

AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING

TUESDAY, JANUARY 25, 2022, 6:00 P.M.

CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

The Community Vision

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

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



Kerrville2050



CITY COUNCIL MEETING AGENDA

JANUARY 25, 2022, 6:00 PM

CITY HALL COUNCIL CHAMBERS, 701 MAIN STREET



Council Meeting Procedures and Citizen Public Participation including a Zoom Component

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. In an effort to avoid and mitigate health risks and limited occupancy levels in Council Chambers, City Council will convene the January 11, 2022 meeting in person and will also provide the public with a Zoom component.

Standard safety protocol will be observed by City Council, City staff, and citizens/visitors attending the City Council meeting. Wearing a mask in the City Hall Council Chambers is highly encouraged. If speaking at the podium, the mask can be removed.

In Council Chambers, six-foot distance seating is observed and due to limited seating capacity, open seating will be designated to citizens who have submitted a completed "speaker request form" to speak on an agenda item. It is advantageous for anyone wishing to speak, to submit a completed "speaker request form" to the City Secretary before City Council meeting is called to order, definitely before the item is called or read into record. Citizens not registered to speak on agenda items are welcome to view the City Council meeting in the City Hall lobby from the lobby monitors. Standard safety protocols will be observed in the City Hall lobby. When agenda items are called, and if anyone has submitted a completed "speaker request form", the speaker(s) will be rotated into Council Chambers to speak. It is beneficial for citizens wishing to speak, to submit a completed "speaker request form" to the City Secretary before City Council meeting is called to order. Each speaker is limited to four minutes.

Public Hearing items: submitting a completed "speaker request form" in advance would be beneficial to the public hearing process. However, public hearings will be announced as well.

Zoom component: As an additional option for citizens to participate in the meeting, the Zoom program will also be active during the January 25, 2022 meeting.

Instructions for Zoom callers: Dial a toll free number: **1-877-853-5247 or 1-888-788-0099**. When your call is answered you will hear **"Welcome to Zoom, enter the Meeting ID followed by pound"**. Enter in the Meeting ID below followed by the pound sign (#), when prompted enter the passcode.

The Meeting ID is **838 3570 5324#**. Passcode is **753951**

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

The Zoom moderator will be accepting calls starting at 5:30 p.m. Place your call before 5:45 p.m. in order to register with the Zoom moderator and participate. You will be queued to speak. Any calls made after the 5:45 p.m. deadline will not be answered, and microphones will be kept muted. Each speaker is limited to four minutes.

Public Hearing Items: Public Hearing items callers may use the "raise your hand" feature on Zoom, in order to be called upon. If a caller is using the Zoom app on a computer, tablet, or mobile phone click **Participants** and click the **"Raise Hand"** button. If a caller is using a landline telephone press *9 to "raise your hand". Each speaker is limited to four minutes.

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

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

Thank you for your participation!



CITY COUNCIL AGENDA
JANUARY 25, 2022, 6:00 PM
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS



CALL TO ORDER:

By Mayor Bill Blackburn.

INVOCATION AND PLEDGE OF ALLEGIANCE:

Led by Mayor Bill Blackburn.

1 ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

2 PRESENTATION(S):

2.A. City's ongoing preparedness and response to COVID-19 (Coronavirus), and review of Declaration of local state of disaster due to a public health emergency, March 20, 2020.

Attachment: [20211214_Declaration_Disaster Declaration original 3-2020.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. State and Local Government Lease-Purchase Agreement with De Lage Landen Public Finance LLC; and General Contract - Small Project with Professional Turf Products, L.P./Lynx Irrigation; both agreements for Controller Upgrade (irrigation) at Scott Schreiner Municipal Golf Course in the amount of \$52,598.05 through Texas BuyBoard.

Attachment: [20220125_Proposal_Professional Turf Products for lease equipment.pdf](#)

4.B. Interlocal Cooperation Contract between Texas Health and Human Services Commission (acting on behalf of the Kerrville State Hospital) and the City of Kerrville for pre-employment and fitness for duty evaluations for police officers.

Attachment: [20220125_Contract_Agreement KSH_KPD.pdf](#)

4.C. City Council workshop minutes held January 11, 2022.

Attachment: [20220125_Minutes Council workshop 1-11-22 5pm.pdf](#)

4.D. City Council meeting minutes held January 11, 2022.

Attachment: [20220125_Minutes Council meeting 1-11-22 6pm.pdf](#)

END OF CONSENT AGENDA.

ORDINANCES, SECOND READING:

Ordinance No. 2022-02, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, such chapter more commonly known as the City's Zoning Code; by amending said Code to include adding new definitions, revising the requirement for variances, requiring signs for notification, and other amendments as provided herein; providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject.

Attachment: [20220125_Ord 2022-02 Zoning Code amendments 2nd reading.pdf](#)

Ordinance No. 2022-03, second reading. An Ordinance annexing two tracts of land plus an adjacent public right-of-way that exists as part of Coronado Drive, into the Corporate Limits of the City of Kerrville, Texas; such property making up approximately 16.85 acres and generally located north and west of the 700 block of Coronado Drive; each property more specifically described in the Ordinance and being located within the extraterritorial jurisdiction of the City; adopting a Service Agreement; establishing the zoning for the annexed property as a Single-Family Residential Zoning District (R-1); rezoning an adjacent tract of land currently located within the City, by changing its zoning to an R-1 Zoning District; and providing other matters relating to this subject.

Attachment: [20220125_Ord 2022-03 Annex and Zone change 700 Coronado 2nd reading.pdf](#)

Ordinance No. 2022-04, second reading. An Ordinance annexing a tract of land into the Corporate Limits of the City of Kerrville, Texas; such property making up approximately 6.0 acres and generally located southeast of and adjacent to Holdsworth Drive, and a portion of which connects to Paschal Avenue N.; more commonly known 253 Holdsworth Dr.; such property more specifically described in the Ordinance and being located within the extraterritorial jurisdiction of and adjacent to the City Limits; adopting a Service Agreement; establishing the zoning for the annexed property as a Multi-Family Residential (R-3) Zoning District; and providing other matters relating to this subject.

Attachment: [20220125_Ord 2022-04 Annex and Zone change 253 Holdsworth 2nd reading.pdf](#)

5.D. Ordinance No. 2022-05, second reading. An Ordinance annexing two tracts of land plus an adjacent public right-of-way that exists as part of Lehmann Drive, into the Corporate Limits of the City of Kerrville, Texas; such property making up approximately 168.84 acres and generally located along the west and southwest borders of Peterson Regional Medical Center; such property more specifically described in this Ordinance and being located within the extraterritorial jurisdiction of the City and adjacent to the City Limits; adopting a Service Agreement; establishing the zoning for the annexed property as Agriculture (AG) and Public and Institutional (PI) Zoning Districts; and providing other matters relating to this subject.

Attachment: [20220125_Ord 2022-05 Annex and Zone Change 195 Lehmann PRMC 2nd reading.pdf](#)

5.E. Ordinance No. 2022-06, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, such Chapter more commonly known as the City's Zoning Code; by changing the zoning of multiple lots along Washington St. and between Barnett St. and North St., said lots more commonly known as 500, 504, 508, 512, 602, 604, 608, 616, 624, and 625 Washington St.; and 817 Barnett Street; within the City of Kerrville, Kerr County, Texas; from a Residential Transition Zoning District (RT) to a Public and Institutional Zoning District (PI); and providing other matters relating to the subject.

Attachment: [20220125_Ord 2022-06 Zone change 500-625 Washington 817 Barnett 2nd reading.pdf](#)

6 INFORMATION & DISCUSSION:

6.A. Financial report for month ending December 31, 2021.

Attachment: [20220125_Presentation_Financial update.pdf](#)

7 ITEMS FOR FUTURE AGENDAS:

City Council may suggest items or topics for future agendas.

ADJOURN.



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

SUBJECT: City's ongoing preparedness and response to COVID-19 (Coronavirus), and review of Declaration of local state of disaster due to a public health emergency, March 20, 2020.

AGENDA DATE OF: January 25, 2022 **DATE SUBMITTED:** Jan 13, 2022

SUBMITTED BY: Eric Maloney

EXHIBITS: [20211214_Declaration_Disaster Declaration original 3-2020.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

This is a regular briefing on the responsiveness to changing conditions and situations related to Covid 19, as well as the opportunity to review the Disaster Declaration.

RECOMMENDED ACTION:

Report provided.

DECLARATION OF LOCAL STATE OF DISASTER DUE TO A PUBLIC
HEALTH EMERGENCY – EXTENDED (4th 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 16th 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.

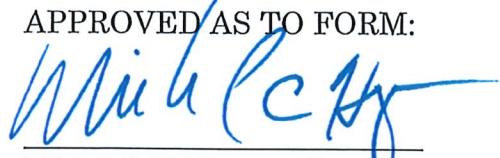
SECTION NINE. Effective Date. This proclamation shall take effect immediately from and after its issuance. This disaster declaration supersedes all previous declarations on this matter.

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 McElhanon, City Secretary

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

REVISED 3/20/20

DECLARATION OF LOCAL STATE OF DISASTER DUE TO A PUBLIC HEALTH EMERGENCY

**A DECLARATION OF THE MAYOR OF THE CITY OF
KERRVILLE, TEXAS, DECLARING THAT COVID-19
(CORONAVIRUS) POSES AN IMMINENT THREAT OF
DISASTER WITHIN THE CITY OF KERRVILLE AND
DECLARING A STATE OF DISASTER WITHIN THE CITY; AND
PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City of Kerrville, Texas (the “City”) on the 16th day of March 2020, continues to prepare for widespread or severe 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 now and immediately take additional steps to prepare for, respond to, and mitigate the spread of COVID-19 to protect the health and welfare of the public; and

WHEREAS, declaring a state of disaster will facilitate and expedite the use and deployment of resources to enhance the City’s ongoing preparedness, 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 and has continued to issue orders in an effort to mitigate said disaster; and

WHEREAS, the Texas Department of State Health Services (“DSHS”) has now determined that, as of March 19, 2020, COVID-19 represents 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 the spread of COVID-19 and the rapidly evolving situation; and

WHEREAS, the Mayor, in consultation with national, state, and local experts has determined that extraordinary measures must be taken to prepare for, 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. Declaration of Local State of Disaster. A local state of disaster ("disaster declaration") is hereby declared for the City of Kerrville, Texas, pursuant to Section 418.108(a), Texas Government Code.

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. Activation of the City Emergency Management Plan. Pursuant to Section 418.108(d), Texas Government Code, this declaration of a local state of disaster activates the City's Emergency Management Plan.

SECTION FIVE. City-owned Facilities. Events greater than 10 persons shall cease at all public facilities owned or operated by the City ("Facilities"). The City Manager is hereby authorized to close any and all Facilities.

SECTION SIX. Gatherings Greater than 10 Persons. City recommends that any public or private gatherings of 10 or more people in a single indoor or enclosed (by fence, physical barrier, or other structure) outdoor location be canceled until further notice. Special consideration should be given to postpone or cancel events of 10 persons or more that would include any population at severe risk of severe illness. The population at the greatest risk is anyone over the age of 65 and/or those with severe medical conditions as defined by CDC guidelines. In any event, the sponsoring organization should make that determination in conjunction with the facility's staff and shall comply with orders issued by the federal or state government as to changes or guidance concerning these restraints.

SECTION SEVEN. Care Facilities. Nursing homes and senior living centers should limit and/or regulate the visitation of the public within their facilities and/or do whatever is necessary to comply with orders issued by federal and state authorities.

SECTION EIGHT. Other Measures for Protection. Pursuant to Section 122.006, Texas Health and Safety Code, City is authorized to adopt rules to protect the health of persons within the City, including quarantine rules to protect its

residents against communicable disease and provide for establishment of quarantine stations, emergency hospitals and other hospitals.

SECTION NINE. Audience and presenter social distancing; public testimony and public hearing input. City Council meetings 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 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.

SECTION TEN. Municipal Court. All non-essential court proceedings in the City's Municipal Court are postponed. All such proceedings will be rescheduled following the term of this Order. No fine, penalty, or punishment shall issue against a party because of the postponement ordered herein. Municipal Court shall continue to hear all proceedings deemed essential by the state Office of Court Administration, including search and arrest warrant requests, arraignments, criminal magistration proceedings, and requests for temporary restraining orders.

SECTION ELEVEN. City Boards. All City Board, Committee, and Commission meetings are suspended through the term of this order, with the exception of the Planning and Zoning Commission, which shall meet only to consider applications subject to state law-imposed deadlines. The City shall not accept any development applications, variance applications, certificate of appropriateness applications, or administrative appeals requiring approval from the Planning and Zoning Commission, Zoning Board of Adjustment, or City Council shall be accepted for the term of this Order.

SECTION TWELVE. 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. terminate or suspend any event that is or may negatively impact the health, safety, and welfare of persons within the City;
- d. approve individual purchases up to \$500,000.00 for general expenditures, which includes: fees, professional services, personal services, and other categories exempted from the bid process by the Local Government Code Section 252.022; and
- e. suspend disconnections and fees related to the City's provision of utility services.

SECTION THIRTEEN. Limitation of Declaration. This declaration and orders does not extend to law enforcement activities, emergency responses, court operations to include jury operations, and to all school districts or private school facilities within the City.

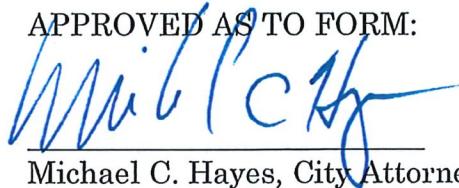
SECTION FOURTEEN. Effective Date. This proclamation shall take effect immediately from and after its issuance. This disaster declaration supersedes all previous declarations on this matter.

ORDERED and REVISED this the 20 day of March, 2020.

THE CITY OF KERRVILLE, TEXAS


Bill Blackburn, Mayor

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

ATTEST:


Shelley McElmannon, City Secretary

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 06-2020

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 under 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 to account for new information and health recommendations; and

WHEREAS, the Mayor, again taking into account new information and recommendations from federal, state, and local authorities and experts, which included the order issued on March 19, 2020, by Texas Governor Greg Abbot, has revised and reissued the disaster declaration, said declaration attached hereto as **Exhibit A** and dated March 20, 2020; 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, 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 March 16, 2020, as revised, 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 March 16, 2020, as revised, 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**.

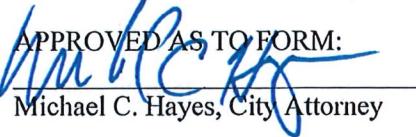
PASSED AND APPROVED ON this the 20 day of MARCH, A.D., 2020.

ATTEST:


Shelley McElhanon, City Secretary


Bill Blackburn, Mayor

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney



City of Kerrville

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

March 16, 2020

The Honorable Greg Abbott
Governor of the State of Texas
P.O. Box 12428
Austin, TX 78711-2428

RE: Disaster Declared within the City of Kerrville

Dear Governor Abbott:

Pursuant to the powers of the Mayor of the City of Kerrville, Texas, I have issued the following:

A DECLARATION OF THE MAYOR OF THE CITY OF KERRVILLE, TEXAS,
DECLARING THAT COVID-19 (CORONAVIRUS) POSES AN IMMINENT THREAT OF
DISASTER WITHIN THE CITY OF KERRVILLE AND DECLARING A STATE OF
DISASTER WITHIN THE CITY; AND PROVIDING AN EFFECTIVE DATE.

The declaration is attached to this letter.

Sincerely,


Bill Blackburn, Mayor

Attachment

C: Senator Dawn Buckingham
Representative Andrew Murr
Kerr County Judge Rob Kelly
City Manager Mark McDaniel
Kerrville Fire Chief Danny Smith
Kerrville Emergency Management
City Secretary Shelley McElhannon
Robbie Barrera, Texas Department of Emergency Management

DECLARATION OF LOCAL STATE OF DISASTER DUE TO A PUBLIC
HEALTH EMERGENCY

A DECLARATION OF THE MAYOR OF THE CITY OF KERRVILLE, TEXAS, DECLARING THAT COVID-19 (CORONAVIRUS) POSES AN IMMINENT THREAT OF DISASTER WITHIN THE CITY OF KERRVILLE AND DECLARING A STATE OF DISASTER WITHIN THE CITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Kerrville, Texas (the "City") on the 16th day of March 2020, continues to prepare for widespread or severe 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 now and immediately take additional steps to prepare for, respond to, and mitigate the spread of COVID-19 to protect the health and welfare of the public; and

WHEREAS, declaring a state of disaster will facilitate and expedite the use and deployment of resources to enhance the City's ongoing preparedness, 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; and

WHEREAS, the Mayor, in consultation with national, state, and local experts has determined that extraordinary measures must be taken to prepare for, 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. Declaration of Local State of Disaster. A local state of disaster is hereby declared for the City of Kerrville, Texas, pursuant to Section 418.108(a), Texas Government Code.

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.

SECTION FOUR. Activation of the City Emergency Management Plan. Pursuant to Section 418.108(d), Texas Government Code, this declaration of a local state of disaster activates the City's Emergency Management Plan.

SECTION FIVE. City-owned Facilities. Events greater than 50 persons shall cease at all public facilities owned or operated by the City.

SECTION SIX. Gatherings Greater than 50 Persons. City recommends that any public or private gatherings of 50 or more people in a single indoor or enclosed (by fence, physical barrier, or other structure) outdoor location be canceled until further notice. Special consideration should be given to postpone or cancel events of 50 persons or more that would include any population at severe risk of severe illness. The population at the greatest risk is anyone over the age of 65 and/or those with severe medical conditions as defined by CDC guidelines. In any event, the sponsoring organization should make that determination in conjunction with the facility's staff.

SECTION SEVEN. Care Facilities. Nursing homes and senior living centers should limit and/or regulate the visitation of the public within their facilities.

SECTION EIGHT. Other Measures for Protection. Pursuant to Section 122.006, Texas Health and Safety Code, City is authorized to adopt rules to protect the health of persons within the City, including quarantine rules to protect its residents against communicable disease and provide for establishment of quarantine stations, emergency hospitals and other hospitals.

SECTION NINE. Audience and presenter social distancing; public testimony and public hearing input. 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 or in writing but keeping in mind the public health and safety.

SECTION TEN. Limitation of Declaration. This declaration and orders does not extend to law enforcement activities, emergency responses, court operations to include jury operations, and to all school districts or private school facilities within the City.

SECTION ELEVEN. Effective Date. This proclamation shall take effect immediately from and after its issuance.

ORDERED this the 16 day of March, 2020.

Doc 2020 Covid-19

THE CITY OF KERRVILLE, TEXAS

Bill Blackburn

Bill Blackburn, Mayor



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

SUBJECT: State and Local Government Lease-Purchase Agreement with De Lage Landen Public Finance LLC; and General Contract - Small Project with Professional Turf Products, L.P./Lynx Irrigation; both agreements for Controller Upgrade (irrigation) at Scott Schreiner Municipal Golf Course in the amount of \$52,598.05 through Texas BuyBoard.

AGENDA DATE OF: January 25, 2022 **DATE SUBMITTED:** Oct 18, 2021

SUBMITTED BY: Ashlea Boyle

EXHIBITS: [20220125_Proposal_Professional Turf Products for lease equipment.pdf](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$52,598.05			14-1401-3410

PAYMENT TO BE MADE TO: Professional Turf Products, L.P.

Kerrville 2050 Item?	Yes
Key Priority Area	P - Parks / Open Space / River Corridor
Guiding Principle	P5. Focus on enhancing/investing in existing parks, their purpose or repurpose and improving accessibility before acquiring land for new parks

Action Item

SUMMARY STATEMENT:

Staff is requesting authorization to execute a 60 month lease agreement with De Lage Landen Public Finance, LLC. for the installation of a new irrigation controller system at the Scott Schreiner Golf Course by Professional Turf Products, LP. The total cost (including interest) is \$57,142.20.

Pricing was procured via the BuyBoard competitive bidding process, contract number #611-20, and is in compliance with the City's purchasing policy and State law.

The current irrigation system is inoperable and requires manual operation by staff to irrigate which is time consuming and ineffective. An automated system with remote technology will vastly increase staff efficiency and irrigation quality of the course. This

need was identified, budgeted, and approved in the FY22 budget process. If approved, staff will continue to budget appropriately for the lease expenditure each year.

This improvement is consistent with Kerrville 2050's guiding principle of focusing on enhancing and investing in existing parks. Staff recommends approval of this expenditure and requests Council approval authorizing the City Manager to finalize a contract for the purpose described. A full copy of the draft contract is available for viewing in the City Secretary Office.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute lease contract.



Professional Turf Products, L.P.

