

AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING

TUESDAY, NOVEMBER 08, 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
NOVEMBER 08, 2022, 6:00 PM
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS



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

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

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

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

Thank you for your participation!

CALL TO ORDER: Mayor Judy Eychner

INVOCATION AND PLEDGE OF ALLEGIANCE: Led by Councilmember Kim Clarkson

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

2 PRESENTATIONS:

2.A Kerrville Kindness award recognizing Richard Vasquez.

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

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

Attachment: 20221108_Agreement_LA 198 District Court -disposition forfeited property.pdf



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

Attachment: 20221108_AgreementILA Kerr County -Tyler Public Safety System.pdf



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

Attachment: 20221108_AgreementILA Kerr County -supplemental workstations.pdf

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

Attachment: 20221108_Agreement HMAP- City of Kerrville.pdf



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

Attachment: 20221108_Agreement_Medical Director thru 11-30-27 KFD.pdf



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

Attachment: 20221108_PSA Scope of Service 6S Eng -2023 Street Maintenance.pdf



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

Attachment: 20221108_PSA Scope of Service 6S Eng - 2023 Pavement Master Plan update.pdf

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

Attachment: 20221108_Minutes_CC workshop 10-25-22 4pm.pdf

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

Attachment: 20221108_Minutes_CC meeting 10-25-22 6pm.pdf

END OF CONSENT AGENDA.

5 PUBLIC HEARINGS AND RESOLUTIONS:

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

Attachment: 20221108_Reso 72-2022 CUP 339 Guadalupe STR.pdf

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

Attachment: 20221108_Reso 73-2022 CUP 800 Lake STR.pdf

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

Attachment: 20221108_Reso 74-2022 CUP 503 Oakland Hills STR.pdf

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

Attachments: 20221108_Reso 75-2022 CUP 220 Riverhill Club 5 STR.pdf

20221108_Letter in favor 220 Riverhill Club 5 - Moir.pdf

5.E Resolution No. 76-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 9, Block 1, Riverhill Las Casitas Addition; and more

commonly known as 220 Riverhill Club, #9; said property is located within a Medium Density Residential Zoning District (R-2); and making said permit subject to conditions and restrictions.

Attachments: [20221108_Reso 76-2022 CUP Riverhill Club 9 STR.pdf](#)

[20221108_Letter in favor 220 Riverhill Club 9 - Moir.pdf](#)

[20221108_Letter opposed 220 Riverhill Club 9 - Sullivan.pdf](#)

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

Attachments: [20221108_Reso 77-2022 CUP 220 Riverhill Club 13 STR.pdf](#)

[20221108_Letter in favor 220 Riverhill Club 13 - Moir.pdf](#)

[20221108_Letter opposed 220 Riverhill Club 13 - Sullivan.pdf](#)

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

Attachments: [20221108_Reso 78-2022 CUP 220 Riverhill Club 14 STR.pdf](#)

[20221108_Letter in favor 220 Riverhill Club 14 - Moir.pdf](#)

[20221108_Letter opposed 220 Riverhill Club 14 - Sullivan.pdf](#)

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

Attachments: [20221108_Reso 79-2022 CUP 2324 Trails End STR.pdf](#)

[20221108_Letter in favor 2324 Trails End - Uttrich.pdf](#)

[20221108_Letters opposed 2324 Trails End - Calmes Wilson.pdf](#)

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

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

Attachment: [20221108_Ord 2022-32 Annex Zone 5269 State Hwy 27.pdf](#)

7 INFORMATION & DISCUSSION:

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

8 ORDINANCES, FIRST READING:

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

Attachments: [20221108_Ord 2022-30 redlined draft STR.pdf](#)

[20221108_Ord 2022-30 draft STR.pdf](#)

8.B Ordinance No. 2022-33. An Ordinance amending Chapter 102 "Traffic and Vehicles," Section 102-1 "Definitions" of the Code of Ordinances of the City of Kerrville, Texas by revising the definitions of "Excessive or Unusual Noise" and "Noisemakers" in their entirety; containing a savings and

severability clause; providing an effective date; ordering publication; and providing other matters relating to this subject.

