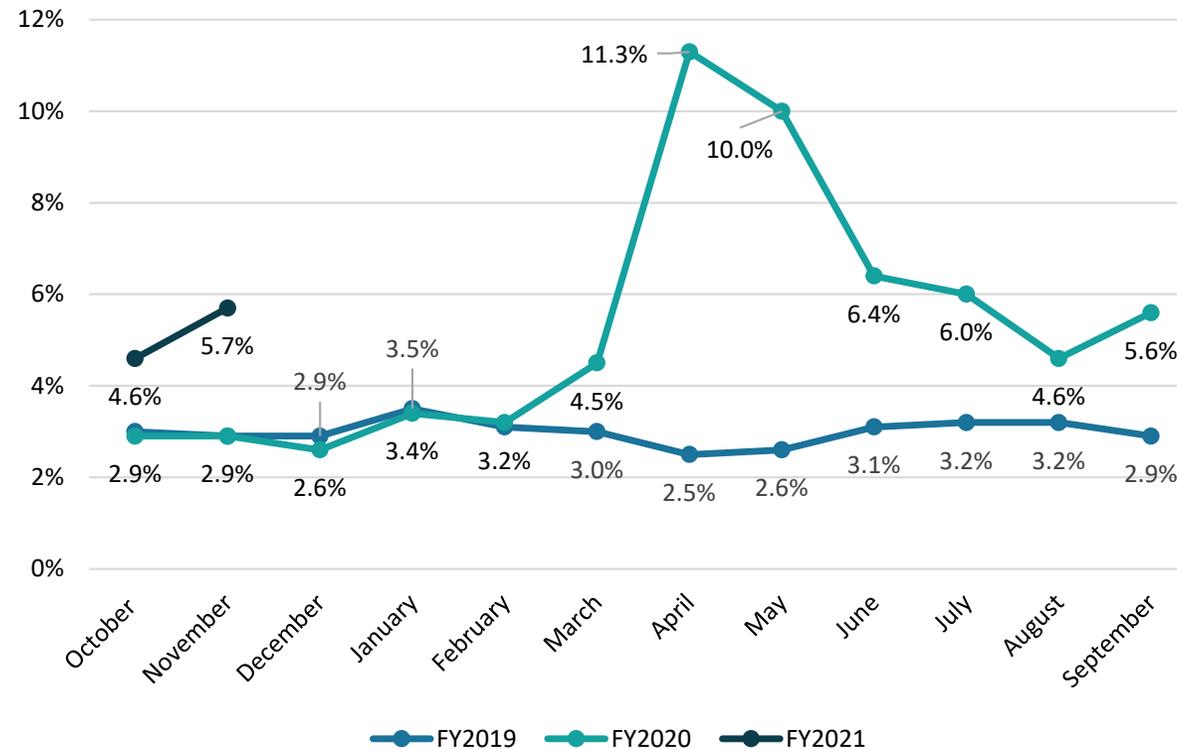
# Real Estate Metrics

Category	2020	2019	% Change
Active Residential Listings (December)	219	430	-49.1%
# Residential Properties Sold (December)	77	70	10.0%
\$ Residential Properties Sold (December)	\$34,908,449	\$35,738,282	-2.3%
\$ YTD Residential Properties Sold (January - December)	\$280,304,562	\$237,462,916	18.0%

- **Significantly fewer listings in December 2020**
- **Significantly higher sales in calendar year 2020**

# Unemployment Rate

Kerr County Unemployment Rate



- While much lower than the peak of 11.3% in April 2020, the Kerr County unemployment rate remains at almost double the rate in the same period last year<sup>13</sup>



# **Council Questions or Comments?**