John Titzman
9468 Selma Parkway
Selma, Texas 78154
(210) 774-8782
titzmanj@proturf.com



Ship To:	Scott Schreiner Municipal - Kerrville	Date:	September 27, 2021
Bill To:	Buyboard Contract #611-20	Tax Rate:	0.00000
Contact:	Randy Cawthon	PKG Discount (\$\$):	\$0.00
Address:	1 Country Club Dr, Kerrville, TX, 78028	Account Executive:	\$6.00
Phone:	(877) 660 7200	Account Type:	STD
Email:			
Comments:	Lynx Central, Controller Upgrade, and Field Radio-Link Installation		

Proposal

Qty	Model #	Description	Unit	Extended
30	IRR LABOR	Irrigation Labor (per hour)	\$132.00	\$3,960.00
1	Cont_Inst	Controller Installation Materials	\$500.00	\$500.00
1	CS_Opt	CS Optimization (Includes computer set-up & training, initial file upload, and STD antenna installation w/ maximum 16 hours labor)	\$2,500.00	\$2,500.00
1	RF_Opt	RF Optimization (Includes Frequency Survey, FCC License application, and base radio w/ maximum 8 hours onsite)	\$2,500.00	\$2,500.00
2	AT_Opt	Antenna & Base Optimization (Parts may be required, 2 hours maximum labor included)	\$175.00	\$350.00
		Labor	\$	9,810.00
1	AA105T50BNC	YAGI ANTENNA ASSY INCLUDES(AA105,AA050L,AA611,POLYPHASER, AA109BNC-6 6FT ADAPTER CABLE)	\$825.00	\$825.00
1	FM2	OMNI ANTENNA MOUNTS	\$25.00	\$25.00
1	H-20	20 FOOT TELESCOPING MAST (Freight NOT INCLUDED). Freight will be billed as an additional cost.	\$320.00	\$320.00
		Radio	\$	1,170.00
12	118-0038	KIT, UPGRADE, NETWORK VP.	\$1,391.40	\$16,696.80
1	RADIOKIT-L-G	RADIO KIT, LTCP, EARLY VP, GREEN Toro NWVP Controller Upgrade	\$2,907.45	\$2,907.45
			\$	19,604.25
1	LYNX-NONNSN-STAN	NSN-R-PKG: NONNSN,LYNX,STD. CMP, LUMP	\$12,750.00	\$12,750.00
1	FIU-2011DR	FIU, 1 WIRELINE, DIGITAL RADIO	\$9,088.80	\$9,088.80
1	LYNXAPPS	LYNX APPS	\$175.00	\$175.00
		Toro Centrals	\$	22,013.80

SubTotal	\$	52,598.05
Package Discount	\$	-
Tax (Estimated)	\$	-
TOTAL	\$	52,598.05

Comments:

ATTACHMENT 1**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT****Lease Payment Schedule**

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: CITY OF KERRVILLE, TEXAS

LEASE NUMBER: 500-50328384

LEASE DATE: NOVEMBER 1, 20 21

Payment Number	Payment Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	11/01/2021	0	0	0	52,598.05	-
1	12/01/2021	952.37	145.08	807.29	51,790.76	53,344.48
2	01/01/2022	952.37	142.86	809.51	50,981.25	52,510.69
3	02/01/2022	952.37	140.62	811.75	50,169.50	51,674.59
4	03/01/2022	952.37	138.38	813.99	49,355.51	50,836.18
5	04/01/2022	952.37	136.14	816.23	48,539.28	49,995.46
6	05/01/2022	952.37	133.89	818.48	47,720.80	49,152.42
7	06/01/2022	952.37	131.63	820.74	46,900.06	48,307.06
8	07/01/2022	952.37	129.37	823.00	46,077.06	47,459.37
9	08/01/2022	952.37	127.10	825.27	45,251.79	46,609.34
10	09/01/2022	952.37	124.82	827.55	44,424.24	45,756.97
11	10/01/2022	952.37	122.54	829.83	43,594.41	44,902.24
12	11/01/2022	952.37	120.25	832.12	42,762.29	44,045.16
13	12/01/2022	952.37	117.95	834.42	41,927.87	43,185.71
14	01/01/2023	952.37	115.65	836.72	41,091.15	42,323.88
15	02/01/2023	952.37	113.34	839.03	40,252.12	41,459.68
16	03/01/2023	952.37	111.03	841.34	39,410.78	40,593.10
17	04/01/2023	952.37	108.71	843.66	38,567.12	39,724.13
18	05/01/2023	952.37	106.38	845.99	37,721.13	38,852.76
19	06/01/2023	952.37	104.05	848.32	36,872.81	37,978.99
20	07/01/2023	952.37	101.71	850.66	36,022.15	37,102.81
21	08/01/2023	952.37	99.36	853.01	35,169.14	36,224.21
22	09/01/2023	952.37	97.01	855.36	34,313.78	35,343.19
23	10/01/2023	952.37	94.65	857.72	33,456.06	34,459.74
24	11/01/2023	952.37	92.28	860.09	32,595.97	33,573.85
25	12/01/2023	952.37	89.91	862.46	31,733.51	32,685.52
26	01/01/2024	952.37	87.53	864.84	30,868.67	31,794.73
27	02/01/2024	952.37	85.15	867.22	30,001.45	30,901.49
28	03/01/2024	952.37	82.75	869.62	29,131.83	30,005.78
29	04/01/2024	952.37	80.36	872.01	28,259.82	29,107.61
30	05/01/2024	952.37	77.95	874.42	27,385.40	28,206.96
31	06/01/2024	952.37	75.54	876.83	26,508.57	27,303.83
32	07/01/2024	952.37	73.12	879.25	25,629.32	26,398.20
33	08/01/2024	952.37	70.69	881.68	24,747.64	25,490.07
34	09/01/2024	952.37	68.26	884.11	23,863.53	24,579.44
35	10/01/2024	952.37	65.82	886.55	22,976.98	23,666.29
36	11/01/2024	952.37	63.38	888.99	22,087.99	22,750.63

Sales tax of \$0.00 is included in the financed amount shown above.

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Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

ATTACHMENT 1**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT****Lease Payment Schedule**LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLCLESSEE: CITY OF KERRVILLE, TEXASLEASE NUMBER: 500-50328384LEASE DATE: NOVEMBER 1, 20 21

Payment Number	Payment Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
37	12/01/2024	952.37	60.93	891.44	21,196.55	21,832.45
38	01/01/2025	952.37	58.47	893.90	20,302.65	20,911.73
39	02/01/2025	952.37	56.00	896.37	19,406.28	19,988.47
40	03/01/2025	952.37	53.53	898.84	18,507.44	19,062.66
41	04/01/2025	952.37	51.05	901.32	17,606.12	18,134.30
42	05/01/2025	952.37	48.56	903.81	16,702.31	17,203.38
43	06/01/2025	952.37	46.07	906.30	15,796.01	16,269.89
44	07/01/2025	952.37	43.57	908.80	14,887.21	15,333.83
45	08/01/2025	952.37	41.06	911.31	13,975.90	14,395.18
46	09/01/2025	952.37	38.55	913.82	13,062.08	13,453.94
47	10/01/2025	952.37	36.03	916.34	12,145.74	12,510.11
48	11/01/2025	952.37	33.50	918.87	11,226.87	11,563.68
49	12/01/2025	952.37	30.97	921.40	10,305.47	10,614.63
50	01/01/2026	952.37	28.43	923.94	9,381.53	9,662.98
51	02/01/2026	952.37	25.88	926.49	8,455.04	8,708.69
52	03/01/2026	952.37	23.32	929.05	7,525.99	7,751.77
53	04/01/2026	952.37	20.76	931.61	6,594.38	6,792.21
54	05/01/2026	952.37	18.19	934.18	5,660.20	5,830.01
55	06/01/2026	952.37	15.61	936.76	4,723.44	4,865.14
56	07/01/2026	952.37	13.03	939.34	3,784.10	3,897.62
57	08/01/2026	952.37	10.44	941.93	2,842.17	2,927.44
58	09/01/2026	952.37	7.84	944.53	1,897.64	1,954.57
59	10/01/2026	952.37	5.23	947.14	950.50	979.02
60	11/01/2026	952.37	1.87	950.50	0.00	-
Grand totals		57,142.20	4,544.15	52,598.05		

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____



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

SUBJECT: Interlocal Cooperation Contract between Texas Health and Human Services Commission (acting on behalf of the Kerrville State Hospital) and the City of Kerrville for pre-employment and fitness for duty evaluations for police officers.

AGENDA DATE OF: January 25, 2022 **DATE SUBMITTED:** Dec 09, 2021

SUBMITTED BY: Chris McCall

EXHIBITS: [20220125_Contract_Agreement KSH_KPD.pdf](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$4500	\$4500	\$4500	

PAYMENT TO BE MADE TO:

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

SUMMARY STATEMENT:

The Kerrville State Hospital will provide under this Contract, to the Kerrville Police Department, pre-employment evaluations of applicants for police officers and Fitness for Duty Evaluations; consultations, to include quarterly in-service training to the Local Government. Services will be provided in accordance with the Texas Commission on Law Enforcement Standards of pre-employment. These services for pre-employment shall include at a minimum a test of psychopathology, normal personality, and brief intellectual screen along with a face-to-face interview. Any additional services will be accomplished in accordance with prevailing police psychology standards. This service will be provided for an amount not to exceed \$4500 annually.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute the Interlocal contract.

INTERLOCAL COOPERATION CONTRACT
BETWEEN
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
CITY OF KERRVILLE

1. Purpose

The Health and Human Services Commission (“**HHSC**”), for and on behalf of its facility the Kerrville State Hospital (“**Facility**”), and City of Kerrville (“**Recipient**”), for and on behalf of its Police Department, each a “**Party**” and collectively the “**Parties**,” enter into the following Interlocal Cooperation Contract for Police Officer Pre-Employment Evaluation Services (the “**Contract**”) pursuant to the provisions of the “Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code.

2. Contract Representatives

The following will act as the designated Representative authorized to administer activities under this Contract on behalf of its respective Party:

HHSC

Terry Jane Mohnke, CTCM
721 Thompson Drive
Kerrville, Texas 78028
(830) 258-5285
jane.mohnke@hhs.texas.gov

Recipient

E. A. Hoppe, City Manager
701 Main Street
Kerrville, Texas 78028
(830) 258-1110
eahoppe@kerrvilletx.gov

3. Statement of Services

The Parties agree to cooperate to provide all authorized services and resources necessary in accordance with the terms of this Contract. The Facility shall provide pre-employment evaluation services. Specifically, the Facility will provide pre-employment and fitness-for-duty evaluations of applicants for police officers and consultations, which includes quarterly in-service training to the Recipient. All services provided will be in accordance with the Texas Commission on Law Enforcement Standards and shall include at a minimum a test of psychopathology, normal personality, and brief intellectual screening along with an applicant face-to-face interview. Any additional services will be accomplished in accordance with prevailing police psychology standards.

4. Contract Period

The Contract is effective on the date of the latter of the Parties to sign this agreement and terminates on **August 31, 2026**, unless terminated pursuant to the terms and conditions of the Contract.

The Parties to this Contract may modify this contract only through the execution of a written amendment signed by both parties.

5. Contract Amount, Invoicing, and Payment for Services Provided

- 5.1. The total amount of this Contract shall not exceed **\$4,500.00** per the State fiscal year (September 1st through August 31st).
- 5.2. HHSC will submit invoices to the Recipient for costs determined in accordance with the terms and conditions of this Contract based on the fee set forth in **Subsection 5.4** below, but shall not exceed the total amount set forth in **Subsection 5.1**, which does not include or allow for indirect costs. The Parties acknowledge that the HHSC provided services related to and under this Contract prior to the execution of this Contract.
- 5.3. The services provided by HHSC and accepted by the Recipient between September 1, 2020 and April 30, 2021, and the execution of this Contract, are hereby ratified and incorporated in this Contract as of the effective date of this Contract.
- 5.4. Recipient shall pay HHSC **\$300.00** per pre-employment evaluation or other related service with the not-to-exceed number of 15 evaluations per state fiscal year.
- 5.5. Recipient shall pay HHSC **within 30 days** of receiving an HHSC invoice.
- 5.6. HHSC will send a delinquency notice to the Recipient 30 days after invoicing date. Recipient will have 30 days to make payment in full to avoid discontinuance of services. If Recipient receives more than three delinquency notices in one state fiscal year, then HHSC may terminate this Contract according to **Section 6.16** of this Contract.
- 5.7. **All payments must be made payable to the Health and Human Services Commission and include either the ASSOCIATED INVOICE NUMBER on the check and/or check stub, or attach a copy of the invoice to the check. Payments should be mailed to the following addresses:**

Mail checks to:
Kerrville State Hospital
Attn: Cashier
721 Thompson Drive
Kerrville, Texas 78028

6. General Terms and Conditions

- 6.1. **Amendments.** This Contract may be amended only by a written Amendment executed by both Parties.
- 6.2. **Applicable Law and Venue.** The Parties agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the state of Texas, except for its provisions regarding conflicts of laws. The Parties also agree that the exclusive venue and jurisdiction of any legal action or suit brought by HHSC concerning this Contract shall be brought in a court of competent jurisdiction in Travis County, Texas, unless mandated otherwise by statute.

6.3. **Contract Execution.** Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Additionally, each Party agrees that this Contract, as well as any amendments thereto, may be executed by written or electronic signature and may be delivered in multiple counterparts by facsimile or other electronic transfer of an originally signed document, each of which will be as binding on the Party or Parties as an original document. The Parties each agree that this transaction and Contract may be conducted under the Texas Uniform Electronic Transactions Act (“UETA”), and in particular, the Parties each consent to an electronic signature (as defined in Texas UETA) as an enforceable signature for this Contract and any amendment thereto. The Parties further agree that any objections that electronic signatures and electronically transmitted documents do not constitute the “best evidence” of the documents, or that they do not comply with the “Statute of Frauds,” as well as any other similar objections to the validity or admissibility of the document, are hereby expressly waived by the Parties.

6.4. **Dispute Resolution.** To the extent that Tex. Gov’t Code Ch. 2260 is applicable to this Contract, the dispute resolution process provided for in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by HHSC and Recipient to attempt to resolve any claim for breach of contract made by Recipient that cannot be resolved in the ordinary course of business. HHSC’s Office of Chief Counsel shall examine any claim and negotiate with Recipient in an effort to resolve the claim. **THE PARTIES SPECIFICALLY AGREE THAT (I) NEITHER THE EXECUTION OF THE CONTRACT BY HHSC NOR ANY OTHER CONDUCT, ACTION, OR INACTION BY ANY REPRESENTATIVE OF HHSC RELATING TO THIS CONTRACT CONSTITUTES OR IS INTENDED TO CONSTITUTE A WAIVER OF HHSC’S OR THE STATE’S SOVEREIGN IMMUNITY TO SUIT; AND (II) HHSC HAS NOT WAIVED ITS RIGHT TO SEEK REDRESS IN THE COURTS.**

6.5. **Entire Agreement.** This Contract contains all the terms and provisions between HHSC and the Recipient relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same, including, without limitation, any electronic mail correspondence between the Parties in connection with this Contract, shall be of any force or effect, except for any correspondence regarding the start and end time for the engagement.

6.6. **Executive Head of a State Agency.** In accordance with Section 669.003 of the Tex. Gov’t Code, relating to contracting with the executive head of a state agency, Recipient certifies that it is not (1) the executive head of the Agency, (2) a person who at any time during the four years before the date of the contract was the executive head of HHSC, or (3) a person who employs a current or former executive head of HHSC.

6.7. **Excluded Parties.** Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,” published by the United States Department of the Treasury, Office of Foreign Assets Control.

6.8. **Force Majeure.** Neither Recipient nor HHSC shall be liable to the other for any delay in, or failure of performance of, any requirement included in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of

performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

6.9. **Inability to Provide Services.** If HHSC is unable to provide the Services, it will attempt to notify the Recipient in advance, but shall not be liable to the Recipient for not being able to provide the Services.

6.10. **No Waiver of Sovereign Immunity.** Nothing in this Contract shall be construed as a waiver of the HHSC's or the State's sovereign immunity. Neither this Contract nor any action or inaction of HHSC shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to HHSC or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to HHSC or the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. HHSC does not waive any privileges, rights, defenses, or immunities available to HHSC by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract. Notwithstanding the forgoing, if Recipient is a state agency or department, district, authority, county, municipality, or other political subdivision of the state, then nothing in this Contract should be construed to abrogate any rights or affirmative defenses available to Recipient under doctrines of sovereign and official immunity.

6.11. **Notice Requirements.**

- A. All notices given by Recipient shall be in writing, include this Contract number, comply with all terms and conditions of the Contract, and be delivered to HHSC's Contract Representative identified in **Section 2** above.
- B. Recipient shall send legal notices to HHSC at the address below and provide a copy to HHSC's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe Street; Mail Code 1100
Austin, Texas 78751

- C. Notices given by either Party shall be deemed delivered when received by the other Party.
- D. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

6.12. **Public Information Act.** This Contract and Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to Chapter 552 of the Tex. Gov't Code (the "**Public Information Act**"). In accordance with Section 2252.907 of the Tex. Gov't Code, Recipient is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under

the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

- 6.13. **Publicity.** Recipient must not use the name of, or directly or indirectly refer to, HHSC, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to this Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations, without the expressed written approval of HHSC.
- 6.14. **Termination.** In the event federal or state laws or other requirements are amended or judicially interpreted so that either Party is unable to fulfill the terms of the Contract, or if the Parties are unable to agree upon any amendment needed to enable the continuation of Services described herein, then the Parties will be discharged from any further obligations created under the terms of the Contract. The Parties, however, will equitably settle respective accrued obligations incurred up to the date of termination.

If Recipient fails to make any payments pursuant to **Section 5** of the Contract, as they come due, HHSC shall have the right to terminate this Contract. HHSC will send Recipient notice of intent to terminate at least 30 calendar days prior to the date of termination. Recipient must cure any default within 30 calendar days from receipt of notice of termination. Notice may be given by any method which verifies receipt.

Should either Party breach this Contract, the non-breaching Party may, at its option, terminate this Contract immediately without prior notice.

This Contract is subject to termination or cancellation, either in whole or in part, without penalty to HHSC, subject to the availability of federal or state funds.

Additionally, this Contract may be canceled at any time by mutual agreement, or, if not by such agreement, either Party may cancel this Contract at any time by giving at least 30 calendar days' written notice in advance to the other Party's designated Representative.

- 6.15. **Texas Government Code Certifications.** In accordance with the Tex. Gov't Code Ch. 2270, Recipient represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Tex. Gov't Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the contract, Recipient shall promptly notify HHSC. Furthermore, Recipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Tex. Gov't Code.

7. Recordkeeping and Reporting

- 7.1. Recipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to HHSC, the Texas State Auditor's Office, the United States Government, and their authorized representatives' sufficient information to determine compliance with the terms and conditions of the Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Recipient shall maintain legible copies of the Contract and all related

documents for a minimum of 7 years after the termination of the Contract or after the completion of any litigation or dispute involving this Contract, whichever is later.

7.2. Recipient and any of Recipient's affiliate or subsidiary organizations or subcontractors will permit HHSC or any of its duly authorized representatives, as well as duly authorized federal, state, or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which include but is not limited to financial, patient records, books, papers or documents related to this Contract. If this Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the state of Texas that will have a right of access to records as described in this section include: HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by HHSC or any duly authorized authority, for the purpose of investigation or hearing, Recipient shall produce original documents related to this Contract. HHSC and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Recipient shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

8. Certifications

The undersigned contracting Parties certify that:

- (1) The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agency of state government or local government;
- (2) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract;
- (3) The proposed arrangements serve the interest of efficient and economical administration of state government and local government; and
- (4) The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

HHSC further certifies that it has sufficient statutory authority to contract for the services described in this Contract under *Texas Government Code Chapter 531*.

Recipient further certifies that it has sufficient statutory authority to Contract for the services described in this contract under *Texas Local Government Code Chapter 51*.

16. Signatures

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract.

**Health and Human Services
Commission**

By: _____
Leigh Ann Fitzpatrick
Superintendent, Kerrville State Hospital

Date of Execution: _____

City of Kerrville

By: _____
E. A. Hoppe
City Manager

Date of Execution: _____



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

SUBJECT: City Council workshop minutes held January 11, 2022.

AGENDA DATE OF: January 25, 2022 **DATE SUBMITTED:** Jan 13, 2022

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20220125_Minutes Council workshop 1-11-22 5pm.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

City Council workshop minutes held January 11, 2022 at 5:00 p.m., in the City Hall Council Chambers.

RECOMMENDED ACTION:

Approve minutes as presented.

**CITY COUNCIL WORKSHOP MINUTES
CITY HALL COUNCIL CHAMBERS, 701 MAIN STREET**

**JANUARY 11, 2022 5:00 PM
KERRVILLE, TEXAS**

CALL TO ORDER: On January 11, 2022 at 5:00 p.m., the City Council workshop was called to order by Mayor Bill Blackburn at the City Hall Council Chambers, 701 Main Street.

COUNCILMEMBERS PRESENT:

Bill Blackburn, Mayor
Kim Clarkson, Mayor Pro Tem, Councilmember Place 2
Roman Garcia, Councilmember Place 1
Judy Eychner, Councilmember Place 3
Brenda Hughes, Councilmember Place 4

COUNCILMEMBER ABSENT: None

CITY STAFF PRESENT:

E.A. Hoppe, City Manager	Guillermo Garcia, Executive Director Innovation
Mike Hayes, City Attorney	Yesenia Luna, Municipal Court Coordinator
Shelley McElhannon, City Secretary	Eric Maloney, Fire Chief
Julie Behrens, Director of Finance	Kim Meismer, Executive Director General Ops
Stuart Cunyus, Public Info Officer	Curtis Thomason, Assistant Chief of Police
Kesha Franchina, Deputy City Secretary	

VISITORS PRESENT:

Gil Salinas, Kerrville Economic Development Corporation
John Harrison, Chair – Public Safety Facility Bond Committee

1. PUBLIC COMMENT: None

2. INFORMATION, DISCUSSION, AND POSSIBLE ACTION:

2A. Kerrville Economic Development Corporation (KEDC) quarterly update.

Gil Salinas provided information and responded to questions.

2B. Public Safety Facility Bond Committee report/recommendation(s).

John Harrison provided information, and John Harrison, E.A. Hoppe, Jim Thomas, Tony Lenard, Steve Lehman, and Julie Behrens responded to questions.

Recommendation: The facility be 69,000 square feet, and require 7 acres of land, assuming a one-story construction; housing the Police Department, Fire Administration, Municipal Court, Emergency Operations Center, and Information Technology Department. This recommendation is projected for the City's needs at least to the next fifteen years.

ADJOURN. The workshop adjourned at 5:58 p.m.

APPROVED BY COUNCIL: _____ ATTEST:

Bill Blackburn, Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: City Council meeting minutes held January 11, 2022.

AGENDA DATE OF: January 25, 2022 **DATE SUBMITTED:** Jan 13, 2022

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20220125_Minutes Council meeting 1-11-22 6pm.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

City Council meeting minutes held January 11, 2022 at 6:00 p.m., in the City Hall Council Chambers.

RECOMMENDED ACTION:

Approve minutes as presented.

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
JANUARY 11, 2022 6:00 PM**

On January 11, 2022 at 6:00 p.m., the City Council meeting was called to order by Mayor Bill Blackburn at the City Hall Council Chamber, 701 Main Street. Councilmember Kim Clarkson provided the invocation and led the Pledge of Allegiance.

COUNCILMEMBERS PRESENT:

Bill Blackburn	Mayor
Kim Clarkson	Mayor Pro Tem, Councilmember Place 2
Roman Garcia	Councilmember Place 1
Judy Eychner	Councilmember Place 3
Brenda Hughes	Councilmember Place 4

COUNCILMEMBER ABSENT: None

CITY EXECUTIVE STAFF:

E.A. Hoppe, City Manager	Kesha Franchina, Deputy City Secretary
Mike Hayes, City Attorney	Guillermo Garcia, Exec Dir Innovation
Shelley McElhannon, City Secretary	Eric Maloney, Fire Chief
Stuart Barron, Exec Dir PW & Engineering	Kim Meismer, Exec Director General Ops
Julie Behrens, Director of Finance	Drew Paxton, Chief Planner
Stuart Cunyus, Public Info Officer	Curtis Thomason, Assistant Chief of Police

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

Mayor Blackburn provided information and announced standard safety protocols observed during the meeting, including offering a Zoom component.