Attachment: [20221108_Ord 2022-33 Excessive or Unusual Noise -vehicles.pdf](#)

9 ORDINANCE(S), SECOND READING:

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

Attachment: [20221108_Ord 2022-31 Amending FY2022 budget second reading.pdf](#)

10 CONSIDERATION AND POSSIBLE ACTION:

KERRVILLE 2050 10.A Consider a request for the grant of a major waiver of the requirement within the City's Subdivision Code (Ch. 82, Code of Ordinances; Section 82-50) for the extension of utilities to the property line; the property being an 11.93 acre proposed lot addressed as 5269 Highway 27 and generally located on Highway 27 at Colvin Ranch Rd. E. Applicant: Ingram Ready Mix, No. 10.

Attachment: [20221108_Waiver_IngramReadyMix request packet.pdf](#)

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

Attachment: [20221108_Reso 68-2022 Water-Wastewater Master Plan update.pdf](#)

KERRVILLE 2050 10.C Qualification of Five Responders as Design-Build Firms for the Public Safety Facility project.

Attachment: [20221108_Submittals_Public Safety Facility_DB Team Submissions.pdf](#)

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

11 BOARD APPOINTMENT(S):

11.A Appointment to the Food Service Advisory Board.

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

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

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

ADJOURN.



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

SUBJECT: Kerrville Kindness award recognizing Richard Vasquez.

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** November 1, 2022

SUBMITTED BY: Mayor Judy Eychner, City Council

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

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

RECOMMENDED ACTION:

Present award.



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

SUBJECT: Proclamation recognizing November 7-11, 2022 as Municipal Court week.

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 18, 2022

SUBMITTED BY: Mayor Judy Eychner, City Council

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Recognizing November 7-11, 2022 as Municipal Court week in the City of Kerrville.

RECOMMENDED ACTION:

Present proclamation.



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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 24, 2022

SUBMITTED BY: Chief Chris McCall, Police Department

EXHIBITS: [*20221108_Agreement_LA 198 District Court -disposition forfeited property.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:

As required by Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure, this is a local agreement between 198th District Attorney's Office and the City of Kerrville Police Department regarding the percentage distribution of seized and forfeited property. Money and/or property seized and forfeited shall be split with 40% being awarded to the 198th District Attorney's Office and the remaining 60% to be received by the City of Kerrville Police Department for law enforcement purposes.

RECOMMENDED ACTION:

Approve the Local Agreement.

LOCAL AGREEMENT BY AND BETWEEN THE CITY OF KERRVILLE, TEXAS AND THE STATE OF TEXAS FOR DISPOSITION OF FORFEITED PROPERTY IN THE 198TH JUDICIAL DISTRICT COURT RESULTING FROM THE SEIZURE OF PROPERTY IN THE CITY OF KERRVILLE, TEXAS

This Local Agreement is made between the City of Kerrville, Texas (hereinafter "City") and the State of Texas (hereinafter "State").

WITNESSETH

WHEREAS, Chapter 59 of the Texas Code of Criminal Procedure provides for the forfeiture to the State of Texas of property found to be "contraband," as defined by Chapter 59.01 of the Texas Code of Criminal Procedure; and

WHEREAS, the 198th District Attorney's Office of Kerr County, Texas (hereinafter "Prosecuting Attorney") represents the State of Texas regarding forfeiture of contraband seized pursuant to Chapter 59 of the Code of Criminal Procedure; and

WHEREAS, Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure mandates that a local agreement be reached between the attorney representing the State and local law enforcement agencies to effect the disposition of contraband forfeited to the State on or after **October 1, 2022**; and

WHEREAS, the City, on behalf of its Kerrville Police Department, and the State, through its Prosecuting Attorney, desire to enter into an agreement regarding disposition of forfeited contraband seized under Chapter 59 of the Texas Code of Criminal Procedure;

NOW, THEREFORE, for the mutual considerations stated herein, this Local Agreement is hereby made and entered into by the City and the State.