1. ANNOUNCEMENTS OF COMMUNITY INTEREST: An item of interest to the community was presented by Mayor Blackburn.

2. PRESENTATIONS:

2A. City's ongoing preparedness and response to Covid-19 (Coronavirus).

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

3. VISITORS FORUM:

The following persons spoke:

- Bethany Puccio
- Peggy McKay
- George Baroody (Zoom)
- Bruce Stracke (Zoom)

E.A. Hoppe and Mayor Blackburn provided clarification.

4. CONSENT AGENDA:

Councilmember Judy Eychner requested to pull item 4A. Councilmember Clarkson made a motion to accept the consent agenda items 4B and 4C as presented, and Councilmember Brenda Hughes seconded. The motion passed 5-0.

4B. Minutes for the City Council workshop held December 14, 2021.

4C. Minutes for the City Council meeting held December 14, 2021.

END OF CONSENT AGENDA.

4A. Construction Agreement with S&S Controls and Motors for generator improvements in the amount of \$70,111.00.

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

Councilmember Eychner made a motion to approve item 4A, seconded by Councilmember Roman Garcia. The motion passed 5-0.

5. PUBLIC HEARINGS AND RESOLUTIONS:

5A. Resolution No. 01-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property comprising Lot 16 and part of Lot 15, Block 7, Hillcrest Addition; and more commonly known as 960 Prescott St. N.; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to conditions and restrictions.

Shelley McElhannon read Resolution No. 01-2022 caption into record.

Drew Paxton presented information, and Drew Paxton, E.A. Hoppe, and Chief Curtis Thomason responded to questions.

Mayor Blackburn opened the public hearing at 6:45 p.m.

The following persons spoke:

- Matthew Sletten
- Erin Spillers
- George Baroody (Zoom)

Mayor Blackburn closed the public hearing at 6:53 p.m.

Councilmember Hughes made a motion to approve Resolution No. 01-2022, seconded by Councilmember Garcia. The motion passed 5-0.

5B. Resolution No. 02-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of two tracts of land, comprising approximately 1.587 acres, being part of Survey No. 123, Abstract No. 225; and more commonly known as 1796 Arcadia Loop; said property is located within a Medium Density Residential Zoning District (R-2); and making said permit subject to conditions and restrictions.

Shelley McElhannon read Resolution No. 02-2022 caption into record.

Drew Paxton presented information and responded to questions.

Mayor Blackburn opened the public hearing at 6:56 p.m.

The following person spoke:

- Sean Olston

Mayor Blackburn closed the public hearing at 6:59 p.m.

Councilmember Eychner made a motion to approve Resolution No. 02-2022 as presented, seconded by Councilmember Hughes. The motion passed 5-0.

5C. Resolution No. 03-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property comprising a part of Lots 21 and 22, Block 8, Lowry Addition; and more commonly known as 400 Lowry Street S.; said property is located within a Single-Family Residential with Accessory Dwelling Unit Zoning District (R-1A); and making said permit subject to conditions and restrictions.

Shelley McElhannon read Resolution No. 03-2022 caption into record.

Drew Paxton presented information and responded to questions.

Mayor Blackburn opened the public hearing at 7:01 p.m.

No one spoke.

Mayor Blackburn closed the public hearing at 7:01 p.m.

Councilmember Eychner made a motion to approve Resolution No. 03-2022, seconded by Councilmember Hughes. The motion passed 5-0.

5D. Resolution No. 04-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property comprising part of Lot 31, Block 106; Westminster Addition; and more commonly known as 1807 E. Main St. N.; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to conditions and restrictions.

Shelley McElhannon read Resolution No. 04-2022 caption into record.

Drew Paxton presented information and responded to questions.

Mayor Blackburn opened the public hearing at 7:04 p.m.

The following person spoke:

- Callie Pipes

Mayor Blackburn closed the public hearing at 7:04 p.m.

Councilmember Clarkson made a motion to approve Resolution No. 04-2022, seconded by Councilmember Eychner. The motion passed 5-0.

5E. Resolution No. 05-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property comprising Lot 35, part of Lot 34, Block 106, Westminster Annex Addition; and more commonly known as 205 Westminster; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to conditions and restrictions.

Shelley McElhannon read Resolution No. 05-2022 caption into record.

Drew Paxton presented information. Drew Paxton and Mike Hayes responded to questions.

Mayor Blackburn opened the public hearing at 7:06 p.m.

The following persons spoke:

- Abel Parades
- Bruce Stracke (Zoom)

Mayor Blackburn closed the public hearing at 7:10 p.m.

Councilmember Hughes made a motion to approve Resolution No. 05-2022, seconded by Councilmember Clarkson. The motion passed 5-0.

5F. Resolution No. 06-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property comprising Lot 5, Block 42, Westland Place

Addition; and more commonly known as 600 Woodlawn Avenue N.; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to conditions and restrictions.

Shelley McElhannon read Resolution No. 06-2022 caption into record.

Drew Paxton presented information and responded to questions.

Mayor Blackburn opened the public hearing at 7:14 p.m.

The following person spoke:

- Jeanette Tilley (Zoom)

Mayor Blackburn closed the public hearing at 7:16 p.m.

Councilmember Clarkson made a motion to approve Resolution No. 06-2022, seconded by Councilmember Eychner. The motion passed 5-0.

5G. Resolution No. 07-2022. A Resolution granting a Conditional Use Permit to authorize a Convenience Store with Fuel Sales on the property consisting of Lots 6, 7, 8, 9, 11, 12, 13, 14, 15, Block 2, of the G Street South Addition; and more commonly known as 1001 Sidney Baker Street S.; said property is located within a Mixed Use Zoning District (MU); and making said permit subject to conditions and restrictions.

Shelley McElhannon read Resolution No. 07-2022 caption into record.

Drew Paxton presented information and responded to questions.

Mayor Blackburn opened the public hearing at 7:19 p.m.

The following persons spoke:

- David Martin
- Sylvia Fritz

Mayor Blackburn closed the public hearing at 7:21 p.m.

Councilmember Hughes noted Resolution No. 07-2022 document page 3, the property is listed as a Short-Term Rental location instead of a Convenience Store with Fuel Sales. Mike Hayes advised the Resolution No. 07-2022 page 3, would be amended to a Convenience Store with Fuel Sales. Councilmember Eychner made a motion to approve Resolution No. 07-2022, seconded by Councilmember Hughes. The motion passed 5-0.

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

6A. Ordinance No. 2022-03. An Ordinance annexing two tracts of land plus an adjacent public right-of-way that exists as part of Coronado Drive, into the Corporate Limits of the City of Kerrville, Texas; such property making up approximately 16.85 acres and generally located north and west of the 700 block of Coronado Drive; each property more specifically described in the Ordinance and being located within the extraterritorial jurisdiction of the City; adopting a Service Agreement; establishing the zoning for the annexed property as a Single-Family Residential Zoning District (R-1); rezoning an adjacent tract of land currently located within the City, by changing its zoning to an R-1 Zoning District; and providing other matters relating to this subject.

Shelley McElhannon read Ordinance No. 2022-03 caption into record.

Drew Paxton presented information. Drew Paxton and Stuart Barron responded to questions.

Mayor Blackburn opened the public hearing at 7:28 p.m.

The following persons spoke:

- Greg Richards

- Conroe Dunlap
- Jennyth Peterson
- Derek Syfert
- Phillip Coppin (Zoom)
- George Baroody (Zoom)
- Bruce Stracke (Zoom)

Mayor Blackburn closed the public hearing at 8:07 p.m.

Council discussion ensued, and Greg Richards and Stuart Barron responded to questions.

Councilmember Garcia made a motion to approve Ordinance No. 2022-03 but with the zoning of Residential Estates (RE). Mayor called for a second, with no second. The motion failed for lack of a second.

Councilmember Eychner made a motion to approve Ordinance No. 2022-03 annexing and R1 for zoning, seconded by Councilmember Clarkson. The motion passed 3-2 with Mayor Blackburn, Councilmember Clarkson, and Councilmember Eychner voting in favor, and Councilmember Garcia and Councilmember Hughes voting opposed.

6B. Ordinance No. 2022-04. An Ordinance annexing a tract of land into the Corporate Limits of the City of Kerrville, Texas; such property making up approximately 6.0 acres and generally located southeast of and adjacent to Holdsworth Drive, and a portion of which connects to Paschal Avenue N.; more commonly known 253 Holdsworth Dr.; such property more specifically described in the Ordinance and being located within the extraterritorial jurisdiction of and adjacent to the City Limits; adopting a Service Agreement; establishing the zoning for the annexed property as a Multi-Family Residential (R-3) Zoning District; and providing other matters relating to this subject.

Shelley McElhannon read Ordinance No. 2022-04 caption into record.

Drew Paxton presented information and responded to questions.

Mayor Blackburn opened the public hearing at 8:19 p.m.

The following persons spoke:

- George Baroody (Zoom)
- April Engstrom (Zoom)

Mayor Blackburn closed the public hearing at 8:24 p.m.

Councilmember Hughes made a motion to approve Ordinance No. 2022-04, seconded by Councilmember Eychner. The motion passed 5-0.

6C. Ordinance No. 2022-05. An Ordinance annexing two tracts of land plus an adjacent public right-of-way that exists as part of Lehmann Drive, into the Corporate Limits of the City of Kerrville, Texas; such property making up approximately 168.84 acres and generally located along the west and southwest borders of Peterson Regional Medical Center; such property more specifically described in this Ordinance and being located within the extraterritorial jurisdiction of the City and adjacent to the City Limits; adopting a Service Agreement; establishing the zoning for the annexed property as Agriculture (AG) and Public and Institutional (PI) Zoning Districts; and providing other matters relating to this subject.

Shelley McElhannon read Ordinance No. 2022-05 caption into record.

Drew Paxton presented information and responded to questions.

Mayor Blackburn opened the public hearing at 8:27 p.m.

The following person spoke:

- Cory Edmonson, Peterson Regional Medical Center

Joe Piszcior and Greg Shrader, no comment - in attendance to respond to questions

Mayor Blackburn closed the public hearing at 8:29 p.m.

Drew Paxton emphasize the annexation will create one private property donut hole, and Council has acknowledged the reason. The Ordinance does reflect this issue. Mike Hayes and E.A. Hoppe responded to questions.

Councilmember Eychner made a motion to approve Ordinance No. 2022-05 on first reading, seconded by Councilmember Clarkson. The motion was passed 5-0.

6D. Ordinance No. 2022-06. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, such Chapter more commonly known as the City's Zoning Code; by changing the zoning of multiple lots along Washington St. and between Barnett St. and North St., said lots more commonly known as 500, 504, 508, 512, 602, 604, 608, 616, 624, and 625 Washington St.; and 817 Barnett Street; within the City of Kerrville, Kerr County, Texas; from a Residential Transition Zoning District (RT) to a Public and Institutional Zoning District (PI); and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2022-06 caption into record.

Drew Paxton presented information and responded to questions.

Mayor Blackburn opened the public hearing at 8:35 p.m.

No person spoke.

Mayor Blackburn closed the public hearing at 8:36 p.m.

Councilmember Eychner made a motion to approve Ordinance No. 2022-06, seconded by Councilmember Hughes. The motion passed 5-0.

6E. Ordinance No. 2022-02. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, such chapter more commonly known as the City's Zoning Code; by amending said Code to include adding new definitions, revising the requirement for variances, requiring signs for notification, and other amendments as provided herein; providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2022-02 caption into record.

Drew Paxton presented information and responded to questions.

Mayor Blackburn opened the public hearing at 8:54 p.m.

The following person spoke:

- George Baroody (Zoom)

Mayor Blackburn closed the public hearing at 8:57 p.m.

Council discussion ensued, and Drew Paxton and Mike Hayes responded to questions.

Councilmember Garcia requested on page 7, 3.B. to add back "dwelling unit" and remove "trailer or vehicle"; to read as (A travel trailer or a recreational vehicle may be parked within a residential district but shall only be: B. Occupied by one or more people who do not claim the dwelling unit as their permanent residence: and).

Councilmember Eychner made a motion to approve Ordinance No. 2022-02 on first reading with the change on page 7 adding back in “dwelling unit” and removing “trailer or vehicle”, seconded by Councilmember Hughes. The motion passed 5-0.

7. ORDINANCE(S), SECOND READING:

7A. Ordinance No. 2022-01, second reading. An Ordinance amending Chapter 74 of the Code of Ordinances, City of Kerrville, Texas, titled “Parks and Recreation”, by adding a new Article III “Parkland Dedication”, to include parkland dedication requirements for new residential development within the City and its extraterritorial jurisdiction; providing an effective date; and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2022-01 into record.

Drew Paxton presented information and responded to questions.

Councilmember Eychner made a motion to approve Ordinance No. 2022-01 on second reading, seconded by Councilmember Clarkson. The motion passed 5-0.

8. CONSIDERATION AND POSSIBLE ACTION:

8A. Economic Development Grant Agreement between Sid Peterson Memorial Hospital, Inc. and the City of Kerrville, Texas Economic Improvement Corporation for infrastructure necessary to promote or develop new or expanded business enterprises that create primary jobs.

Shelley McElhannon read item 8A caption into record.

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

The following persons spoke:

- Cory Edmonson, no comment - in attendance for questions
- Peggy McKay
- Joe Piszcior, provided responses to questions
- Bruce Stracke (Zoom)
- Greg Shrader

E.A. Hoppe provided clarification.

Councilmember Eychner made a motion to approve the Economic Development Grant Agreement between Sid Peterson Memorial Hospital and the City of Kerrville Texas Economic Improvement Corporation, seconded by Councilmember Hughes. The motion passed 5-0.

9. BOARD APPOINTMENTS:

9A. Appointment of chair and vice-chair for the Tax Increment Reinvestment Zone (TIRZ) Board of Directors. (This item is eligible for Executive Session 551.074).

Shelley McElhannon read item 9A caption into record.

Councilmember Clarkson made a motion to reappoint Kenneth Early as Chair and Mindy Wendele as Vice-Chair, seconded by Councilmember Eychner. The motion passed 5-0.

10. ITEMS FOR FUTURE AGENDAS: None

- Mayor’s Public Health Task Force status (Councilmember Garcia)
- Election procedures (Councilmember Garcia)

- Tree preservation on the next agenda (Mayor Blackburn), seconded by Councilmember Garcia. Consensus of Council 5-0.

11. EXECUTIVE SESSION: N/A

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

ADJOURN. The meeting adjourned at 9:23 p.m.

APPROVED BY COUNCIL: _____

APPROVED:

ATTEST:

Bill Blackburn, Mayor

Shelley McElhannon, City Secretary



**TO BE CONSIDERED BY THE
PLANNING AND ZONING COMMISSION
CITY OF KERRVILLE, TEXAS**



SUBJECT: Ordinance No. 2022-02, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, such chapter more commonly known as the City's Zoning Code; by amending said Code to include adding new definitions, revising the requirement for variances, requiring signs for notification, and other amendments as provided herein; providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject.

AGENDA DATE OF: January 25, 2022 **DATE** Jan 13, 2022
SUBMITTED:

SUBMITTED BY: Drew Paxton

EXHIBITS: [20220125_Ord 2022-02 Zoning Code amendments 2nd reading.pdf](#)

Kerrville 2050 Item?	Yes
Key Priority Area	E - Economic Development
Guiding Principle	E2. Develop policies, processes and programs, including economic incentives, which are clear and consistently applied by a team of City and partner economic development entities working with stakeholders and focused on attracting, retaining and expanding business
Action Item	E2.12 - Ensure that Development Services processes and existing codes and ordinances are not impediments to development/redevelopment

SUMMARY STATEMENT:

The City Council adopted the current zoning code in the fall of 2019, following the recommendations from the Kerrville 2050 Implementation Plan. With that adoption, Council encouraged periodic review and updates to the new zoning code to ensure consistency with the goals and objectives within the Kerrville 2050 Plan. Subsequently, Council approved a minor update to the zoning code in the fall of 2020. After another year's worth of development projects and building permits, there are a few items that have been brought forth to be reviewed and updated this year. This includes recommendations from City Council, Planning and Zoning Commission, and staff through recent development projects.

Updates and amendments include:

- Short Term Rental definition
- Additional notices of public hearings
- Shipping Containers in various districts
- Building Height requirements
- Traffic Impact Analysis
- Garage Sales
- Recreational Vehicles
- Land Use Table for Medical Offices

The Planning and Zoning Commission reviewed these updates on October 21st and recommended approval on December 2nd.

On January 11, 2022, the City Council unanimously approved Ordinance No. 2022-02 on first reading.

RECOMMENDED ACTION:

Approve Ordinance No. 2022-02, on second reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2022-02**

AN ORDINANCE AMENDING CHAPTER 60 OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS, SUCH CHAPTER MORE COMMONLY KNOWN AS THE CITY'S ZONING CODE; BY AMENDING SAID CODE TO INCLUDE ADDING NEW DEFINITIONS, REVISING THE REQUIREMENT FOR VARIANCES, REQUIRING SIGNS FOR NOTIFICATION, AND OTHER AMENDMENTS AS PROVIDED HEREIN; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

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

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

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

WHEREAS, pursuant Section 60-73 of the Zoning Code, and in accordance with Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing held before the City Council on January 11, 2022, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in a number of amendments to the Zoning Code as provided herein; and

WHEREAS, on January 11, 2022, City Council held a public hearing on various zoning amendments pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

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

“Sec. 60-17. - Terms defined.

:

Short-term rental unit means a facility, located in a residential zoning district, used for the purpose of providing short-term lodging for compensation, architecturally designed to look like a single-family dwelling, which may also be occupied concurrently as the residence for the owner, operator, or manager of the property, or providing separate lodging units such as cabins, guest homes, or similar residential-scale structures but in any instance, may not house more than ten (10) occupants, with no more than six bedrooms total on the property, and offering meals only to those who receive lodging, and providing that all bedrooms used as a permanent residence shall count toward the maximum six bedrooms of the short term rental unit.”

SECTION TWO. Section 60-28, subsection (2), of the Zoning Code is amended with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

“*Variances.* Pursuant to section 60-31, the board of adjustment may consider granting, upon written application, variances to the terms of the zoning code, excluding variances to the list of permitted land uses; provided these variances are not contrary to the public interest, and where the applicant can demonstrate that because of special land-related conditions unique to the property, a literal enforcement of the code would result in unnecessary hardship that is ~~neither financial nor not~~ self-imposed, and so that the spirit of the code will be observed and substantial justice done.”

SECTION THREE. Section 60-31 of the Zoning Code is amended by adding a new subsection (2)c., with new language indicated by blue, underline (addition) as follows:

“c. A notification sign posted on the subject property by the Director, visible to persons using the public right-of-way, and which states the purpose and dates of the hearing. The Director shall install the sign at least 11 days before the first public hearing and the sign must remain posted and visible during the pendency of the variance. Such sign is exempt from the City's sign code as a government sign.”

SECTION FOUR. Section 60-31, subsection (3), of the Zoning Code is amended with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

“(3) *Required findings of fact.* No variance shall be granted by the board of adjustment until it makes one or more of the following findings, which as applied to a structure, would result in an unnecessary hardship:

- a. That there are exceptional circumstances or conditions applicable to the property on which the application is made related to size, shape, area, topography, surrounding condition, or location that do not apply generally to other property in the same area and the same zoning district;
- b. That the exceptional circumstances or conditions are such that literal enforcement of the provisions of this chapter would result in an unnecessary hardship inconsistent with the general purpose and intent of this chapter;
- c. That the granting of such variance will not be contrary to the public interest, materially detrimental to the public welfare, or injurious to the property or improvements in the zoning district or area in which the property is located;
- d. That the granting of such variance will not be contrary to the objectives and principles contained in the comprehensive plan, as amended;
- e. That the variance to be granted is the minimum variance that will relieve the proven hardship;
- f. That the variance is not being granted to relieve the applicant of conditions or circumstances:
 1. Which are not inherent in the property itself, but are the result of the use or development of the property;
 2. Which are caused by a division of land on or after date of adoption, other than a division of land resulting from the sale of a property interest to a governmental entity, which division of land caused the property to be unusable for any reasonable development under the existing regulations; or
 3. Which were otherwise self-imposed by the present or a previous owner.
- g. That the variance is not grounded solely upon the opportunity to make the property more profitable or to reduce expense to the current or any future owner;

- h. That the variance would not modify or effectively repeal any development or use regulations set forth in a conditional use permit (CUP) or an ordinance or resolution adopting a concept plan or establishing a planned development district which are in addition to the generally applicable use and development regulations set forth in this zoning code;
- i. That the variance would only affect a specific parcel of property and is not of such a general nature as to effectively constitute a change in zoning of said parcel or a larger area without following the procedures for such as set forth herein;
- j. That the variance does not change the permitted, conditional, or prohibited uses in the zoning district in which the property is located;
- k. the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the City under Section 26.01, Tax Code;
- l. compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development may physically occur;
- m. compliance would result in the structure not being in compliance with a requirement of a City ordinance, building code, or other requirement;
- n. compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- o. the City considers the structure to be a nonconforming structure, in accordance with its regulations.”

SECTION FIVE. Section 60-41 of the Zoning Code is deleted in its entirety, as indicated by red, strikeout (~~deleted~~) as follows:

~~“See. 60-41. Use of Property Located in One Zoning District to Benefit Another.~~

~~No person shall use property located in one zoning district to provide parking for, or access to, a use located on property located in another zoning district unless:~~

~~(1) Parking:~~

~~a. The property being used for said parking is also zoned to permit the use for which such parking is desired;~~

- ~~b. A variance is granted under the provisions of this Zoning Code or the Development Standards ordinance, whichever applies, to allow the off site parking; or,~~
- ~~e. A Conditional Use Permit is secured for the off site parking in accordance with this Zoning Code.~~

(2) Mutual Access:

- ~~a. The property being used for said access is also zoned to permit the use for which such access is desired;~~
- ~~b. A variance is granted under the provisions of this Zoning Code or the Development Standards ordinance, whichever applies, to allow the mutual access; or,~~
- ~~e. A Conditional Use Permit is secured for the mutual access in accordance with this Zoning Code.”~~

SECTION SIX. Section 60-52, subsection (b), of the Zoning Code is amended by adding a new subsection (10), with the new language indicated by blue, underline (addition) as follows:

“(10) Traffic Impact Analysis: An application for MU zoning shall include a traffic impact analysis as defined herein.”

SECTION SEVEN. Section 60-52, subsection (c)(8), of the Zoning Code is amended by adding a new subsection d., with the new language indicated by blue, underline (addition) as follows:

“d. Traffic Impact Analysis: An application for PD zoning shall include a traffic impact analysis as defined herein.”

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

Maximum Building Height	<ul style="list-style-type: none">• 35 feet• <u>No limit except where adjacent to a residential zoning district as defined in subsection (d)(3) above, as follows:</u><ul style="list-style-type: none">• <u>Two stories of up to 35 feet when adjacent to a residential zoning district, plus one foot (1.0') of</u>
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	<p>additional building height permitted for each 1 foot (1.0') of setback from the residential zoning district</p> <ul style="list-style-type: none"> • An installation of a public or private utility <u>is</u> exempt from this requirement
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SECTION NINE. Section 60-60, subsection a.2., of the Zoning Code is amended by adding a new subsection C., with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

“2. These regulations do not apply to:

- A. A boarding home facility, as that term is defined within Chapter 30 of the Code of Ordinances; ~~or~~
- B. Cottage food production that meets the qualifications imposed under state law and subject to other City ordinances, rules, or regulations~~;~~ or
- C. Garage sales, but where no more than four (4) are held per calendar year, none of which lasts longer than three (3) days.”

SECTION TEN. Section 60-60, subsection (13) of the Zoning Code, is amended with deleted language indicated by red, strikeout (~~deleted~~) and the new language indicated by blue, underline (addition) as follows:

“(13) Travel Trailers and Recreational Vehicles: The use of a travel trailer or recreational vehicle shall be subject to the following regulations:

- a. The use of a travel trailer or recreational vehicle as a permanent residence or business anywhere within the City is prohibited, unless located within an RM or C-3 district and on property developed as a Mobile Home Rental Community (MHRC); on property which is being used as a recreational vehicle park even if the recreational vehicle park is a nonconforming use; or where one (1) travel trailer or one (1) recreational vehicle is located on property which is being used for the seasonal retail sale of holiday trees, such use to only occur between November 5 and December 31.
- b. Travel trailers or recreational vehicles parked in a recreational vehicle park or in an RM or C-3 zoning district shall meet the following requirements:

1. Remain road ready with tongue and towing equipment attached to the vehicle or stored onsite; and
2. Utilize temporary utility hookups, such that hardwired electricity and plumbing is prohibited, and

~~It shall be a defense to a violation of subsection (a), above, if:~~

- ~~1. The trailer or recreational vehicle is located on property within an RM district which is developed as a MHRC at the time of the offense; or~~
- ~~2. The trailer or recreational vehicle is located on property which is being used as a recreational vehicle park even if the recreational vehicle park is a nonconforming use; or~~
- ~~c3. The A travel trailer or recreational vehicle Is may be parked within a residential district but shall only be:~~
 - A. Parked on a lot developed with a dwelling unit with a valid certificate of occupancy;
 - B. Occupied by one or more people who do not claim the ~~dwelling unit~~ trailer or vehicle as their permanent residence; and
 - C. ~~Has been~~ Ilocated on the lot for a period not exceeding 14 days.
- ~~d. A travel trailer or recreational vehicle may be stored, which means parked and not in active use, on a developed lot with a dwelling unit. The storage must not create any visibility obstruction or otherwise interfere with pedestrian or vehicular circulation.~~
- ~~4. One (1) travel trailer or one (1) recreational vehicle is located on property which is being used for the seasonal retail sale of holiday trees. This section shall only be valid between November 5 and December 31.”~~

SECTION ELEVEN. Section 60-60 of the Zoning Code is amended by adding a new subsection (17), with the new language indicated by blue, underline (addition) as follows:

“(17) Shipping container. A shipping container is permitted within any public and institutional district (PI), on property of not less than five (5)

acres, and where the shipping container is located at least one-hundred feet (100.0') from a residential district. A container shall be setback behind a line parallel to the front wall of the nearest building and is required to be screened in accordance with this code and/or matched to the color of the nearest building. Each container must be permanently anchored in compliance with the building codes and receive a permit from the City.”

SECTION TWELVE. Section 60-51, subsection (3), of the Zoning Code is amended by correcting a typographical error with the deleted language indicated by red, strikeout (~~deleted~~) and the new language indicated by blue, underline (addition) as follows:

“(3) If notice was originally sent pursuant to Section 211.007 65-84, Texas Local Government Code, the applicable fee necessary to reimburse the City for sending a notice of postponement to those originally notified.”

SECTION THIRTEEN. Section 60-65, subsection (4), of the Zoning Code is amended by adding a new subsection (2)c., with the new language indicated by blue, underline (addition) as follows:

“(4) **Review Process:** Upon receipt of a complete application for a zoning change request, the application shall be reviewed under the process governing the review of an application for rezoning under Section Chapter 211, Texas Local Government Code, including notification, a report from the Director, and public hearings before the Planning and Zoning Commission and City Council, allowing for testimony from the applicant and others who have an interest in the matter, facts, and opinions concerning the proposed change. Notification as referenced above shall include a notification sign posted on the subject property by the Director, visible to persons using the public right-of-way, and which states the purpose and dates of the hearings. The Director shall install the sign at least 11 days before the first public hearing and the sign must remain posted and visible during the pendency of the review. Such sign is exempt from the City's sign code.”

SECTION FOURTEEN. Table 1, Land Use Table, which was adopted as part of the Zoning Code, is amended as follows, such amendments as indicated on the attached table with amendments indicated:

A. Add “shipping container” as an authorized use within a Public and Institutional District.

B. Add “shipping container” to all Residential Districts but as a prohibited use.

C. Add “medical office” as an authorized use within a Public and Institutional District.

SECTION FIFTEEN. The City Manager or designee is authorized and directed to amend the City’s *Official Zoning Map* to reflect the change in districts adopted herein and to take other actions contemplated by and in accordance with the City’s Zoning Code.

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

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

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

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

PASSED AND APPROVED ON FIRST READING, this the 11 day of
January, A.D., 2022.

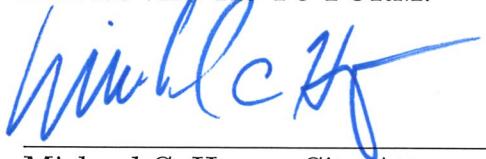
PASSED AND APPROVED ON SECOND AND FINAL READING, this
the _____ of _____, A.D., 2022.

Bill Blackburn, Mayor

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



**TO BE CONSIDERED BY THE
PLANNING AND ZONING COMMISSION
CITY OF KERRVILLE, TEXAS**



SUBJECT: Ordinance No. 2022-03, second reading. An Ordinance annexing two tracts of land plus an adjacent public right-of-way that exists as part of Coronado Drive, into the Corporate Limits of the City of Kerrville, Texas; such property making up approximately 16.85 acres and generally located north and west of the 700 block of Coronado Drive; each property more specifically described in the Ordinance and being located within the extraterritorial jurisdiction of the City; adopting a Service Agreement; establishing the zoning for the annexed property as a Single-Family Residential Zoning District (R-1); rezoning an adjacent tract of land currently located within the City, by changing its zoning to an R-1 Zoning District; and providing other matters relating to this subject.

AGENDA DATE OF: January 25, 2022 **DATE** Jan 13, 2022
SUBMITTED:

SUBMITTED BY: Drew Paxton

EXHIBITS: [20220125_Ord 2022-03 Annex and Zone change 700 Coronado 2nd reading.pdf](#)

Kerrville 2050 Item? Yes

Key Priority Area H - Housing

Guiding Principle C2. Seek to attract a range of housing options to provide choices for people with a variety of ages, incomes, lifestyles, etc.

Action Item

SUMMARY STATEMENT:

Proposal: Public hearing, consideration, and action to recommend an ordinance for the City of Kerrville to annex into its incorporated limits with a zoning classification of R-1, Single Family Residential for approximately 16.85 acres of land; consisting of the property generally located at 700 and 701 Coronado Drive and a portion of Coronado Drive right-of-way.

Procedural Requirements: 47 letters were mailed on 9/23/2021 to adjacent property owners. The public notice was published in the Kerrville Daily Times on 8/12/2021. At the time of drafting this Agenda Bill, no new comments had been received. From the previous notice, Planning received three letters of opposition, one neutral letter, and a neighborhood petition representing 14 properties.

Staff Analysis and Recommendation

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: County

Existing Land Use: Vacant Land

Direction: North & East

Current Zoning: RE

Existing Land Uses: Single family homes

Direction: West, South

Current Zoning: R-1

Existing Land Uses: Single family homes

Consistency with the Kerrville 2050 Comprehensive Plan: The subject property is designated as Rural Living. The surrounding area is designated as Rural Living and Neighborhood Residential. This request is a minor change to the Kerrville 2050 Comprehensive Plan to change this area from Rural Living to Neighborhood Residential. This change matches the adjacent existing neighborhood to the southwest.

Thoroughfare Plan: The subject property is located on Coronado Drive and has two existing street stubs to Mountain Laurel View. These two street stubs are Glen View Drive and Laurelwood Drive.

Traffic Impact: No traffic impact is anticipated.

Parking: All off-street parking requirements will be met through final project design and approval.

Case Summary:

The applicant is requesting annexation to allow for the use of City services. A request is also being made to zone the annexed property R-1 Single Family Residential for a 44 lot subdivision.

Required legal and public notices have been sent. No comments have been received.

Recommendation: Because the request is consistent with the adjacent development and the objectives of the Kerrville 2050 Plan, staff recommends approval of the Future Land Use Plan amendment, annexation, and zoning change request.

The Planning and Zoning Commission (P&Z) recommended approval of the annexation with a Residential Estate zoning district. The P&Z heard comments from the adjacent neighborhood regarding drainage concerns and initially continued the case for the

following meeting to allow the applicant and the neighbors to meet and discuss. In the following meeting, the applicant presented a concept drainage plan to alleviate the concerns.

On January 11, 2022, the City Council approved Ordinance No. 2022-03 on first reading, with a 3-2 vote.

RECOMMENDED ACTION:

Approve Ordinance No. 2022-03 on second reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2022-03**

AN ORDINANCE ANNEXING TWO TRACTS OF LAND PLUS AN ADJACENT PUBLIC RIGHT-OF-WAY THAT EXISTS AS PART OF CORONADO DRIVE, INTO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS; SUCH PROPERTY MAKING UP APPROXIMATELY 16.85 ACRES AND GENERALLY LOCATED NORTH AND WEST OF THE 700 BLOCK OF CORONADO DRIVE; EACH PROPERTY MORE SPECIFICALLY DESCRIBED IN THIS ORDINANCE AND BEING LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY; ADOPTING A SERVICE AGREEMENT; ESTABLISHING THE ZONING FOR THE ANNEXED PROPERTY AS A SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1); REZONING AN ADJACENT TRACT OF LAND CURRENTLY LOCATED WITHIN THE CITY, BY CHANGING ITS ZONING TO AN R-1 ZONING DISTRICT; AND PROVIDING OTHER MATTERS RELATING TO THIS SUBJECT

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

WHEREAS, the land to be annexed makes up approximately 16.85 acres, as more specifically described below, and includes a portion of existing right-of-way, all of which is collectively referred to herein as the “Property”; and

WHEREAS, the Property lies within the extraterritorial jurisdiction of the City; and

WHEREAS, a portion of the Property to be annexed, approximately 0.274 acres, exists as Coronado Drive, a road and corresponding right-of-way of Kerr County, Texas, which per Section 43.1056 of the Texas Local Government Code, the City may annex upon providing written notice of the annexation to the owner of the right-of-way, which the City has done; and

WHEREAS, per Section 43.106 of the Texas Local Government Code, a city that proposes to annex any portion of a county road or territory that abuts a county road must also annex the entire width of the county road and the adjacent right-of-way on both sides of the county road; and

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

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

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

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

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

SECTION TWO. ANNEXATION. The property described and depicted in **Exhibit A** (the "Property") is annexed and incorporated into the corporate limits of the City of Kerrville, Texas, for all legal purposes. The Property is made up of two tracts consisting of approximate 15.925 and .651 acres, plus an existing portion of public right-of-way, consisting of approximately .274 acres, and known as Coronado Drive, and as more specifically described in **Exhibit B**.

SECTION THREE. City Council authorizes and directs the City Manager, or designee, to amend the City's official boundary map in accordance with the annexation taken in Section Two.

SECTION FOUR. PETITION FOR ANNEXATION. The petition for annexation concerning the Property is attached as **Exhibit C**, said petition, which triggered the process specified in Subchapter C-3, Chapter 43, Texas Local Government Code, authorizing the annexation of the Property. In addition and pursuant to Section 43.1056 of the Texas Local Government Code, the City has provided written notice to Kerr County of the annexation of the

right-of-way currently existing as Coronado Drive ($\pm .274$ acres), as depicted on the map found at **Exhibit A** and as more specifically described in **Exhibit B**.

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

SECTION SIX. ZONING.

A. Upon the adoption of this Ordinance, and in accordance with Section 60-37 of the City’s Zoning Code, the Property will be zoned as a Single-Family Residential Zoning District (R-1), which will allow the Property to be used in ways consistent with those land uses specified in that district.

B. The Zoning Code and the Official Zoning Map are amended to designate the following described property zoned as within a Single-Family Residential Zoning District (R-1):

Legal Description: Being approximately 1.499 acres out of Lot 61, Heights of Kerrville Subdivision, a subdivision, according to the plat filed Volume 8, Page 125 of the Kerr County real property records; and within the City of Kerrville, Kerr County, Texas; said tract more specifically described and depicted at **Exhibit A**.

SECTION SEVEN. AMENDMENT TO CITY BOUNDARY. The City Manager or designee is authorized and directed to amend the City’s Comprehensive Plan (*Kerrville 2050*), together with its *Future Land Use Map*, as necessary to make it consistent with the amendment(s) to the Zoning Code authorized by this Ordinance. Specifically, the Comprehensive Plan will be

revised to reflect that the Property is now "Neighborhood Residential", which change will match the adjacent residential development to the southwest.

SECTION EIGHT. EXHIBITS. All attached exhibits are incorporated herein as if fully included in the body of this Ordinance.

SECTION NINE. 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 TEN. 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 ELEVEN. 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 TWELVE. 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.

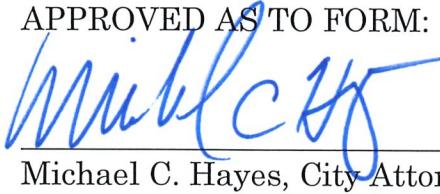
SECTION THIRTEEN. POST ANNEXATION ACTIONS. The City Manager or designee shall provide a certified copy of this Ordinance to the Texas Secretary of State, Kerr County, and Kerr Central Appraisal District and any other entity as may be required.

**PASSED AND APPROVED ON FIRST READING, this the 11
day of January A.D., 2022.**

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

Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

**FIELD NOTE DESCRIPTION OF A 15.925 ACRE
BEING PART OF THAT CERTAIN 328.55 ACRE
PARCEL WITHIN THE FLORENTINE LARA
SURVEY No. 123, ABSTRACT No. 225,
KERR COUNTY, TEXAS**

Being a 15.925 acre parcel within that certain 328.55 acre tract of land situated in the Florentine Lara Survey No. 123, Abstract No. 225, Kerr County, Texas, being that same tract conveyed from TF-Hartman, LLC, a Texas limited liability company, and TF-Heights of Kerrville, LLC, a Texas limited liability company to Kerrville Heights, LLC, a Delaware limited liability company by a Special Warranty Deed executed the 3rd day of May, 2013, and recorded in Document No. 13-3157 of the Official Public Records of Kerr County, Texas; more particularly described by its metes and bounds as follows:

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

BEGINNING at a $\frac{1}{2}$ inch diameter steel rod found at the base of a fence corner post marking the northeast corner of Lot 8, Block 8, Village Glen Subdivision recorded in Volume 6, Page 240, Official Public Records of Kerr County, Texas identical to the south-southeast corner of the herein described parcel;

THENCE westerly with the northerly line of Lots 8,7,6,5,4,3,2,1 Block 8, said Village Glen Subdivision the following courses each point marked with a found 1/2 inch diameter steel rod; N44°54'14"W, 278.76 feet;

N44°34'53"W, 93.63 feet;

N45°09'45"W, 185.65 feet;

N44°57'36"W, 92.94 feet and;

THENCE with the northerly line of Lot 1, Block 8, Village Glen Subdivision, N44°55'11"W, 104.00 feet to a 1/2 inch diameter steel rod with plastic cap stamped "Mansfield" found at the base of a fence corner post at the northerly terminus of the easterly Right-of-Way of Glen View Drive, a fifty (50) foot wide public street marking the northwest corner of Lot 1, Block 8 of said Village Glen Subdivision;

THENCE across the said northerly terminus of said Glenn View Drive, N44°55'12"W, 49.97 feet to a 5/8 inch diameter steel rod found at the base of a fence corner post in the northwest Right-of-Way line of said Glen View Drive marking the east corner of Lot 11, Block 7 of the Village Glen Subdivision;



TBPLS FIRM NO. 10194410
PHONE: 830.217.7100
WWW.WELLBORNENGINEERING.COM

631 WATER STREET
KERRVILLE, TX 78028

THENCE westerly and northwesterly along the north and northeast lines of Lots 11, 10, 9, 8, 7, and Lot 6, Block 7 of said Village Glen subdivision the following courses each point marked with 5/8 inch or 1/2 inch diameter steel rod;
N44°57'17"W, 133.42 feet;
N44°24'39"W, 28.00 feet ;
N19°46'39"W, 244.93 feet and;

THENCE continuing northwesterly, N19°46'06"W, 134.12 feet to a 1/2 inch diameter steel rod found marking the northwest corner of Lot 6, Block 7 of said subdivision, said point identical to the southerly most corner of Lot 9, The Heights of Kerrville according to the plat filed in Volume 8, Page 125, Official Public Records of Kerr County, Texas for the southwesterly most corner of the herein described parcel;

THENCE northeasterly with the southeasterly line of Lots 9, and 8, of said The Heights of Kerrville Subdivision, N07°013'42"E, 390.19 feet to a Cotton Picker Spindle found marking an angle point for Lot 8, of said The Heights of Kerrville Subdivision identical to the northwesterly most corner of the herein described parcel;

THENCE southeasterly along the southwest line of said Lot 8, S22°20'31"E, 304.19 feet to a 1/2 inch diameter steel rod with plastic cap stamped "Matkin Hoover" found marking an angle point in the south line of said Lot 8, for an angle point of the herein described parcel;

THENCE with the southerly line of Lots 8, and 7, of said Subdivision, S45°07'02"E, 700.25 feet to a 1/2 inch diameter steel rod found marking the southeasterly most corner of said Lot 7, of said Subdivision for an angle point in the boundary of the herein described parcel;

THENCE northerly with the south-southeasterly line of said Lot 7, N35°50'51"E, 165.15 feet to a 1/2 inch diameter steel rod with a plastic cap stamped "Matkin Hoover" found marking an angle point in the easterly line of said Lot 7 for an angle point in the boundary of the herein described parcel;

THENCE continuing northerly with the southeasterly line of said Lot 7, N49°54'05"E, 109.82 feet to a 1/2 inch diameter steel rod with a plastic cap stamped "Matkin Hoover" found marking the common corner of Lots 7 and 1, said Subdivision, for an angle point in the boundary of the herein described parcel;

THENCE S84°32'52"E, 114.28 feet to a 1/2 inch diameter steel rod with a plastic cap stamped "Matkin Hoover" found being an angle point of Lot 1, for an angle point in the boundary of the herein described parcel;

THENCE southeasterly with the southwest line of said Lot 1, S45°06'10"E, 384.67 feet to a 1/2 inch diameter steel rod with a plastic cap stamped "Matkin Hoover" found in the northwest Right-of-Way



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line of Coronado Drive, a sixty (60) foot wide public street marking a point of curvature on said Right-of-Way marking the northeasterly most corner of the herein described parcel;

THENCE southwesterly along and with the said northwesterly Right-of-Way line of Coronado Drive., 111.16 feet along the arc of a curve concave to the northwest through a central angle of 11°10'25" said curve having a radius of 570.00 feet and a chord of S39°35'00"W, 110.98 feet to a Cotton Picker Spindle found in the said northwest Right-of-Way of Coronado Drive;

THENCE continuing with the said Right-of-Way line of Coronado Drive, S44°52'22"W 19.52 feet along said northwest Right-of-Way of Coronado Drive to an unmarked point from which a 1/2 inch diameter steel rod bears S44°52'22"W, 5.08 feet.

THENCE over and across said Coronado Drive, N44°53'09"W, 60.05 feet to a 1/2 inch diameter steel rod found in the easterly Right-of-Way of said Coronado Drive from which a 1/2 inch diameter steel rod with plastic cap stamped "Matkin Hoover" found on the easterly Right-of-Way of said "Coronado Drive" bears N45°14'49"W, 19.44 feet;

THENCE southeasterly along the common line of Lots 59 and 61 The Heights of Kerrville as recorded in Volume 8 Page 125 Official Public Records of Kerr County, Texas, S44°52'03"E, 152.14 feet to a Cotton Picker Spindle found in the northwest line of Lot 13 Block 6 The Highlands Subdivision as recorded in Volume 2 Page 8 Official Public Records of Kerr County, Texas identical to the northeasterly corner of the herein described parcel;

THENCE southwesterly along the common line of Lots 13 and 12, Block 6 of said Highlands Subdivision, S45°12'39"W, 187.41 feet to a point in the approximate city limit line;

THENCE over and across said Lot 61 along the approximate city limit line, N44°15'00"W, 151.97 feet, to an unmarked point in the southeasterly Right-of-Way line of Coronado Drive from which a 1/2 inch steel rod bears S45°09'38"W, 178.97 feet;

THENCE westerly over and across said Coronado Drive, N45°15'00"W, 60.01 feet to an unmarked point in the westerly Right-of-Way line of Coronado Drive being the common line of said 328.55 ac parcel from which a 1/2 inch steel diameter rod found in the westerly Right-of-Way of Coronado Drive bears S45°11'20"W 179.50 feet;

THENCE continuing westerly departing the Right-of-Way line of said Coronado Drive, N44°15'00"W, 301.32 feet to an unmarked point for an angle point in the approximate city limit line;

THENCE southerly along the city limit line, S45°21'00"W, 434.86 feet to the Point of Beginning the whole of which contains 19.315 acres more or less.