In consideration for the services associated with the forfeiture of contraband, the City and the State agree that **Forty Percent (40%)** of all money, and/or property forfeited as a result of a seizure effected by the Kerrville Police Department, shall be retained by the Prosecuting Attorney to be used for the official purposes of that office and that the remaining **Sixty Percent (60%)** shall be retained by the City for use by the Kerrville Police Department for law enforcement purposes. **Sixty Percent (60%)** of all money and/or property forfeited as a result of a seizure effected by the Prosecuting Attorney in the City of Kerrville, shall be retained by the Prosecuting Attorney to be used for the official purposes of that office and that the remaining **Forty Percent (40%)** shall be retained by the City for use by the Kerrville Police Department for law enforcement purposes.

In the event that the Prosecuting Attorney is assisted by additional law enforcement personnel other than just the members of the Kerrville Police Department in planning or making the seizure or the arrest upon which the forfeiture will be based, or in the event that the management of the property to be forfeited necessitates extraordinary amount of time or expense, the case will be developed as a joint investigation with the percentage apportioned between the prosecuting attorney and the law enforcement agencies commensurate with the time and effort required by each, and an Addendum to this Local Agreement will be executed by the parties as it pertains to

the particular seizure and/or arrest. No provision in this Local Agreement shall limit the authority of the City of Kerrville through the Kerrville Police Department or the Prosecuting Attorney in choosing to file charges or forfeiture proceedings with federal authorities or courts.

Money and property shall be considered forfeited to the State once a forfeiture judgment has become final and no Motion for New Trial or Notice of Appeal has been taken. All monies will be deposited into an interest bearing Escrow account and payments in case or in kind shall be made as promptly as possible to include a pro-rata distribution of interest.

The term of this Local Agreement shall be a period of one (1) year from **October 1, 2022 to October 1, 2023**. This Local Agreement shall automatically renew for successive one-year terms. This Agreement may be terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice. But any pending forfeitures under this Local Agreement filed before the termination date shall not be affected by such notice.

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for the City of Kerrville, mail to:

Kerrville Chief of Police
Kerrville Police Department
429 Sidney Baker
Kerrville, Texas 78028

If intended for the State of Texas, mail to:

198th District Attorney
402 Clearwater Paseo, Suite 500
Kerrville, Texas 78028

SIGNED on this the _____ day of October, 2022

CITY OF KERRVILLE, TEXAS

THE STATE OF TEXAS

Judy Eychner, Mayor, City of Kerrville

Stephen Harpold, District Attorney, 198th Jud. Dist.

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO CONTENT:

Chris McCall, Kerrville Police Chief

APPROVED AS TO FORM:

William Tatsch

William Tatsch, Asst. City Attorney

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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 24, 2022

SUBMITTED BY: Chief Chris McCall, Police Department

EXHIBITS: [*20221108_AgreementILA Kerr County -Tyler Public Safety System.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? Yes

Key Priority Area F - Public Facilities and Services

Guiding Principle N/A

Action Item F1.1 - Update the City's facilities and space needs plan

SUMMARY STATEMENT:

An interlocal agreement between Kerr County and the City of Kerrville, authorizing the Kerr County Sheriff's Department and the Kerrville Police Department to search and view records contained individually within each agencies Tyler Public Safety Records Management System. This will give each agency the ability to see records maintained by the other agency through Tyler Public Safety Software's 1-Search Peer-to-Peer connection.

RECOMMENDED ACTION:

Approve the Interlocal Agreement with the County of Kerr, Texas.

INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF KERRVILLE, TEXAS AND THE COUNTY OF KERR, TEXAS TO PROVIDE ACCESS TO EACH OF THEIR LAW ENFORCEMENT AGENCIES' CRIMINAL JUSTICE INFORMATION THROUGH THE TYLER PUBLIC SAFETY ONE SOURCE SYSTEM

This Agreement is made between the City of Kerrville, Texas ("CITY") and the County of Kerr, Texas ("COUNTY") (collectively, the "Parties") to approve and establish guidelines for the reciprocal access to each entity's criminal justice information through the Tyler Public Safety One Source system. The Parties believe such access will expand collaboration and strengthen information sharing capabilities. Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791, Texas Government Code, as amended, providing for the cooperation between local governmental bodies, the parties hereto in consideration of the mutual promises contained herein agree as follows:

- A. ENTITY. Each party is a local government within the State of Texas.
- B. PUBLIC BENEFIT AND PURPOSE. The respective governing body of each party finds that: (1) the subject of this Agreement is necessary for the benefit of the public; (2) each party has the legal authority to perform and to provide the governmental function or service that is the subject matter of this Agreement; (3) the division of cost fairly compensates the performing party for the services performed under this Agreement; and (4) the performance of this Agreement is in the common interest of both parties.
- C. VENUE. Each Party agrees that if legal action is brought under this Agreement, then exclusive venue shall lie in Kerr County, Texas.
- D. EFFECTIVE DATE AND TERM. This Agreement shall become effective on the first day after it has been signed by both governing bodies. This Agreement shall remain in full force and effect until it is affirmatively amended or rescinded in writing by either party.
- E. CONTACTS. The Parties designate the following individuals, and their subsequent replacements or designees, as their respective points of contact:

City of Kerrville
Chris McCall
Chief of Police
429 Sidney Baker
Kerrville, Texas 78028

Kerr County
Larry Leitha
County Sheriff
400 Clearwater Paseo
Kerrville, Texas 78028

F. DEFINITIONS

1. “CJI” shall mean criminal justice information, including, but not limited to, criminal history record information; motor vehicle and driver registration information; wanted, missing, and other person information; wanted and stolen property information; and other information used by criminal justice agencies to perform their missions.
2. “CJIS” shall mean the Federal Bureau of Investigation’s Criminal Justice Information Services Division, being the repository for criminal justice information services in the Federal Bureau of Investigation – the National Crime Information Center (NCIC) and the Interstate Identification Index (III) are systems managed by CJIS and are included in this definition.
3. Tyler Public Safety One Search shall mean the feature in the Tyler Public Safety software that allows a user to search multiple servers through 1-Search Peer-to-Peer, which is the Tyler Technologies, Inc. software feature that allows users to search the data of other other agencies.
4. Law Enforcement Agencies shall mean Kerrville Police Department (“KPD”) and Kerr County Sheriff’s Department (“KCSD”).

G. DOCUMENTS INCORPORATED BY REFERENCE. The following documents are hereby incorporated by reference and made a part of this Interlocal Agreement:

1. United States Code of Federal Regulations Title 28 Part 20 (28 CFR 20) – Criminal Justice Information Systems, as now enacted or hereafter amended;
2. CJIS Security Policy, as now published or hereafter amended;
3. Texas Security Policy Supplement (<https://www.dps.texas.gov/sites/default/files/documents/securityreview/texascjissecuritypolicy.pdf>), as now published or hereafter amended.

The Parties hereby agree that these documents so incorporated may be amended at any time after this Interlocal Agreement takes effect, and that such amended documents shall have as much effect immediately as the originals of the same have at the time this Agreement takes effect.

H. **RESPONSIBILITIES OF THE PARTIES AND THEIR LAW ENFORCEMENT AGENCIES.** The Parties and their law enforcement agencies shall do the following:

1. Notify Tyler Technologies, Inc., its subsidiary, or parent company that it may provide the other party's law enforcement agency access to the party's CJI stored on Tyler Public Safety One Search;
2. Comply with federal law and regulations, state law and administrative code, rules, procedures, and policies, now in effect or in the future formally approved and adopted by CJIS or Texas Department of Public Safety (TXDPS) in regard to any criminal justice information furnished through CJIS systems;
3. Meet or exceed all applicable security requirements as described in the CJIS Security Policy, now in effect or promulgated in the future; this includes, but is not limited to:
 - a. Access and use CJI for official criminal justice purposes only; and maintain a log or other auditable record of any secondary dissemination of CJI, in accordance with applicable CJIS policies;
 - b. Limit access to CJI to authorized Party's employees;
 - c. Prevent non-criminal justice personnel or personnel not under the management control of the Law Enforcement Agencies from accessing CJI in any form, including printed, spoken and electronic;
 - d. Ensure every individual within the scope of the Law Enforcement Agencies' authority with direct or indirect access or exposure to CJI, in any form, including hardcopy, completes Security Awareness training before being provided access, and then every two years thereafter;
 - e. Prohibit and prevent any dissemination of CJI via unsecure, electronic modes of communication, including, but not limited to, unencrypted mail, unencrypted file transfer, any unencrypted transmission over unsecure networks, or storage on unencrypted removable media, such as USB drives and CDs/DVDs;
 - f. Securely dispose of any media containing CJI, including, but not limited to, diskettes, tape cartridges, ribbons, hard copies, print-outs, and other similar items, by a process of shredding, incineration, degaussing, or secure erasure, as appropriate for the media to be destroyed;
 - g. Protect any Party's network or computer system transmitting or containing CJI from unauthorized access by use of an appropriate

combination of firewalls, intrusion detection systems, and intrusion protection systems;