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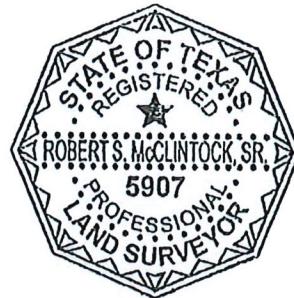
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KERRVILLE, TX 78028

Based upon a survey conducted on the ground
Under my direction and supervision July 9, 2021



Dated: 7/22/2021

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



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**FIELD NOTE DESCRIPTION OF A 0.651 ACRE PARCEL
BEING A PART OF LOT 61
THE HEIGHTS OF KERRVILLE SUBDIVISION
ACCORDING TO THE PLAT FILED IN VOLUME 8, PAGE 125
OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS**

Being a 0.651 acre parcel of land in the Florentine Lara Survey No. 123, Abstract No. 225, Kerr County, Texas, being all of Lot 61 The Heights of Kerrville Subdivision, a subdivision of Kerr County, Texas of record in Volume 8, Page 125 Plat Records of Kerr County, Texas being that same tract conveyed from TF-Hartman, LLC, a Texas limited liability company, and TF-Heights of Kerrville, LLC, a Texas limited liability company to Kerrville Heights, LLC, a Delaware limited liability company, as recorded in Document No. 13-003157 of the Official Public Records of Kerr County, Texas; more particularly described by its metes and bounds as follows:

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

BEGINNING at a 1/2 inch diameter steel rod found in the easterly Right-of-Way of "Coronado Drive" a 60 foot wide public right-of-way, the northwesterly corner of the herein described parcel from which a 1/2 inch diameter steel rod with plastic cap stamped "Matkin Hoover" found on the easterly Right-of-Way of said "Coronado Drive" bears N45°14'49"W, 19.44 feet;

THENCE southeasterly long the common line of Lots 59 and 61 The Heights of Kerrville as recorded in Volume 8 Page 125 Official Public Records of Kerr County, Texas, S44°52'03"E, 152.14 feet to a Cotton Picker Spindle found in the northwest line of Lot 13 Block 6 The Highlands Subdivision as recorded in Volume 2 Page 8 Official Public Records of Kerr County, Texas identical to the northeasterly corner of the herein described parcel;

THENCE southwesterly along the common line of Lots 13 and 12 Block 6 of said Highlands Subdivision, S45°12'39"W, 187.41 feet to an unmarked point in the approximate city limit line;

THENCE over and across said Lot 61 along the approximate city limit line, N44°15'00"W, 151.97 feet, to a point in the southeasterly Right-of-Way line of said Coronado Drive;

THENCE northeasterly along said Right-of-Way, N45°09'21"E, 185.77 feet to the **Point of Beginning** the whole of which contains 0.651 acres more or less.

Based upon a survey conducted on the ground
Under my direction and supervision May 7, 2021



Dated: 08/09/2021

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



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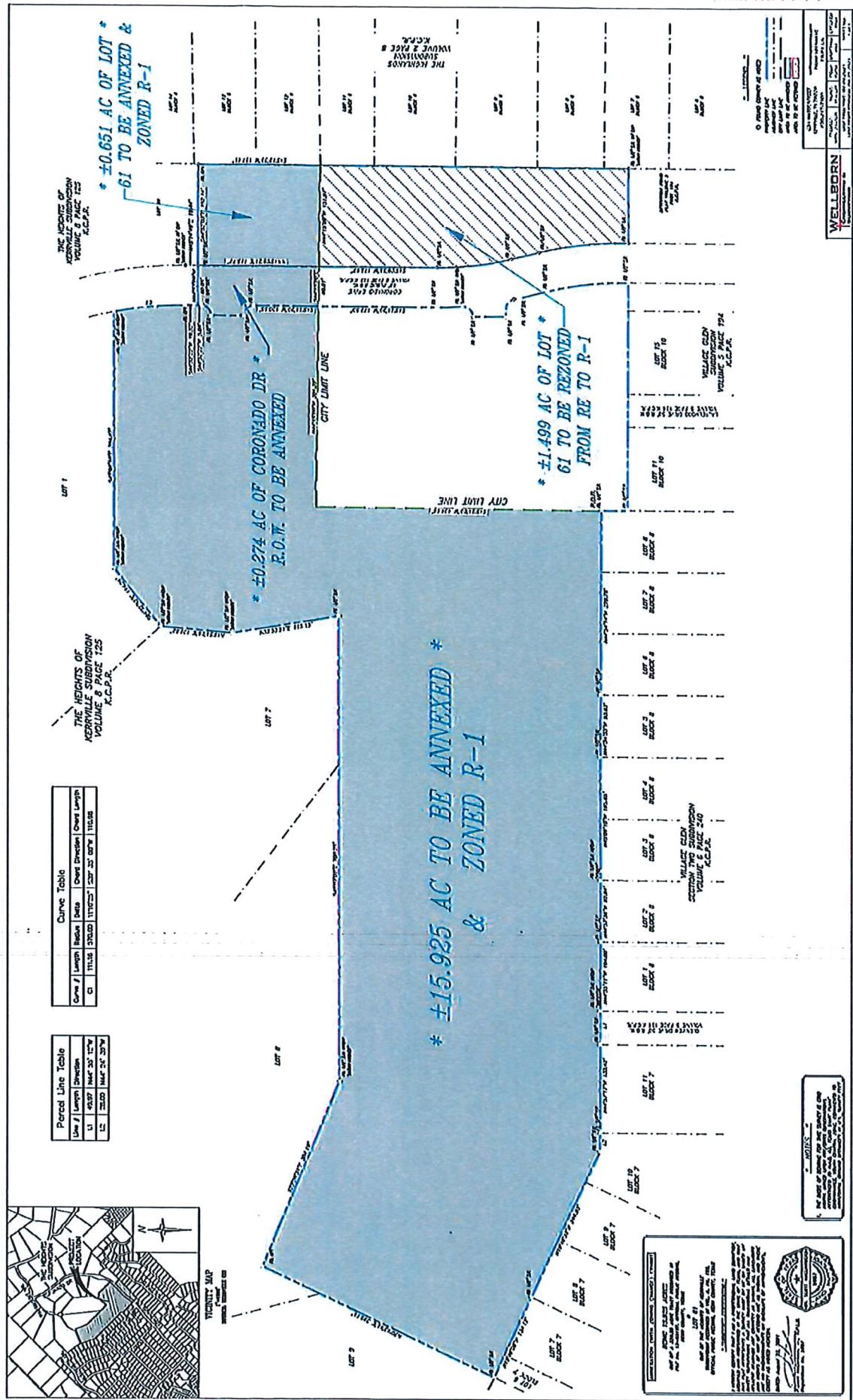
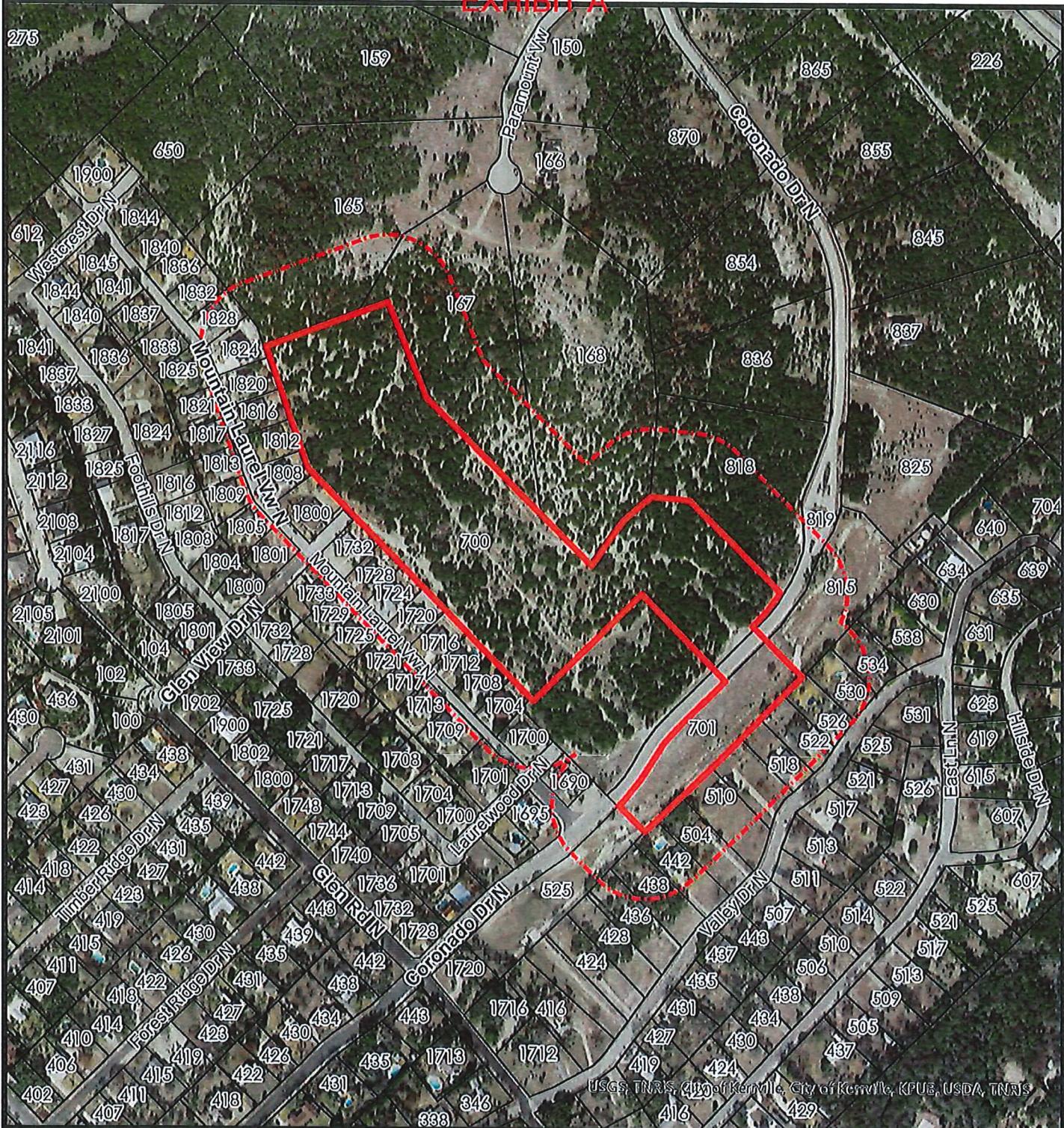


EXHIBIT A



Location Map

Case # PZ-2021-20

Location:
700 & 701 Coronado Drive

Legend

200' Notification Area Subject Properties



0 150 300 600

Scale In Feet

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

**FIELD NOTE DESCRIPTION OF A 0.274 ACRE
BEING A PART OF A RIGHT-OF-WAY
DESIGNATED AS CORONADO DRIVE
THE HEIGHTS OF KERRVILLE SUBDIVISION
ACCORDING TO THE PLAT FILED IN VOLUME 8, PAGE 125
OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS**

Being a 0.274 acre parcel within that certain 328.55 acre tract of land situated in the Florentine Lara Survey No. 123, Abstract No. 225, Kerr County, Texas, being a part of Coronado Dr. a sixty (60) foot public Right-of-Way in The Heights of Kerrville Subdivision, a subdivision of Kerr County, Texas of record in Volume 8, Page 125 Plat Records of Kerr County, Texas being that same tract conveyed from TF-Hartman, LLC, a Texas limited liability company, and TF-Heights of Kerrville, LLC, a Texas limited liability company to Kerrville Heights, LLC, a Delaware limited liability company, as recorded in Document No. 13-003157 of the Official Public Records of Kerr County, Texas; more particularly described by its metes and bounds as follows:

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

COMMENCING at a Cotton Picker Spindle found in the northwesterly Right-of-Way line of Coronado Drive, a sixty (60) foot wide public street, proceeding S44°52'22"W 19.52 feet along said northwest Right-of-Way of Coronado Drive to an unmarked point being **Point of Beginning** of the herein described tract;

THENCE continuing with the said Right-of-Way line of Coronado Drive, S44°52'22"W, 5.08 feet to a 1/2 inch diameter steel rod found in the Right-of-Way line of Coronado Dr. marking a point of curvature to the right;

THENCE continuing along and with said Right-of-Way, 23.44 feet along the arc of a curve concave to the north through a central angle of 89°32'02" said curve having a radius of 15.00 feet and a chord of S89°52'32"W, 21.13 feet to a 1/2 inch diameter steel rod found in the said northwest Right-of-Way of Coronado Drive;

THENCE following said Right-of-Way line of Coronado Drive, S45°20'26"W, 50.00 feet to a 1/2 inch diameter steel rod found marking the point of curvature to the right;

THENCE continuing with the Right-of-Way line of said Coronado Drive, 23.61 feet along the arc of a curve concave to the west through a central angle of 90°10'08" said curve having a radius of 15.00 feet



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and a chord of S00°07'32"E, 21.24 feet to a 1/2 inch diameter steel rod found at a point of tangency in the said northwest Right-of-Way of Coronado Drive;

THENCE progressing with said Right-of-Way line of said Coronado Dr., S45°11'20"W, 100.05 feet to an unmarked point in the Right-of-Way line of Coronado Dr. at the approximate city limit line;

THENCE over and across said Coronado Drive, S45°15'00"E, 60.01 feet to a point in the easterly Right-of-Way line of Coronado Drive identical to the southwesterly line of Lot 61, The Heights of Kerrville according to the plat filed in Volume 8, Page 125, Official Public Records of Kerr County, Texas;

THENCE northeasterly with Coronado Drive, N45°09'47"E, 185.77 feet to a 1/2 inch diameter steel rod found in the southeast Right-of-Way of Coronado Drive for the southeast corner said of Lot 59, identical to the northerly most corner of said Lot 61 The Heights of Kerrville identical to the east corner of the herein described tract;

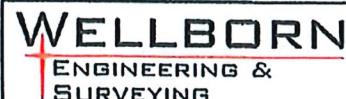
THENCE over and across said Coronado Drive, N44°53'09"W, 60.05 feet to the Point of Beginning the whole of which contains 0.274 acres more or less.

Based upon a survey conducted on the ground
Under my direction and supervision May 7, 2021



Dated: 08/09/2021

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



TBPLS FIRM NO. 10194410
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PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

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

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

See Exhibits A & B

NOTE: Exhibits are not attached to this document

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: Elaine M. Noel

THE STATE OF TEXAS

COUNTY OF ~~KERR~~ Dallas

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

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

Elaine M. Noel
Notary Public in and for
Kerr County, Texas

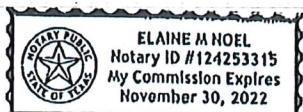


EXHIBIT D

SERVICE AGREEMENT

This Services Agreement (the "Agreement") is entered into between the **CITY OF KERRVILLE, TX**, a Texas Home-Rule Municipal Corporation (the "City") and **KERRVILLE HEIGHTS, LLC** (the "Owner"). The City and the Owner are collectively referred to as the "Parties".

WHEREAS, pursuant to a lawfully submitted petition for annexation from Owner, City intends to institute annexation proceedings for a tract(s) of land described more fully hereinafter (referred to herein as the "Subject Property"); and,

WHEREAS, *Section 43.0672 of the Tex. Loc. Gov't Code* requires a written agreement for the provision of services in the area first be entered into between City and Owner of the Subject Property; and,

WHEREAS, City and Owner agree each will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by City which are good and valuable consideration for the Owner to request annexation and for the Parties to enter into this Agreement for City to provide the listed services upon annexation and in accordance with this Agreement; and,

WHEREAS, the Parties find that, to date, the statutory requirements have been satisfied and City is authorized by *Chapter 43, Tex. Loc. Gov't. Code*, to annex the Subject Property into the City;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Property Description. The legal description of the Subject Property is as set forth in **Exhibit A**, attached hereto and incorporated herein.

Section 2. Services. City will provide the services listed and specified in **Exhibit B**, attached hereto and incorporated herein, for the Subject Property on the effective date of annexation of the Subject Property.

Section 3. Owner's Obligations. Owner shall not file for approval a subdivision plat, site plan, or related development document with City for the Subject Property or portion thereof; or construct, or allow to be constructed, any building or structure on the Subject Property or portion thereof until City has obtained authorization.

Section 4. Term. The term of this Agreement (the "Term") is ten (10) years from the Effective Date.

Section 5. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

Section 6. Authorization. The Parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Section 7. Covenant Running with the Land. This Agreement shall run with the Subject Property, and this Agreement may be recorded in the Official Public Records of Kerr County, Texas. Owner and City acknowledge and agree that this Agreement is binding upon City and Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 8. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 9. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both City and Owner after it has been authorized by the City Council.

Section 10. Gender, Number, and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 11. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 12. Enforcement; Waiver. This Agreement may be enforced by Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 13. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 14. Venue and Applicable Law. Venue for this Agreement shall be in Kerr County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 15. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 16. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

Section 17. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to water service to the Subject Property by the City.

EXECUTED this 22nd day of December, 2021.

KERRVILLE HEIGHTS, LLC

Scott Kocurek
Manager

Manager

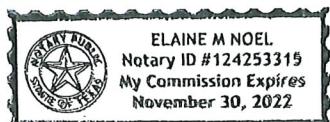
STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 22nd day of December, 2021, by Scott Kocurek, the Manager, of Kerrville Heights, LLC.

Elaine M. Noel

Notary Public, State of Texas

CITY OF KERRVILLE, TX



E.A. Hoppe, City Manager

This instrument was acknowledged before me on the _____ day of _____, 2021, by E.A. Hoppe, City Manager, City of Kerrville, Texas.

Notary Public, State of Texas

Upon Recording, Return to:

Upon Recording, Return to:
City of Kerrville, Texas
City Secretary
City Hall, 701 Main Street
Kerrville, Texas 78028

EXHIBIT B
ANNEXATION SERVICE PLAN

- I. INTRODUCTION:** This service plan for the extension of municipal services to the area to be annexed was developed in accordance with state law. Municipal facilities and services to the annexed area 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
Code Enforcement	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City 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
Fire Protection and Emergency Medical Services (EMS)	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
Fire Prevention	The services of the City of Kerrville Fire Marshall shall be provided to the area.	Immediately following annexation.
Library	Residents of the area, if any, will continue to be entitled to utilize all City of Kerrville Library facilities.	Immediately following annexation.
Parks and Recreation Facilities	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
Police Protection	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
Maintenance of Existing Roads & Streets	<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"> 1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow. 2. Routine maintenance of public streets and rights-of-way performed within the City. 3. Street sweeping services may occur based upon need and funding. 4. Installation and maintenance of traffic signs, street markings, and other traffic control devices as the need is established by appropriate study and traffic standards. Private streets, including ingress/egress easements, access easements, common areas, common driveways and anything else which has not been specifically dedicated and accepted as public right-of-way, will not be maintained by the City. Public streets will be included in the City's preventive maintenance program. Preventive maintenance projects are prioritized and scheduled based on a variety of factors, including surface condition, transversibility, age, traffic volume, density of dwellings per block, adjacent street conditions and available funding. Any necessary rehabilitation or reconstruction will be considered on a citywide priority basis. 	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Solid Waste Collection	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
Traffic Engineering	Traffic control devices and street markers shall be installed where deemed necessary by the city street department, except as provided by the Texas Department of Transportation.	Immediately following annexation
Water Service	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
Wastewater Service	<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>	As the property develops
Provision for Other City Services	<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>	Immediately following annexation



**TO BE CONSIDERED BY THE
PLANNING AND ZONING COMMISSION
CITY OF KERRVILLE, TEXAS**



SUBJECT: Ordinance No. 2022-04, second reading. An Ordinance annexing a tract of land into the Corporate Limits of the City of Kerrville, Texas; such property making up approximately 6.0 acres and generally located southeast of and adjacent to Holdsworth Drive, and a portion of which connects to Paschal Avenue N.; more commonly known 253 Holdsworth Dr.; such property more specifically described in the Ordinance and being located within the extraterritorial jurisdiction of and adjacent to the City Limits; adopting a Service Agreement; establishing the zoning for the annexed property as a Multi-Family Residential (R-3) Zoning District; and providing other matters relating to this subject.

AGENDA DATE OF: January 25, 2022 **DATE SUBMITTED:** Jan 13, 2022

SUBMITTED BY: Drew Paxton

EXHIBITS: [20220125_Ord 2022-04 Annex and Zone change 253 Holdsworth 2nd reading.pdf](#)

Kerrville 2050 Item?	Yes
Key Priority Area	H - Housing
Guiding Principle	H1. Provide a diverse range of housing options to meet the needs and desires of all age groups, income levels, and lifestyles
Action Item	H2.9 - Ensure that existing City codes, including zoning and subdivision ordinances and the zoning map, are consistent with and support Kerrville 2050

SUMMARY STATEMENT:

Proposal: An ordinance to annex into the City of Kerrville's incorporated limits with a zoning classification of R-3 Multifamily Residential District the following parcel: 6 acres of land located in the C. Self Survey No. 626, Abstract No. 325 and the John Young Survey No. 118 Abstract No. 376, Kerr County, Texas; and more commonly known as 253 Holdsworth Drive, Kerrville, TX 78028. (Case No. PZ-2021-30)

Procedural Requirements: The City, in accordance with state law, mailed 11 letters on 11/18/2021 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 11/11/2021.

At the time of drafting this agenda bill, Development Services has received no comments.

Staff Analysis and Recommendation

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: N/A County/ETJ

Existing Land Use: Vacant Land

Direction: North

Current Zoning: R-2 and vacant ETJ land

Existing Land Uses: Single-family residential and vacant land

Direction: East & South

Current Zoning: R-3

Existing Land Uses: multi-family residential

Consistency with the Kerrville 2050 Comprehensive Plan (“Comp Plan”): The subject property is within the Strategic Catalyst Area 5. This catalyst area is anchored by Kerrville Sports Complex. The surrounding area is designated as a blend of Estate Residential, Neighborhood Residential, Preservation Residential, Transitional Residential, Community Commercial, Regional Commercial, Entertainment Mixed Use.

Thoroughfare Plan: The subject property is located on Holdsworth Drive (a minor arterial) and also has access to Pascal Avenue (a collector), as required for multi-family developments.

Traffic Impact: Future traffic impacts will be reviewed through the TIA Worksheet through the development and subdivision of this property.

Parking: All off-street parking requirements will be met through final project design and approval.

Case Summary: The applicant is requesting that the City annex the property with a zoning of R-3 Multifamily Residential.

Recommendation: City Council approved a resolution of support for this project in 2021 (Resolution 11-2021) for the TDHCA Tax Credit application process. This project has been awarded the TDHCA Tax Credit.

Because the request is consistent with the adjacent development and the objectives of the Kerrville 2050 Plan, staff recommends annexation and the zoning request.

On December 2nd, the Planning and Zoning Commission recommended approval of the annexation and zoning request with a unanimous vote.

On January 11, 2022, the City Council unanimously approved Ordinance No. 2022-04 on first reading.

RECOMMENDED ACTION:

Approve Ordinance No. 2022-04, on second reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2022-04**

AN ORDINANCE ANNEXING A TRACT OF LAND INTO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS; SUCH PROPERTY MAKING UP APPROXIMATELY 6.0 ACRES AND GENERALLY LOCATED SOUTHEAST OF AND ADJACENT TO HOLDSWORTH DRIVE, AND A PORTION OF WHICH CONNECTS TO PASCHAL AVE. N.; MORE COMMONLY KNOWN AS 253 HOLDSWORTH DR.; SUCH PROPERTY MORE SPECIFICALLY DESCRIBED IN THIS ORDINANCE AND BEING LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF AND ADJACENT TO THE CITY LIMITS; ADOPTING A SERVICE AGREEMENT; ESTABLISHING THE ZONING FOR THE ANNEXED PROPERTY AS A MULTIFAMILY RESIDENTIAL (R-3) ZONING DISTRICT; AND PROVIDING OTHER MATTERS RELATING TO THIS SUBJECT

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

WHEREAS, the land to be annexed makes up a total of approximately 6.0 acres, as more specifically described below (the “Property”); and

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

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

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

WHEREAS, having provided all required public notices, held all required public hearings at which persons with an interest in the matter were provided an opportunity to be heard, and complying with other requirements in Section 43.0673 of the Texas Local Government Code, City Council finds it to be in the public interest to adopt this Ordinance annexing the Property, to

approve a service agreement as required by state law, and to establish zoning regulations for the Property;

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

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

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

SECTION THREE. AMENDMENT TO CITY BOUNDARY. City Council authorizes and directs the City Manager, or designee, to amend the City’s official boundary map in accordance with the annexation taken in Section Two.

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

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

SECTION SIX. ZONING. Upon the adoption of this Ordinance, and in accordance with Section 60-37 of the City’s Zoning Code, the Property will be zoned as a Multifamily Residential Zoning District (R-3), which will authorize such property to be used in ways consistent with those land uses specified in that district.

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

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

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

PASSED AND APPROVED ON FIRST READING, this the 11 day of January A.D., 2022.

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

Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Location Map

Case # PZ-2021-30

Location:

6-acre tract of land located in
the C. Self Survey 626 Abstract 325 and the
John Young Survey 118 Abstract 376

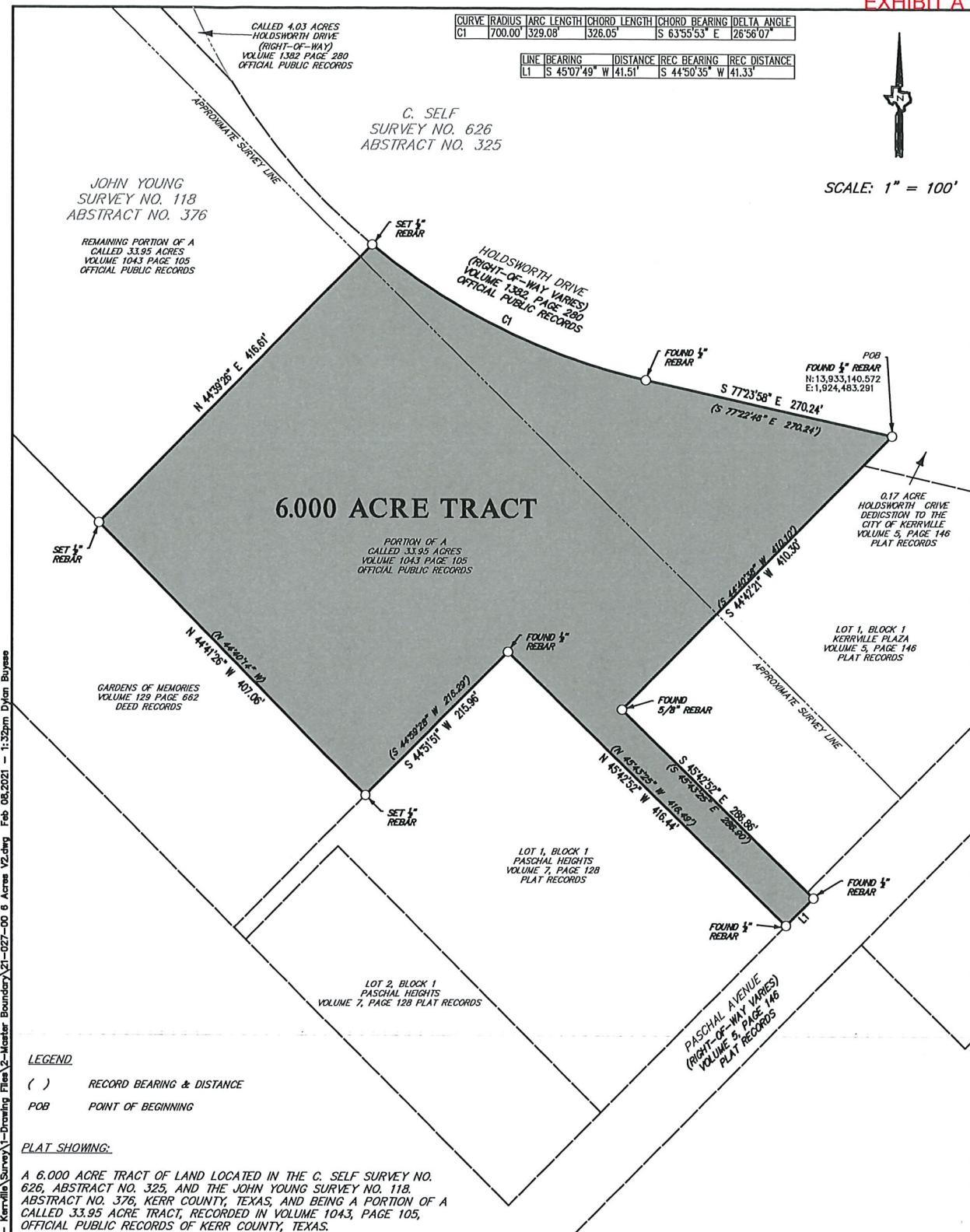
Legend

200' Notification Area
Subject Properties



0 75 150 300

Scale In Feet



LEGEND

() RECORD BEARING & DISTANCE
POB POINT OF BEGINNING

PLAT SHOWING:

A 6,000 ACRE TRACT OF LAND LOCATED IN THE C. SELF SURVEY NO. 626, ABSTRACT NO. 325, AND THE JOHN YOUNG SURVEY NO. 118, ABSTRACT NO. 376, KERR COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 33.95 ACRE TRACT, RECORDED IN VOLUME 1043, PAGE 105, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS.

STATE OF TEXAS §
COUNTY OF KERR §

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION, THIS 8th DAY OF FEBRUARY, 2021, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS OF BUILDINGS ON ADJACENT PROPERTY AND THAT ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS SHOWN ABOVE.

JEFF BERNER
REGISTERED PROFESSIONAL LAND SURVEYOR

4939
TEXAS REGISTRATION NO.



LAND SURVEYING COMPANY, INC.

ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION No. 10019600
874 HARPER RD, SUITE 104 • KERRVILLE, TX 78028 • 830-816-1818

JOB No. 20-027-00 SURVEYORS: JB/DB SHEET 1 OF 2

EXHIBIT A

Continuation of Schedule A

GF No. 2070240-COM

4. Legal description of land:***See Schedule C for requirements

Being that certain tract of land stated to contain 6 acres, more or less, out of certain tract of land stated to contain 33.95 acres, more or less, being out of Kerr County, Texas, as more particularly described on Exhibit A in Deed dated December 10, 1999, recorded in Volume 1043, Page 105, Real Property Records, Kerr County, Texas, executed by Tommy A. Brewster, Successor Trustee of the Amelang Children Trust, Earlene Gelsinger Neeley, Adele Amelang Seger, Andrew Amelang, and Julia Amelang Brewster, to GSA Partners, a Texas general partnership, and being out of that certain tract of land stated to contain 1.51 acres, more or less, being out of Kerr County, Texas, as more particularly described on Exhibit A in Deed dated August 25, 2004, recorded in Volume 1380, Page 320, Real Property Records, Kerr County, Texas, executed by Noratco, Inc., a Texas corporation, to GSA Partners, a Texas general partnership, as said 6 acres is generally located on Exhibit A attached hereto and incorporated herein.***

***Description is for general location purposes only and is not sufficient for policy issuance. See Schedule C for requirements.

Note: The company is prohibited under current regulations from insuring the amount of acreage within the insured parcel of land. Neither this commitment nor any policy issued pursuant hereto shall include insurance as to the amount of land contained within the insured parcel.

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:

See Attached Survey for 6 Acre Tract On Holdsworth Drive

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: Jud Abel

Signed: _____

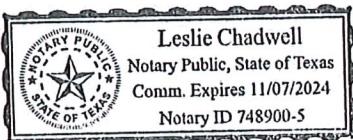
Signed: _____

THE STATE OF TEXAS

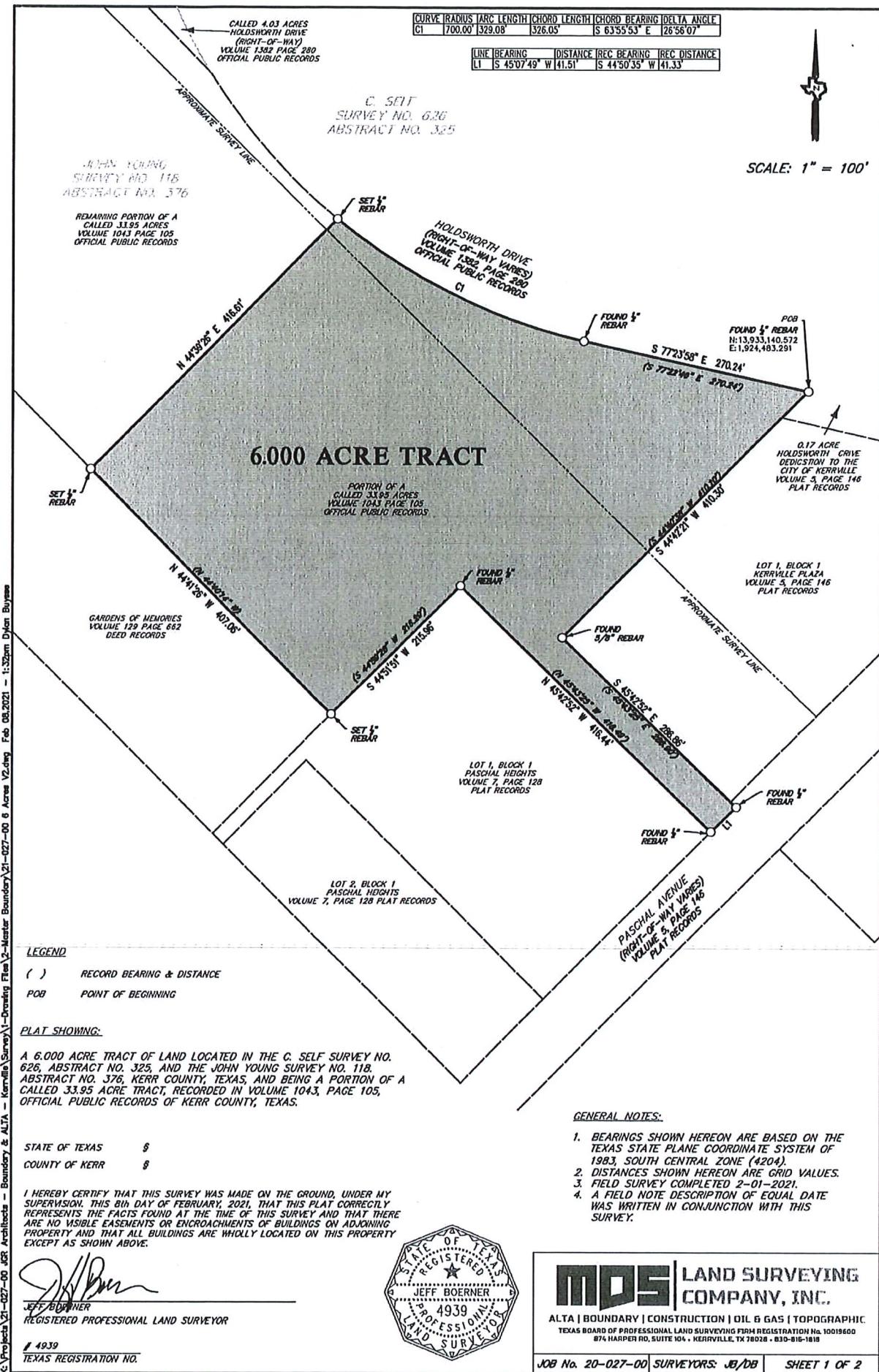
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Jud Abel, _____, 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 8th day of OCTOBER, 2021.



ccjAbel
Notary Public in and for
HARRIS County, Texas.



Survey 1-Drawing File 2-Master Boundary & ALTA - Karrville Project 21-027-00 JCR Architect - Boundary & ALTA - Karrville Survey 1-Drawing File 2-Master Boundary 21-027-00 6 Acres V2.dwg Feb 08, 2021 - 1:32pm Dylan Buyses

() RECORD BEARING & DISTANCE
POB POINT OF BEGINNING

PLAT SHOWING:

A 6,000 ACRE TRACT OF LAND LOCATED IN THE C. SELF SURVEY NO. 626, ABSTRACT NO. 325, AND THE JOHN YOUNG SURVEY NO. 118, ABSTRACT NO. 376, KERR COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 33.95 ACRE TRACT, RECORDED IN VOLUME 1043, PAGE 105, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS.

STATE OF TEXAS \$
COUNTY OF KERR \$

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION, THIS 8th DAY OF FEBRUARY, 2021, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS OF BUILDINGS ON ADJACENT PROPERTY AND THAT ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY AS SHOWN ABOVE.

JEFF BONNER
ECLIPSE STEREO PROFESSIONAL LAND SURVEYOR

4939
TEXAS REGISTRATION NO.



MDS LAND SURVEYING
COMPANY, INC.
ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS REGISTRATION #10016500
874 HARPER RD, SUITE 104 • KERRVILLE, TX 78028 • 830-861-1818

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204).
2. DISTANCES SHOWN HEREON ARE GRID VALUES.
3. FIELD SURVEY COMPLETED 2-01-2021.
4. A FIELD NOTE DESCRIPTION OF EQUAL DATE WAS WRITTEN IN CONJUNCTION WITH THIS SURVEY.

SERVICE AGREEMENT

This Services Agreement (the "Agreement") is entered into between the **CITY OF KERRVILLE, TX**, a Texas Home-Rule Municipal Corporation (the "City") and _____ (the "Owner"). The City and the Owner are collectively referred to as the Parties.

WHEREAS, pursuant to a lawfully submitted petition for annexation from Owner, City intends to institute annexation proceedings for a tract(s) of land described more fully hereinafter (referred to herein as the "Subject Property"); and,

WHEREAS, *Section 43.0672 of the Tex. Loc. Gov't Code* requires a written agreement for the provision of services in the area first be entered into between City and Owner of the Subject Property; and,

WHEREAS, City and Owner agree each will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by City which are good and valuable consideration for the Owner to request annexation and for the Parties to enter into this Agreement for City to provide the listed services upon annexation and in accordance with this Agreement; and,

WHEREAS, it is found that the statutory requirements have been satisfied and City is authorized by *Chapter 43, Tex. Loc. Gov't. Code*, to annex the Subject Property into the City;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Property Description. The legal description of the Subject Property is as set forth in **Exhibit A**, attached hereto and incorporated herein.

Section 2. Services. City will provide the services listed and specified in **Exhibit B**, attached hereto and incorporated herein, for the Subject Property on the effective date of annexation of the Subject Property.

Section 3. Owner's Obligations. Owner shall not file for approval a subdivision plat, site plan, or related development document with City for the Subject Property or portion thereof; or construct, or allow to be constructed, any building or structure on the Subject Property or portion thereof until City has obtained authorization.

Section 4. Term. The term of this Agreement (the "Term") is ten (10) years from the Effective Date.

Section 5. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

Section 6. Authorization. All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Section 7. Covenant Running with the Land. This Agreement shall run with the Subject Property, and this Agreement shall be recorded in the Official Public Records of Kerr County, Texas. Owner and City acknowledge and agree that this Agreement is binding upon City and Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 8. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 9. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both City and Owner after it has been authorized by the City Council.

Section 10. Gender, Number, and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 11. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 12. Enforcement; Waiver. This Agreement may be enforced by Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 13. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 14. Venue and Applicable Law. Venue for this Agreement shall be in Kerr County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 15. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 16. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

Section 17. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to water service to the Subject Property by the City.

EXECUTED this _____ day of _____, 2021.

OWNER (Entity Name)

_____ (printed name),
_____ (title)

STATE OF TEXAS
COUNTY OF KERR

This instrument was acknowledged before me on the _____ day of
_____, 2022, by _____, the _____, of
_____.

Notary Public, State of Texas

CITY OF KERRVILLE, TX

E.A. Hoppe, City Manager

This instrument was acknowledged before me on the _____ day of _____, 2022, by E.A. Hoppe, City Manager, City of Kerrville, Texas.

Notary Public, State of Texas

Upon Recording, Return to:
City of Kerrville, Texas
City Secretary
City Hall, 701 Main Street
Kerrville, Texas 78028

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

EXHIBIT B
ANNEXATION SERVICE PLAN

- I. INTRODUCTION:** This service plan for the extension of municipal services to the area to be annexed was developed in accordance with state law. Municipal facilities and services to the annexed area 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
Code Enforcement	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City 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
Fire Protection and Emergency Medical Services (EMS)	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
Fire Prevention	The services of the City of Kerrville Fire Marshall shall be provided to the area.	Immediately following annexation.
Library	Residents of the area, if any, will continue to be entitled to utilize all City of Kerrville Library facilities.	Immediately following annexation.
Parks and Recreation Facilities	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
Police Protection	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
Maintenance of Existing Roads & Streets	<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"> 1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow. 2. Routine maintenance of public streets and rights-of-way performed within the City. 3. Street sweeping services may occur based upon need and funding. 4. Installation and maintenance of traffic signs, street markings, and other traffic control devices as the need is established by appropriate study and traffic standards. Private streets, including ingress/egress easements, access easements, common areas, common driveways and anything else which has not been specifically dedicated and accepted as public right-of-way, will not be maintained by the City. Public streets will be included in the City's preventive maintenance program. Preventive maintenance projects are prioritized and scheduled based on a variety of factors, including surface condition, transversibility, age, traffic volume, density of dwellings per block, adjacent street conditions and available funding. Any necessary rehabilitation or reconstruction will be considered on a citywide priority basis. 	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Solid Waste Collection	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
Traffic Engineering	Traffic control devices and street markers shall be installed where deemed necessary by the city street department, except as provided by the Texas Department of Transportation.	Immediately following annexation
Water Service	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
Wastewater Service	<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>	As the property develops
Provision for Other City Services	<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>	Immediately following annexation



**TO BE CONSIDERED BY THE
PLANNING AND ZONING COMMISSION
CITY OF KERRVILLE, TEXAS**



SUBJECT: Ordinance No. 2022-05, second reading. An Ordinance annexing two tracts of land plus an adjacent public right-of-way that exists as part of Lehmann Drive, into the Corporate Limits of the City of Kerrville, Texas; such property making up approximately 168.84 acres and generally located along the west and southwest borders of Peterson Regional Medical Center; such property more specifically described in this Ordinance and being located within the extraterritorial jurisdiction of the City and adjacent to the City Limits; adopting a Service Agreement; establishing the zoning for the annexed property as Agriculture (AG) and Public and Institutional (PI) Zoning Districts; and providing other matters relating to this subject.

AGENDA DATE OF: January 25, 2022 **DATE** Jan 13, 2022
SUBMITTED:

SUBMITTED BY: Drew Paxton

EXHIBITS: [20220125_Ord 2022-05 Annex and Zone Change 195 Lehmann PRMC 2nd reading.pdf](#)

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

SUMMARY STATEMENT:

Proposal: An ordinance to annex into the City of Kerrville's incorporated limits with a zoning classification of PI Public and Institutional District and AG Agricultural District the following parcels; a 168.84 acre parcel being a portion of the James A. Cocke Survey No. 144, Abstract No. 95, and the Thomas J. Waddel Survey No. 145, Abstract No. 354, being a portion of 157.291 acres according to the Trustees Deed filed in Document No. 09-07631, Official Public Records of Kerr County, Texas, a portion of Lot 1, Block 1 of the Peterson Regional Medical Center Plat recorded in Volume 8, Page 1368, Plat Records of Kerr County, Texas, and 9.58 acres according to the Warranty Deed filed in Volume 1557, Page 63, Official Public Records of Kerr County, Texas, and a portion of Lehmann Drive, a fifty (50) foot public street; and more commonly known as 195 Lehmann Drive (Case No. PZ-2021-32).

Procedural Requirements: The City, in accordance with state law, mailed 36 letters on 11/18/2021 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 11/11/2021.

At the time of drafting this agenda bill, Development Services has received no comments.

Staff Analysis and Recommendation

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: N/A County/ETJ

Existing Land Use: Vacant Land

Direction: North & West

Current Zoning: PI

Existing Land Uses: Peterson Regional Medical Center and Kerrville State Hospital

Direction: East

Current Zoning: PI

Existing Land Uses: Peterson Regional Medical Center

Direction: South

Current Zoning: N/A County/ETJ

Existing Land Uses: Single-family homes

Consistency with the Kerrville 2050 Comprehensive Plan ("Comp Plan": The subject property is within the Strategic Catalyst Area 2. This catalyst area is anchored by Peterson Regional Medical Center (PRMC and the surrounding non-residential area. The surrounding area is designated as a blend of residential, professional services, mixed-use, and outdoor tourism.

Thoroughfare Plan: The subject property is located behind PRMC accessed from Lehmann Drive and Lenard Lane. Lehmann Drive and Lenard Lane are designated as a collector on the Kerrville Thoroughfare Plan.

Traffic Impact: Future traffic impacts will be reviewed through the TIA Worksheet through the development and subdivision of this property.

Parking: All off-street parking requirements will be met through final project design and approval.

Case Summary: The applicant is requesting that the City annex the property, to allow for the future expansion of the PRMC campus, per their newly updated master plan.

This request will create a small donut hole in the city limits and is solely based on ownership. This separately owned parcel has not requested annexation, and is one lot of Single-Family Residential. As per Section 43.057 of the Texas Local Government Code, the Council must include a finding that surrounding this area is in the best interest of the public. In this case, facilitating Peterson Regional Medical Center's masterplan and future expansion benefits the community.