- h. Maintain any and all such records as may be necessary to document compliance with the requirements of the CJIS Security Policy, and provide such documentation up on request; and
 - i. Comply with all federal and state laws, rules, and/or regulations relating to protection of CJI, including conducting required audits, including, but not limited to Information Technology Security Audits, Non-Criminal Justice Agency Audits, etc., at least once every two years. Each party also agrees to provide a certification of audit compliance to the other party upon written request.
- 4. Each Party shall be responsible for any costs it incurs for access to Tyler Public Safety One Search.
- 5. The Parties agree to work with each other to create and maintain network connectivity using approved solutions.
- 6. Each Party agrees to maintain CJIS compliance on its side of the connection, including its network access and terminals (including installation and maintenance of security patches, updated anti-virus software and practices, etc.).
- 7. Each Party agrees to only access CJIS systems services from CJIS secure locations, or using their own CJIS compliant remote access Virtual Private Network (“VPN”) solution.
- 8. Neither Party is authorized to provide parties not included in this agreement access to CJIS systems made accessible by the other Party, unless the other Party provides express written authorization for such access.

I. SUPPORT. Network support provided by either Party is best effort.

J. NEGLIGENCE. Neither Party is responsible for malware or other exploits originating from either Parties' network connections.

K. HOLD HARMLESS.

CITY AGREES TO HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGEMENT, SUIT, CAUSE OF ACTION, OR DEMAND, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR DAMAGES BY REASON OF OR ARISING OUT OF ANY FALSE ARREST OR IMPRISONMENT OR ANY CAUSE OF ACTION, ARISING OUT OF OR INVOLVING ANY NEGLIGENCE ON THE PART OF THE COUNTY OR ANOTHER ENTITY OVER WHICH COUNTY EXERCISES CONTROL IN THE EXERCISE OF THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW.

COUNTY AGREES TO HOLD THE CITY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGEMENT, SUIT, CAUSE OF ACTION, OR DEMAND, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR DAMAGES BY REASON OF OR ARISING OUT OF ANY FALSE ARREST OR IMPRISONMENT OR ANY CAUSE OF ACTION, ARISING OUT OF OR INVOLVING ANY NEGLIGENCE ON THE PART OF THE CITY OR ANOTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL IN THE EXERCISE OF THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW.

L. DISCONNECTION. If either Party no longer desires to access the other Party's CJIS through the Tyler Public Safety One Source, it shall immediately notify the other Party to coordinate disconnection. If it shall come to the attention of the other Party that access to the CJIS through the Tyler Public Safety One Source is being used in an inappropriate or unlawful manner, the other Party shall have the right to terminate the access connection immediately. Upon cancellation, the terminated Party is no longer entitled to access the Tyler Public Safety One Source systems of the other Party.

M. SEVERANCE AND SURVIVAL. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The indemnity provisions shall survive termination, cancellation, expiration or non-renewal of this Agreement.

N. AMENDMENTS. This Agreement contains all the commitments and the agreements of the Parties and any oral or written commitments not contained herein shall not affect or alter any term or condition of this Agreement. This Agreement may be amended or modified in writing by the mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers the day and year written below.

SIGNED THIS the ____ day of _____, 202__.

City of Kerrville, Texas

County of Kerr, Texas

Judy Eychner, Mayor

Robert Kelly, County Judge

ATTEST:

Shelly McElhannon, City Secretary

ATTEST:

Jackie Dowdy, County Clerk

APPROVED AS TO FORM::

William L. Tatsch
William L. Tatsch, Asst. City Attorney

APPROVED AS TO FORM:

Heather Stebbins
Heather Stebbins, County Attorney



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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 24, 2022

SUBMITTED BY: Chief Chris McCall, Police Department

EXHIBITS: [*20221108_AgreementILA Kerr County -supplemental workstations.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? Yes

Key Priority Area F - Public Facilities and Services

Guiding Principle N/A

Action Item F1.1 - Update the City's facilities and space needs plan

SUMMARY STATEMENT:

This Interlocal agreement between the City of Kerrville and Kerr County, allows for increased public safety capacity to both the Kerrville Police Department and the Kerr County Sheriff's Department. The agreement allows for the addition of emergency back up dispatch workstations at both the Kerrville Police Department for the Kerr County Sheriff's Department, as well as at the Kerr County Sheriff's Department for the Kerrville Police Department's dispatch operations. This agreement also allows for the addition of two booking workstations and a printer for KPD Officers use inside the Kerr County Jail. To support this technology, as well as improve the electronic transfer of digital evidence to the Kerr County Evidence Media Server, a high-speed network connection will be installed between the Kerrville Police Department and the Kerr County Evidence Media Server.

RECOMMENDED ACTION:

Approve the Interlocal Agreement with the County of Kerr, Texas for supplemental workstations at the Kerr County Sheriff's Office and Kerrville Police Department.

INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF KERRVILLE,
TEXAS AND THE COUNTY OF KERR, TEXAS FOR LOCATING SUPPLEMENTAL
WORKSTATIONS IN THE KERR COUNTY SHERIFF'S OFFICE AND
KERRVILLE POLICE DEPARTMENT AND ESTABLISHING A HIGH-SPEED
NETWORK CONNECTION BETWEEN THE KERRVILLE POLICE
DEPARTMENT AND THE KERR COUNTY EVIDENCE MEDIA SERVER

This Agreement is made between the City of Kerrville, Texas (hereafter, "CITY") and the County of Kerr, Texas ("COUNTY"). The COUNTY wishes to place one (1) emergency backup dispatch workstation ("Kerr County Backup Workstation") in a secure location within the building housing the Kerrville Police Department. The CITY also wishes to place two (2) Kerrville Police Department booking workstations ("Kerrville Booking Workstations") in the "intox" room of the Kerr County Jail and one (1) emergency back-up Kerrville Police Department dispatch workstation ("Kerrville Backup Workstation") (collectively "Kerrville Workstations") in a secure location within the building housing the Kerr County Sheriff's Department. In addition, the CITY would like to establish a high-speed network connection between the Kerrville Police Department and the Kerr County Evidence Media Server in order to increase the speed and reliability of evidence transfer and storage. Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791, Texas Government Code, as amended, providing for the cooperation between local governmental bodies, the parties hereto in consideration of the mutual promises contained herein agree as follows:

- A. ENTITY. Each party is a local government within the State of Texas.
- B. PUBLIC BENEFIT AND PURPOSE. The respective governing body of each party finds that: (1) the subject of this Agreement is necessary for the benefit of the public; (2) each party has the legal authority to perform and to provide the governmental function or service that is the subject matter of this Agreement; (3) the division of cost fairly compensates the performing party for the services performed under this Agreement; and (4) the performance of this Agreement is in the common interest of both parties.
- C. VENUE. Each Party agrees that if legal action is brought under this Agreement, then exclusive venue shall lie in Kerr County, Texas.
- D. EFFECTIVE DATE AND TERM. This Agreement shall become effective on the first day after it has been signed by both governing bodies. This Agreement shall remain in full force and effect until it is affirmatively amended or rescinded in writing.

E. CONTACTS. The Parties designate the following individuals, and their subsequent replacements, as their respective points of contact:

<u>City of Kerrville</u>	<u>Kerr County</u>
Charvy Tork	Bruce Motheral
Dir. of Information Technology	Dir. of Information Technology
219 Clay Street	400 Clearwater Paseo
Kerrville, Texas 78028	Kerrville, Texas 78028
(830) 258-1290	(830) 896-9001

F. DEFINITIONS

1. “CJI” shall mean criminal justice information, including, but not limited to, criminal history record information; motor vehicle and driver registration information; wanted, missing, and other person information; wanted and stolen property information; and other information used by criminal justice agencies to perform their missions.
2. “CJIS” shall mean the Federal Bureau of Investigation’s Criminal Justice Information Services Division, being the repository for criminal justice information services in the Federal Bureau of Investigation – the National Crime Information Center (NCIC) and the Interstate Identification Index (III) are systems managed by CJIS and are included in this definition.