Recommendation: Because the request is consistent with the adjacent development and the objectives of the Kerrville 2050 Plan, staff recommends annexation and the zoning request.

On December 2nd, the Planning and Zoning Commission recommended the annexation and zoning request with a unanimous vote.

On January 11, 2022, the City Council unanimously approved Ordinance No. 2022-05 on first reading.

RECOMMENDED ACTION:

Approve Ordinance No. 2022-05, on second reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2022-05**

AN ORDINANCE ANNEXING TWO TRACTS OF LAND PLUS AN ADJACENT PUBLIC RIGHT-OF-WAY THAT EXISTS AS PART OF LEHMANN DRIVE, INTO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS; SUCH PROPERTY MAKING UP APPROXIMATELY 168.84 ACRES AND GENERALLY LOCATED ALONG THE WEST AND SOUTHWEST BORDERS OF PETERSON REGIONAL MEDICAL CENTER; SUCH PROPERTY MORE SPECIFICALLY DESCRIBED IN THIS ORDINANCE AND BEING LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION THE CITY AND ADJACENT TO THE CITY LIMITS; ADOPTING A SERVICE AGREEMENT; ESTABLISHING THE ZONING FOR THE ANNEXED PROPERTY AS AGRICULTURE (AG) AND PUBLIC AND INSTITUTIONAL (PI) ZONING DISTRICTS; AND PROVIDING OTHER MATTERS RELATING TO THIS SUBJECT

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

WHEREAS, the land to be annexed makes up a total of approximately 168.85 acres, as more specifically described below, and includes a portion of existing right-of-way, all of which is collectively referred to herein as the “Property”; and

WHEREAS, the Property lies within the extraterritorial jurisdiction of the City; and

WHEREAS, a portion of the Property to be annexed exists as Lehmann Drive, a road and corresponding right-of-way of Kerr County, Texas, which per Section 43.1056 of the Texas Local Government Code, the City may annex upon providing written notice of the annexation to the owner of the right-of-way, which the City has done; and

WHEREAS, the City has provided notice to Kerr County as required by Section 43.1056 of the Texas Local Government Code; and

WHEREAS, per Section 43.106 of the Texas Local Government Code, a city that proposes to annex any portion of a county road or territory that abuts a county road must also annex the entire width of the county road and the adjacent right-of-way on both sides of the county road; and

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

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

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

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

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

SECTION TWO. ANNEXATION. The property described and depicted in **Exhibit A** (the "Property") is annexed and incorporated into the corporate limits of the City of Kerrville, Texas, for all legal purposes. The Property is made up of two tracts consisting of approximately 157.291 acres ("Tract 1") and 6.85 acres ("Tract 2"), respectively, plus an existing portion of public right-of-way, known as Lehmann Drive, consisting of approximately 1.54 acres, and as more specifically depicted in **Exhibit B**.

SECTION THREE. ANNEXATION THAT SURROUNDS AREA. The annexation that will occur pursuant to Section Two, above, will surround a property consisting of approximately 2.05 acres, said property which is depicted on the map found at **Exhibit A**. City Council finds that surrounding this area is in the public interest.

SECTION FOUR. AMENDMENT TO CITY BOUNDARY. City Council authorizes and directs the City Manager, or designee, to amend the City's official boundary map in accordance with the annexation taken in Section Two.

SECTION FIVE. PETITION FOR ANNEXATION. The petition for annexation concerning the Property is attached as **Exhibit C** and incorporated herein by reference, said petition, which triggered the process specified in Subchapter C-3, Chapter 43, Texas Local Government Code, authorizing the annexation of the Property. In addition and pursuant to Section 43.1056 of the Texas Local Government Code, the City has provided written notice to Kerr County of the annexation of the right-of-way currently existing as Lehmann Drive, as depicted on the map found at **Exhibit A** and as more specifically described in **Exhibit B**.

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

SECTION SEVEN. ZONING. Upon the adoption of this Ordinance, and in accordance with Section 60-37 of the City's Zoning Code, the Property will be zoned as follows:

A. Tract 1 – Agriculture Zoning District (AG), which will such property to be used in ways consistent with those land uses specified in that district.

B. Tract 2 – Public and Institutional Zoning District (PI), which will such property to be used in ways consistent with those land uses specified in that district.

SECTION EIGHT. 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 NINE. 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 TEN. 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 ELEVEN. 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.

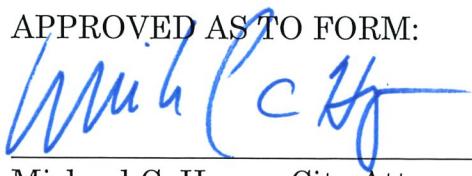
SECTION TWELVE. POST ANNEXATION ACTIONS. The City Manager or designee shall provide a certified copy of this Ordinance to the Texas Secretary of State, Kerr County, and Kerr Central Appraisal District and any other entity as may be required.

PASSED AND APPROVED ON FIRST READING, this the 11
day of January A.D., 2022.

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

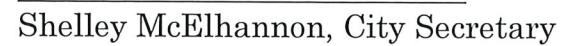
Bill Blackburn, Mayor

APPROVED AS TO FORM:

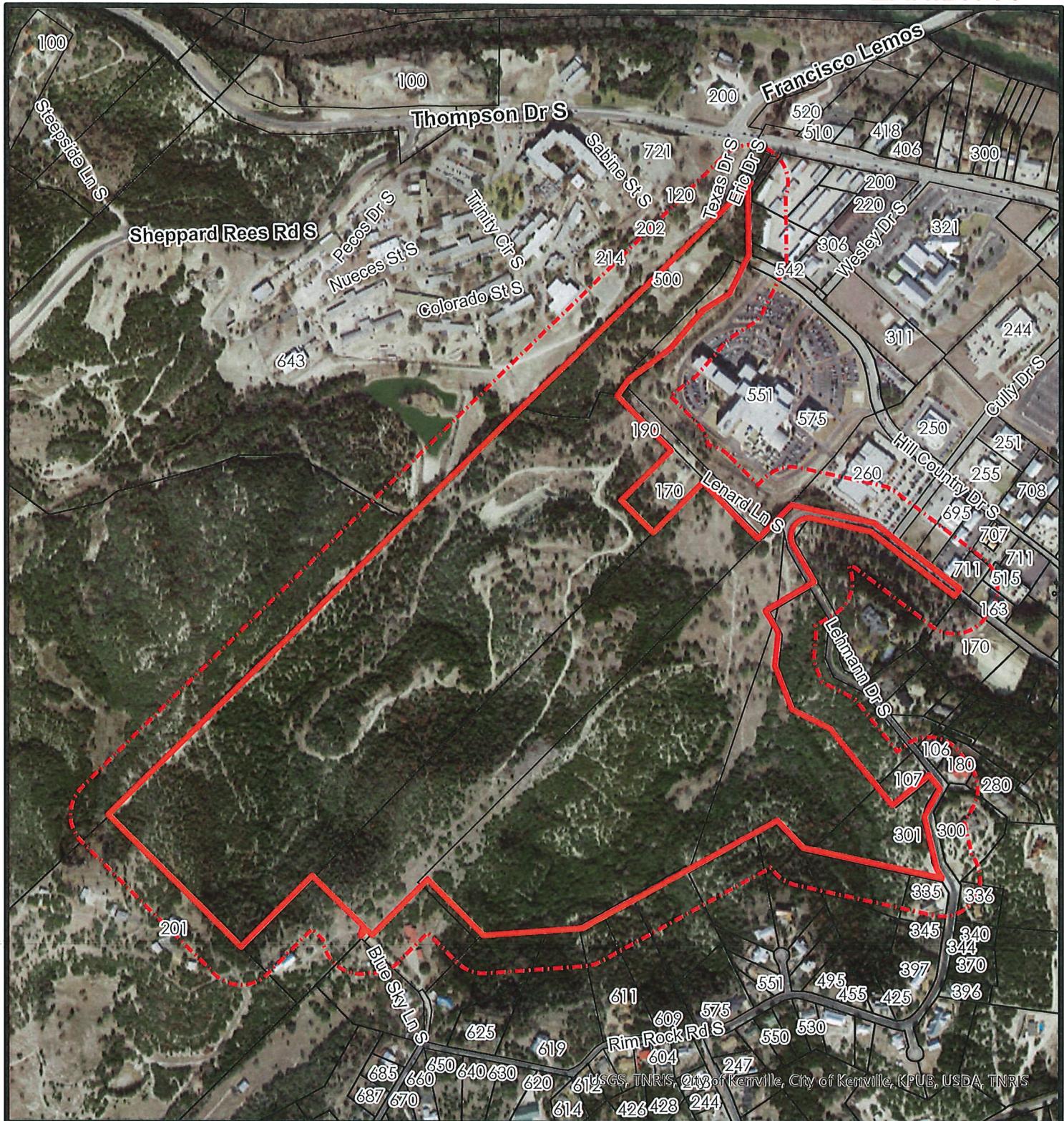


Michael C. Hayes, City Attorney

ATTEST:



Shelley McElhannon, City Secretary



Location Map

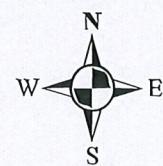
Case # PZ-2021-32

Location:

190 Lenard Ln,
500 Eric Dr, & 301 Rim Rock Rd

Legend

200' Notification Area
Subject Properties



0 250 500 1,000

Scale In Feet

EXHIBIT A

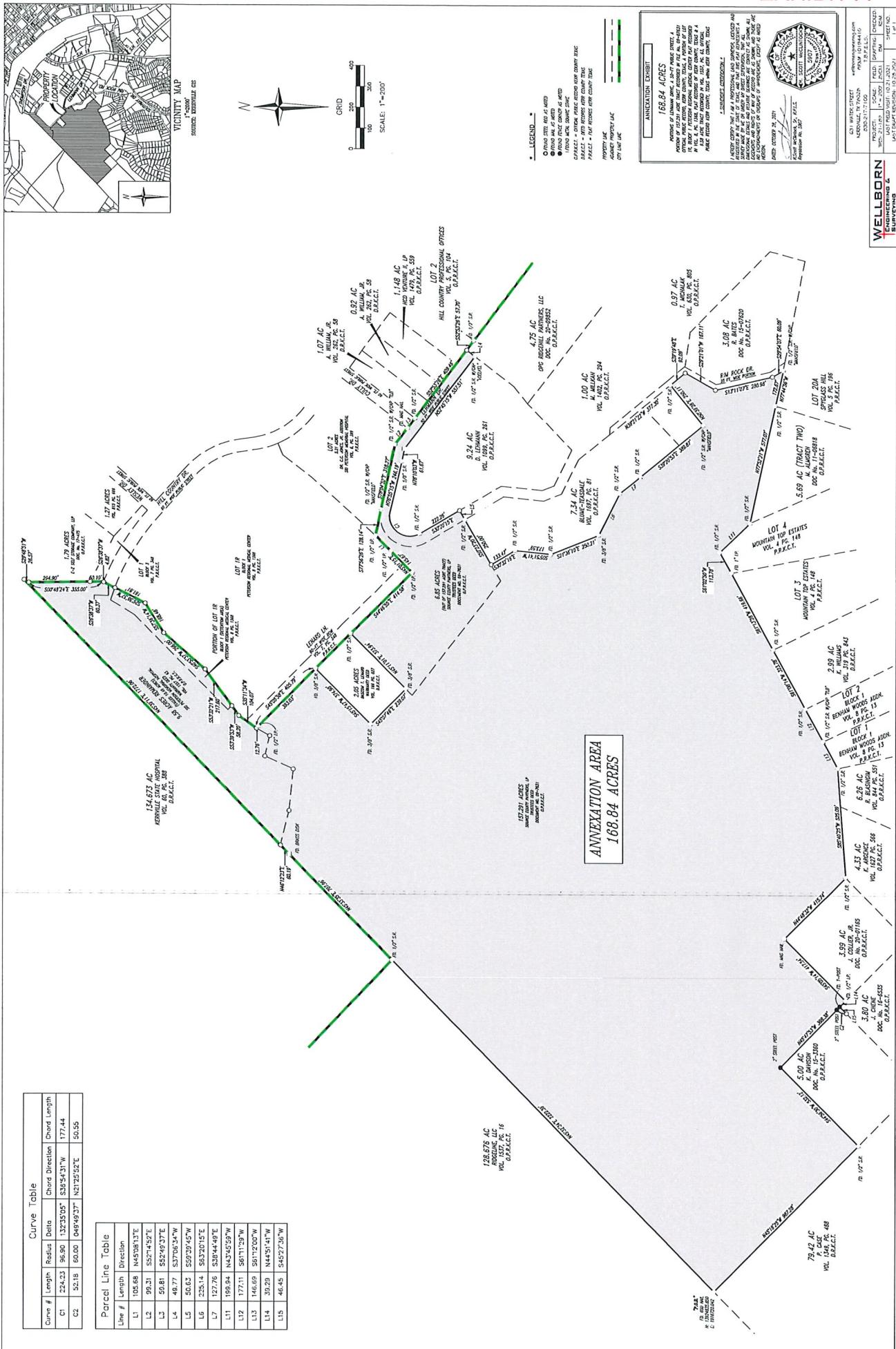
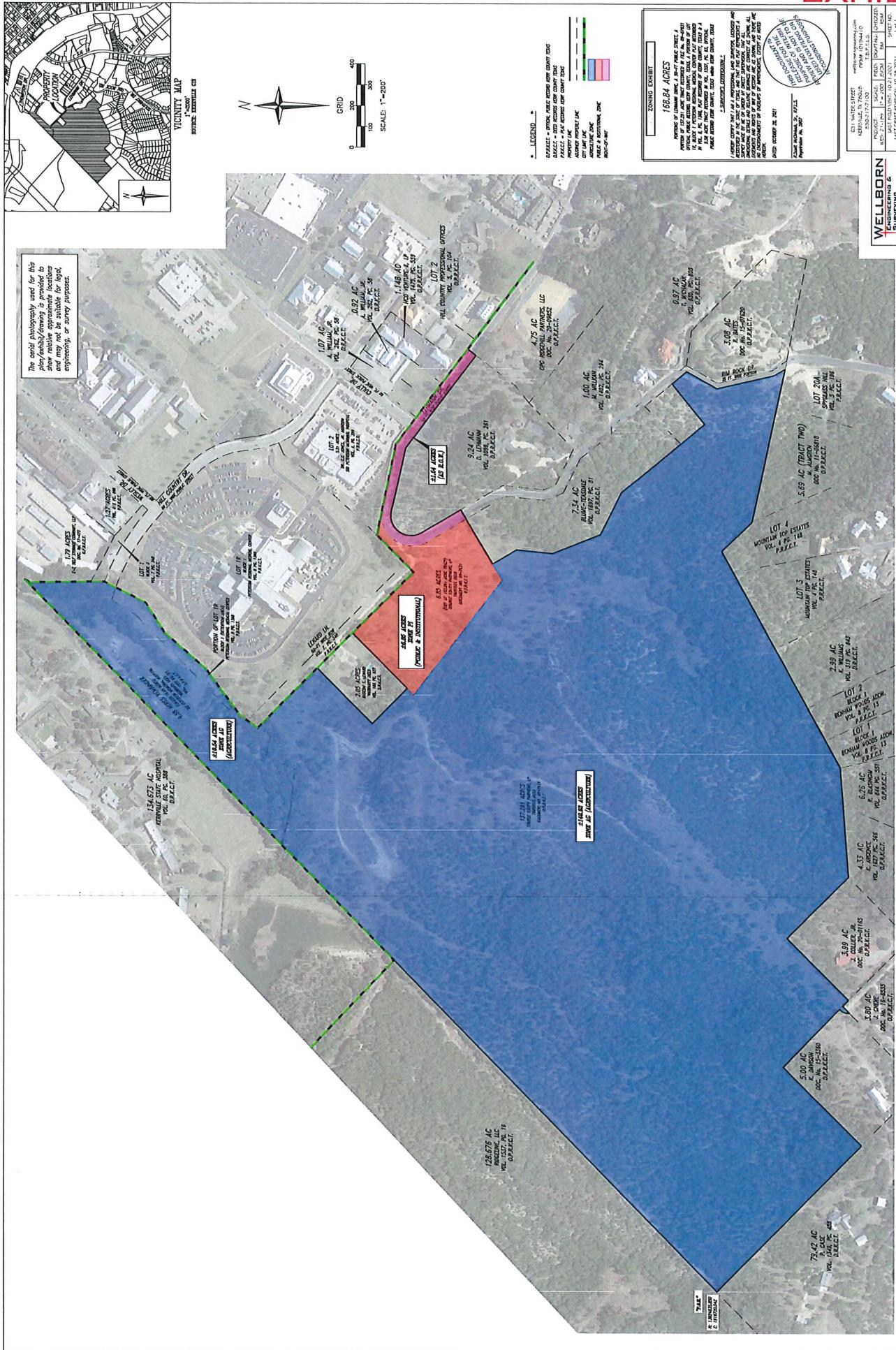


EXHIBIT B



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 waive the requirement to be offered a development agreement pursuant to Section 43.016 of the Texas Local Government Code (where applicable); and petition your honorable Body to extend the present City limits so as to include as part of the City of Kerrville, Texas, the following described territory, to wit:

See Exhibit A

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

Signed: *John*

THE STATE OF TEXAS

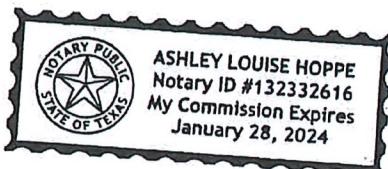
COUNTY OF KERR

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

Given under my hand and seal of office, this 28th day of OCTOBER, 2021.

amery hoppe

Notary Public in and for
Kerr County, Texas



SERVICE AGREEMENT

This Services Agreement (the "Agreement") is entered into between the **CITY OF KERRVILLE, TX**, a Texas Home-Rule Municipal Corporation (the "City") and _____ (the "Owner"). The City and the Owner are collectively referred to as the Parties.

WHEREAS, pursuant to a lawfully submitted petition for annexation from Owner, City intends to institute annexation proceedings for a tract(s) of land described more fully hereinafter (referred to herein as the "Subject Property"); and,

WHEREAS, *Section 43.0672 of the Tex. Loc. Gov't Code* requires a written agreement for the provision of services in the area first be entered into between City and Owner of the Subject Property; and,

WHEREAS, City and Owner agree each will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by City which are good and valuable consideration for the Owner to request annexation and for the Parties to enter into this Agreement for City to provide the listed services upon annexation and in accordance with this Agreement; and,

WHEREAS, it is found that the statutory requirements have been satisfied and City is authorized by *Chapter 43, Tex. Loc. Gov't. Code*, to annex the Subject Property into the City;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Property Description. The legal description of the Subject Property is as set forth in **Exhibit A**, attached hereto and incorporated herein.

Section 2. Services. City will provide the services listed and specified in **Exhibit B**, attached hereto and incorporated herein, for the Subject Property on the effective date of annexation of the Subject Property.

Section 3. Owner's Obligations. Owner shall not file for approval a subdivision plat, site plan, or related development document with City for the Subject Property or portion thereof; or construct, or allow to be constructed, any building or structure on the Subject Property or portion thereof until City has obtained authorization.

Section 4. Term. The term of this Agreement (the "Term") is ten (10) years from the Effective Date.

Section 5. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

Section 6. Authorization. All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Section 7. Covenant Running with the Land. This Agreement shall run with the Subject Property, and this Agreement shall be recorded in the Official Public Records of Kerr County, Texas. Owner and City acknowledge and agree that this Agreement is binding upon City and Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 8. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 9. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both City and Owner after it has been authorized by the City Council.

Section 10. Gender, Number, and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 11. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 12. Enforcement; Waiver. This Agreement may be enforced by Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 13. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 14. Venue and Applicable Law. Venue for this Agreement shall be in Kerr County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 15. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 16. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

Section 17. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to water service to the Subject Property by the City.

EXECUTED this ____ day of _____, 2021.

OWNER (Entity Name)

_____ (printed name),
_____ (title)

STATE OF TEXAS
COUNTY OF KERR

This instrument was acknowledged before me on the _____ day of
_____, 2022, by _____, the _____, of

Notary Public, State of Texas

CITY OF KERRVILLE, TX

E.A. Hoppe, City Manager

This instrument was acknowledged before me on the _____ day of _____, 2022, by E.A. Hoppe, City Manager, City of Kerrville, Texas.

Notary Public, State of Texas

Upon Recording, Return to:
City of Kerrville, Texas
City Secretary
City Hall, 701 Main Street
Kerrville, Texas 78028

EXHIBIT B
ANNEXATION SERVICE PLAN

- I. INTRODUCTION:** This service plan for the extension of municipal services to the area to be annexed was developed in accordance with state law. Municipal facilities and services to the annexed area 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
Code Enforcement	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City 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
Fire Protection and Emergency Medical Services (EMS)	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
Fire Prevention	The services of the City of Kerrville Fire Marshall shall be provided to the area.	Immediately following annexation.
Library	Residents of the area, if any, will continue to be entitled to utilize all City of Kerrville Library facilities.	Immediately following annexation.
Parks and Recreation Facilities	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
Police Protection	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
Maintenance of Existing Roads & Streets	<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"> 1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow. 2. Routine maintenance of public streets and rights-of-way performed within the City. 3. Street sweeping services may occur based upon need and funding. 4. Installation and maintenance of traffic signs, street markings, and other traffic control devices as the need is established by appropriate study and traffic standards. Private streets, including ingress/egress easements, access easements, common areas, common driveways and anything else which has not been specifically dedicated and accepted as public right-of-way, will not be maintained by the City. Public streets will be included in the City's preventive maintenance program. Preventive maintenance projects are prioritized and scheduled based on a variety of factors, including surface condition, transversibility, age, traffic volume, density of dwellings per block, adjacent street conditions and available funding. Any necessary rehabilitation or reconstruction will be considered on a citywide priority basis. 	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Solid Waste Collection	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
Traffic Engineering	Traffic control devices and street markers shall be installed where deemed necessary by the city street department, except as provided by the Texas Department of Transportation.	Immediately following annexation
Water Service	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
Wastewater Service	<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>	As the property develops
Provision for Other City Services	<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>	Immediately following annexation



**TO BE CONSIDERED BY THE
PLANNING AND ZONING COMMISSION
CITY OF KERRVILLE, TEXAS**



SUBJECT: Ordinance No. 2022-06, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, such Chapter more commonly known as the City's Zoning Code; by changing the zoning of multiple lots along Washington St. and between Barnett St. and North St., said lots more commonly known as 500, 504, 508, 512, 602, 604, 608, 616, 624, and 625 Washington St.; and 817 Barnett Street; within the City of Kerrville, Kerr County, Texas; from a Residential Transition Zoning District (RT) to a Public and Institutional Zoning District (PI); and providing other matters relating to the subject.

AGENDA DATE OF: January 25, 2022 **DATE** Jan 13, 2022
SUBMITTED:

SUBMITTED BY: Drew Paxton

EXHIBITS: [20220125_Ord 2022-06 Zone change 500-625 Washington 817 Barnett 2nd reading.pdf](#)

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

SUMMARY STATEMENT:

Proposal: An ordinance to change the zoning from RT Residential Transition District to PI Public and Institutional District on Lots 10, 11, 12, 13, 14, 15, 16, 17; Block J, and Block M, B.F. Cage Addition; and more commonly known as 500, 504, 508, 512, 602, 604, 608, 616, 624, and 625 Washington St and 817 Barnett Street, Kerrville, TX 78028. (Case No. PZ-2021-26)

Procedural Requirements: The City, in accordance with state law, mailed 30 letters on 11/18/2021 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 11/11/2021.

Staff Analysis and Recommendation

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: RT Residential Transition

Existing Land Uses: Church

Direction: North, South, and East

Current Zoning: RT Residential Transition

Existing Land Uses: Residential and Non-Residential

Direction: West

Current Zoning: DAC Downtown Arts and Culture

Existing Land Uses: Church

Consistency with the Kerrville 2050 Comprehensive Plan: The subject property and land directly adjacent are within the Strategic Catalyst Area 1 in the Kerrville 2050 Comprehensive Plan. This SCA is specific for the revitalization of Downtown and the surrounding areas. This zoning change request is consistent with the Comprehensive Plan.

Thoroughfare Plan: The subject property is located on Washington Street between Barnett Street and North Street. North Street is a collector and designed to move traffic from neighborhood-level streets out to the arterials.

Traffic Impact: No traffic impact is anticipated.

Parking: The church currently has multiple parking lots on its campus. Any additional development of the site may trigger additional parking as required by the zoning code.

Recommendation: Based on the consistency with the Kerrville 2050 Plan, staff recommends the rezoning request from RT to PI.

On December 2nd, the Planning and Zoning Commission recommended the case for approval with a unanimous vote.

On January 11, 2022, the City Council unanimously approved Ordinance No. 2022-06 on first reading.

RECOMMENDED ACTION:

Approve Ordinance No. 2022-06, on second reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2022-06**

AN ORDINANCE AMENDING CHAPTER 60 OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS, SUCH CHAPTER MORE COMMONLY KNOWN AS THE CITY'S ZONING CODE; BY CHANGING THE ZONING OF MULTIPLE LOTS ALONG WASHINGTON ST. AND BETWEEN BARNETT ST. AND NORTH ST., SAID LOTS MORE COMMONLY KNOWN AS 500, 504, 508, 512, 602, 604, 608, 616, 624, AND 625 WASHINGTON ST.; AND 817 BARNETT ST.; WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS; FROM A RESIDENTIAL TRANSITION ZONING DISTRICT (RT) TO A PUBLIC AND INSTITUTIONAL ZONING DISTRICT (PI); AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing held before the City Council on January 11, 2022, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on this Ordinance, the adoption of which will result in the change of a zoning district for the properties currently addressed as 500, 504, 508, 512, 602, 604, 608, 616, 624, and 625 Washington St.; and 817 Barnett St.; such change to result in the removal of the properties from a Residential Transition Zoning District (RT) to placement within a Public and Institutional Zoning District (PI); and

WHEREAS, on January 11, 2022, City Council held a public hearing on the zoning change referenced above pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

SECTION ONE. The Zoning Code for the City of Kerrville, Texas, Chapter 60 of the Code of Ordinances of the City of Kerrville, Texas, and the *Official Zoning Map* are hereby amended to designate the following described property zoned as within a Public and Institutional Zoning District (PI):

Legal Description: Being Lots 10, 11, 12, 13, 14, 15, 16, and 17; Block J, and Block M, B.F. Cage Addition; and within the City of Kerrville, Kerr County, Texas; said property more specifically depicted at Exhibit

A, attached hereto and made a part hereof for all purposes.

Address: 500, 504, 508, 512, 602, 604, 608, 616, 624, and 625 Washington St.; and 817 Barnett St.

SECTION TWO. The City Manager or designee is authorized and directed to amend the City's *Official Zoning Map* to reflect the change in districts adopted herein and to take other actions contemplated by and in accordance with the City's Zoning Code.

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

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

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

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

PASSED AND APPROVED ON FIRST READING, this the 11 day of
January A.D., 2022.

PASSED AND APPROVED ON SECOND AND FINAL READING, this
the _____ of _____, A.D., 2022.

Bill Blackburn, Mayor

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



Location Map

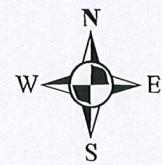
Case # PZ-2021-26

Location:

500, 504, 508, 512, 602, 604,
608, 616, 624, and 625 Washington St,
817 Barnett St

Legend

200' Notification Area
Subject Properties



0 75 150 300

Scale In Feet



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

SUBJECT: Financial report for month ending December 31, 2021.

AGENDA DATE OF: January 25, 2022 **DATE SUBMITTED:** Jan 19, 2022

SUBMITTED BY: Julie Behrens

EXHIBITS: [20220125_Presentation_Financial update.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

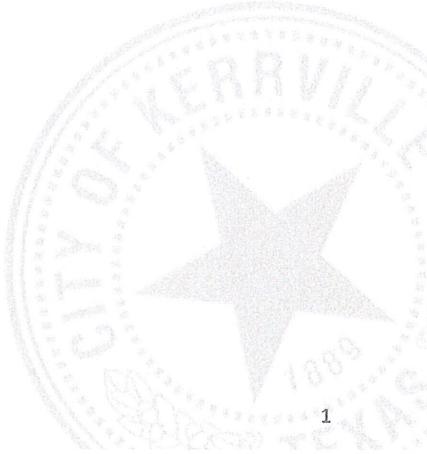
Financial report as of 12-31-2021.

RECOMMENDED ACTION:

No action.

Financial Update

City Council Meeting
January 25, 2022



General Fund Summary

General Fund Revenues as of December 31, 2021

Property Tax: (includes current year, prior year, and penalty & interest)

Budget: \$10,720,382

Current Collections: \$5,626,571

- \$94k from prior year taxes & penalty & interest (compared to \$44K last year)
- As of December 31, 2021 property tax collections are \$2.2M more than December 31, 2020. This is simply due to timing and will flatten as remainder of taxes are paid. January is historically the highest property tax collection month.
- Sales Tax:

Budget: \$8,614,787

Current Collections: \$2,238,565

- Average increase of 15% over FY2021 for first quarter
- Continue to have strong contributions from retail, food service, manufacturing, wholesale trade, and construction

General Fund Summary

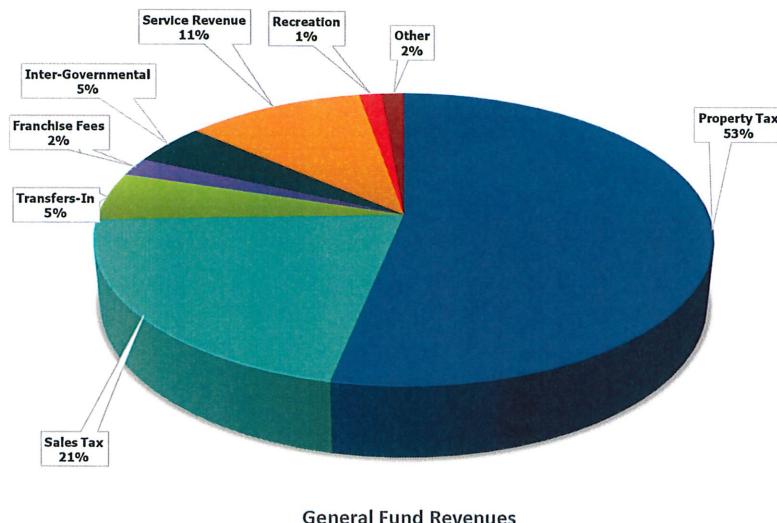
Overview of Revenues as of December 31, 2021

General Fund	Y-T-D FY2022		Better or Worse than YTD Budget	Y-T-D FY2021 Actual	Change from YTD FY2021
	FY2022 Budget	Estimate			
Taxes					
Property Tax	\$ 10,720,382	\$ 4,663,366	\$ 5,626,571	\$ 963,205	\$ 3,447,280
Sales Tax	8,614,787	1,979,423	2,238,565	259,142	2,017,445
Franchise Fees	1,959,200	181,657	214,031	32,374	98,105
Total Taxes	\$ 21,294,369	\$ 6,824,447	\$ 8,079,167	\$ 1,254,720	\$ 5,562,830
Permits & Fees	40,495	11,061	24,048	12,987	5,991
Inter-Governmental	1,489,052	497,637	486,417	(11,220)	433,097
Service Revenue	3,997,854	881,514	1,153,266	271,752	865,774
Recreation	656,975	121,539	146,422	24,883	166,687
Fines & Forfeitures	476,550	109,340	73,065	(36,275)	77,248
Grants & Donations	29,500	6,768	10,032	3,264	10,625
Interest & Misc.	223,961	51,386	39,903	(11,483)	77,710
Transfers-In	2,276,116	557,779	557,779	-	694,706
Total General Fund Revenue:	\$ 30,484,872	\$ 9,103,427	\$ 10,570,099	\$ 1,508,628	\$ 7,894,668
					\$ 2,675,431

- As of December 31, 2021 property tax collections are \$2.2M more than December 31, 2020. This is simply due to timing of when people pay taxes and will flatten as remainder of taxes are paid. January is historically the highest single month property tax period.
- Services are higher than estimated due to EMS revenues, which are difficult to predict.

General Fund Summary

Overview of Revenues as of December 31, 2021



General Fund Summary

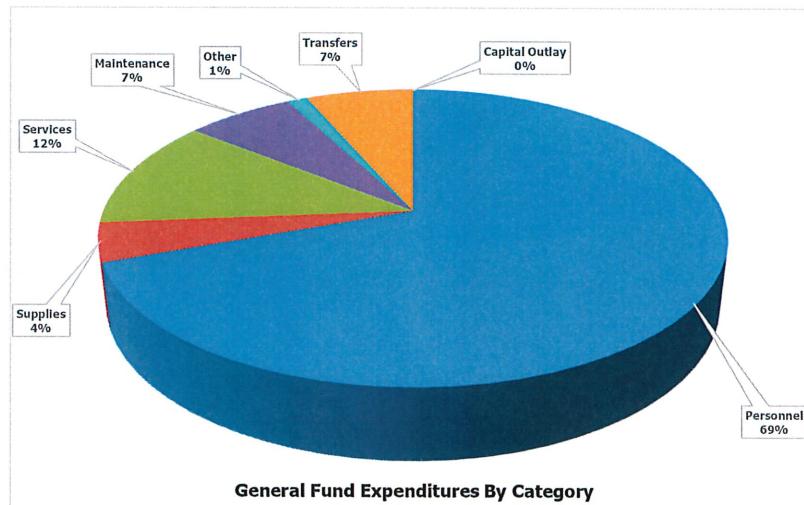
Overview of Expenses as of December 31, 2021

General Fund Expenses	Y-T-D FY2022		Y-T-D FY2022 Actual	Better or Worse than YTD Budget	Y-T-D FY2021 Actual	Change from YTD FY2021
	FY2022 Budget	Estimate				
Personnel	\$ 20,783,202	\$ 5,313,371	\$ 5,183,613	129,758	5,031,124	152,489
Supplies	1,535,737	319,448	316,284	3,164	209,753	106,531
Maintenance	3,271,728	834,356	492,090	342,266	846,847	(354,757)
Services	2,331,535	809,925	887,641	(77,716)	788,894	98,747
Other	460,192	113,852	92,783	21,069	85,307	7,476
Capital Outlay	152,210	13,520	-	13,520	-	-
Transfers-Out	328,647	492,500	492,500	-	82,162	410,338
Total General Fund Expenses	\$ 28,863,251	\$ 7,896,972	\$ 7,464,911	432,061	7,044,086	420,825

- Better than ESTIMATED FY2022 budget-to-date
- Asset Replacement transfer out \$440K as budgeted
- Lower maintenance expense related to timing of payments for paving projects

General Fund Summary

Overview of Expenses as of December 31, 2021



Water Fund Summary

Water Fund Revenues

Water Sales:

Budget: \$6,665,813

Current Sales: \$1,584,397

Currently behind FY2022 ESTIMATED budget-to-date and behind last year:

- Very wet summer – started year off behind, especially in irrigation category
- Current dry conditions and implementation of FY2022 rates could make up some shortfall in next few months
- YTD Consumption: Residential -12%, Irrigation -26%, Commercial flat with FY2021
- January consumption (not on report) slightly better than last year, following a few dry months

Sewer Sales:

Budget: \$5,992,747

Current Sales : \$1,554,509

Currently ahead of FY2022 ESTIMATED budget-to-date and ahead of last year:

- Sewer sales are more stable due to residential sewer averaging (less weather dependent)
- Continuing trend from FY2021
- Residential sewer averaging is based on water consumption during the months of December, January, & February

Water Fund Summary

Overview of Revenues as of December 31, 2021

Water Fund	Current FY2022 Budget	Year to Date FY2022 Budget	Y-T-D FY2022 Actual	Better or Worse than YTD Budget	Y-T-D FY2021 Actual	Change from YTD FY2021
Revenues						
Water Sales	\$ 6,665,813	\$ 1,666,453	\$ 1,584,397	(82,056)	\$ 1,732,308	\$ (147,911)
Sewer Sales	5,992,747	1,486,190	1,554,509	68,319	1,473,052	81,457
Reuse Sales	155,021	44,798	48,917	4,119	67,598	(18,681)
Waste Disposal Fees	450,000	102,220	101,437	(783)	118,235	(16,798)
Other	442,180	122,348	96,274	(26,074)	146,886	(50,612)
Total Revenues	\$ 13,705,761	\$ 3,422,009	\$ 3,385,534	\$ (36,475)	11,552,781	(152,545)

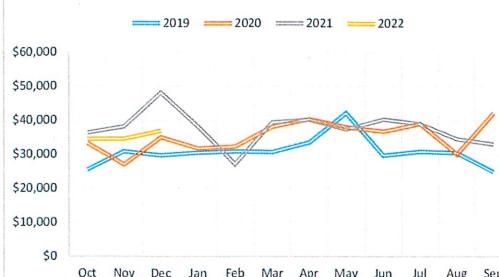
Notes:

- Total fund revenues running behind estimated budget and behind last year
- Shortfall on “other” category is primarily in Water Tap Fees – FY2021 had multiple projects requiring taps in the first quarter of FY2021

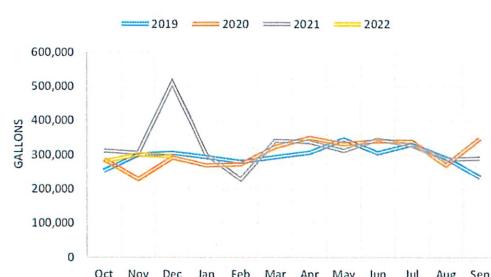
Water Fund Summary

Overview of Revenues as of December 31, 2021

HAULED SEPTAGE REVENUE



HAULED SEPTAGE VOLUMES

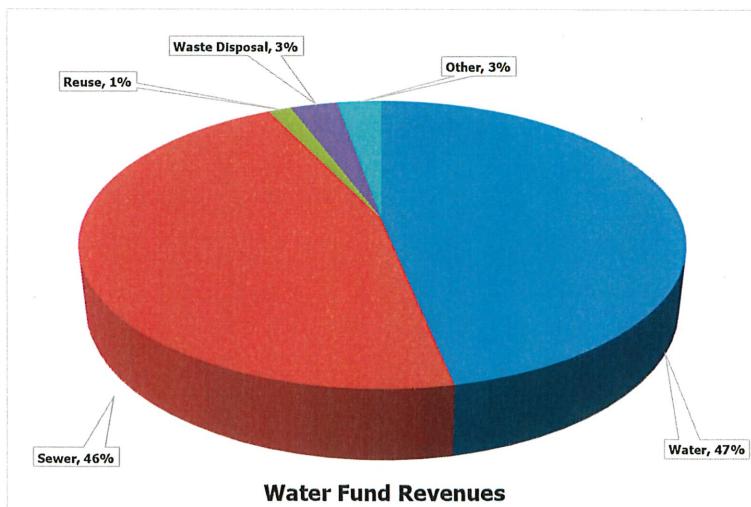


WASTE DISPOSAL

Water Fund Summary

Overview of Revenues as of December 31, 2021

Water Fund Revenues



Water Fund Summary

Overview of Expenses as of December 31, 2021

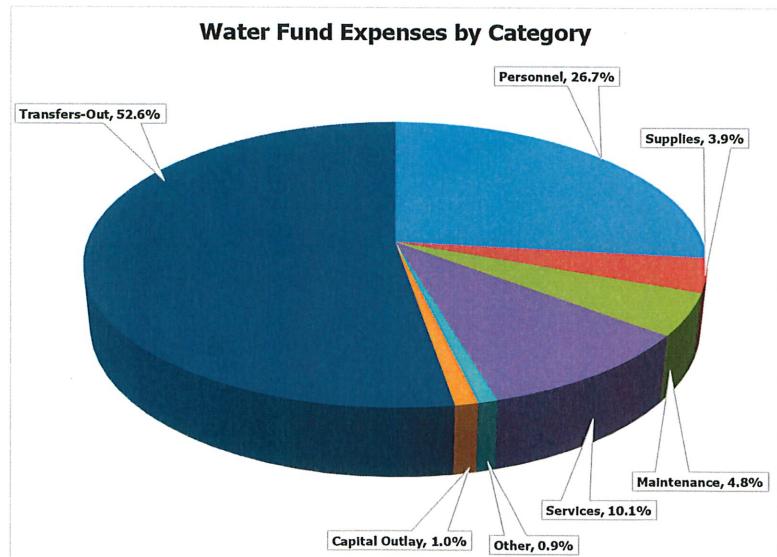
Water Fund	Current FY2022 Budget	Year to Date FY2022 Budget	Y-T-D FY2022 Actual	Better or Worse than YTD Budget	Y-T-D FY2021 Actual	Change from YTD FY2021
Expenses						
Personnel	\$ 3,533,787	\$ 957,071	\$ 869,125	87,946	897,631	(28,507)
Supplies	824,367	223,267	125,705	97,562	138,070	(12,366)
Maintenance	972,357	263,348	154,631	108,716	151,528	3,103
Services	1,088,446	294,789	330,066	(35,277)	342,415	(12,349)
Other	314,371	85,142	28,305	56,837	49,858	(21,553)
Capital Outlay	125,200	33,908	33,703	205	49,391	(15,688)
Transfers-Out	6,847,233	1,711,808	1,711,808	-	997,979	713,829
Total WF Expenses	\$ 13,705,761	\$ 3,569,334	\$ 3,253,344	\$ 315,990	2,626,873	626,470

Notes:

- **Transfers-Out includes:**
 - **Street Use Fee**
 - **Debt Service**
 - **\$330K transfer to Asset Replacement**

Water Fund Summary

Overview of Expenses as of December 31, 2021



Golf Fund Overview

Golf Fund	Year to Date		Y-T-D FY2022 Actual	Better or Worse than YTD Budget	Y-T-D FY2021 Actual	Change from YTD FY2021
	Current FY2022 Budget	FY2022 Budget				
Recreation Revenue	928,593	232,148	247,058	14,910	227,979	19,079
Misc Revenue	1,500	451	150	(301)	481	(331)
Transfer In	85,000	17,500	17,500	-	17,500	-
Total Revenue	\$ 1,015,093	\$ 250,099	\$ 264,708	\$ 14,609	\$ 245,959	\$ 18,748
Expenditures	1,015,093	263,924	187,171	76,754	229,013	41,842
Net	\$ -	\$ (13,825)	\$ 77,537	\$ 91,362	\$ 16,947	\$ 60,590

Notes:

- Golf continues to show growth – 8% ahead of FY2021**
- New irrigation control system coming soon**
- Spring tournaments will commence in the next few months**

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Development Services Fund Overview

Development Services Fund	Year to Date		Y-T-D FY2022 Actual	Better or Worse than YTD Budget	Y-T-D FY2021 Actual	Change from YTD FY2021
	Current FY2022 Budget	FY2022 Budget				
Revenues						
Permits & Fees	\$ 888,973	\$ 74,081	\$ 138,745	\$ 64,664	\$ 108,914	\$ 29,831
Transfer In	147,895	\$ 12,325	36,974	24,649	68,065	(31,091)
Total Revenue	1,036,868	86,406	175,719	89,313	176,979	(1,260)
Expenditures	1,036,868	\$ 86,406	231,483	(145,077)	244,943	(13,460)
Net	\$ -	\$ -	\$ (55,764)	\$ (55,764)	\$ (67,964)	\$ 12,200

Notes:

- Revenues from Permits & Fees \$30K ahead of last year and better than estimated budget-to-date**
- Transfer In budgeted lower than FY2021**
- FY2022: 118 commercial permits issued, 390 residential permits issued, 3 large projects expected to kick off soon**

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HOT Fund Summary

Hotel Occupancy Tax Fund	Year to Date		Y-T-D FY2022 Actual	Better or Worse than YTD Budget	Y-T-D FY2021 Actual	Change from YTD FY2021
	Current FY2022 Budget	FY2022 Budget				
Revenues	\$ 1,555,258	\$ 340,780	\$ 386,211	\$ 45,430	\$ 346,584	39,627
Expenses	1,555,258	370,881	289,496	81,385	266,116	23,380
Net	\$ -	\$ (30,101)	\$ 96,714	\$ 126,815	\$ 80,468	\$ 63,008

Notes:

- **11.4% ahead of FY2021**
- **Increased advertising to promote Kerrville**
 - Billboards
 - Magazines
 - Social Media
- **Increase in # of special events compared to FY2021**

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Upcoming Items

- **Audit is completed**
- **Finalizing financial statements**
- **February 2022 – FY2022 Budget Amendment**
- **February 2022- Comprehensive Annual Financial Report will be presented to Council by the City's audit firm, BKD**
- **February 2022 – new budget process begins!**

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Council Questions or Comments?