G. INSTALLATION OF KERR COUNTY BACKUP WORKSTATION

1. RESPONSIBILITIES OF THE CITY. The CITY shall do the following:
 - a. CITY shall allow for space in a “physically secure location,” as defined by Section 9.5.1 of the Criminal Justice Information Services Security Policy, Version 5.9 (6/1/2020) and any amendments thereto, to house the Kerr County Backup Workstation in the building housing the Kerrville Police Department (hereinafter “the KPD Space”).
 - b. CITY shall ensure the KPD Space is sufficiently large to house one (1) Backup Workstation within the Kerrville Police Department.
 - c. CITY shall ensure the KPD Space includes direct access to sufficient power sources to operate the Kerr County Backup Workstation. Direct Access shall mean the Kerr County Backup Workstation is within four (4) feet of an appropriate power source.
 - d. CITY shall allow the COUNTY to approve the Space to ensure the KPD Space is accessible to necessary network infrastructure for the Kerr County Backup Workstation.

- e. CITY shall provide COUNTY with access to the KPD Space to conduct routine maintenance to the network connected to the Kerr County Backup Workstation.
- f. CITY shall ensure that the individuals who have access to the KPD Space have received CJIS training.

2. RESPONSIBILITIES OF THE COUNTY. The COUNTY shall do the following:

- a. COUNTY shall be responsible for all costs associated with installing any networking infrastructure necessary to connect the Kerr County Backup Workstation to the COUNTY's network. CITY has the right to approve the location where the COUNTY proposes to install networking infrastructure within the CITY's building; however, CITY cannot withhold approval without a valid, technological reason for the proposed placement of the networking infrastructure.
- b. COUNTY shall not be responsible for any expenses or costs associated with the KPD Space, except for the cost to install networking technology and hardware for the Kerr County Backup Workstation.
- c. COUNTY shall be responsible for transporting, moving, assembling, disassembling, connecting, and disconnecting the Kerr County Backup Workstation.
- d. COUNTY will ensure that the network infrastructure it installs in the KPD Space will not interfere with the CITY's technology and network systems.
- e. COUNTY will ensure that the network infrastructure it installs in the KPD Space will be free floating and not permanently attached to the CITY's building and will not otherwise damage the CITY's building.
- f. COUNTY will only send individuals who have received CJIS training to the KPD Space to work at or service the Kerr County Backup Workstation and the network infrastructure.
- g. COUNTY shall be responsible for maintaining the Kerr County Backup Workstation and any networking infrastructure in the KPD Space in such a manner that it does not present any hazard or threat to the CITY or its employees.
- h. COUNTY shall be solely responsible for maintaining the confidentiality of CJI revealed through the use of the Kerr County Backup Workstation when its employees are using the Kerr County Backup Workstation.
- i. COUNTY shall be responsible for removing the Kerr County Backup Workstation and any networking infrastructure upon the termination of this Agreement.

H. INSTALLATION OF KERRVILLE WORKSTATIONS

1. RESPONSIBILITIES OF THE COUNTY. The COUNTY shall do the following:
 - a. COUNTY shall allow for space in a “physically secure location,” as defined by Section 9.5.1 of the Criminal Justice Information Services Security Policy, Version 5.9 (6/1/2020) and any amendments thereto, to house the CITY’s two (2) Booking Workstations in the “intox” room at the Kerr County Jail (hereinafter “the Intox Space”) and one (1) Backup Workstation (hereinafter “the Reserve Space”) (collectively referred to herein as “the Jail Spaces”).
 - b. COUNTY shall ensure the Reserve Space is sufficiently large to house one (1) Backup Workstation within the Kerr County Sheriff’s Department.
 - c. COUNTY shall ensure the Intox Space is sufficiently large to house two (2) Booking Workstations consisting of computers, monitors and printers within the Intox Room at the Kerr County Jail.
 - d. COUNTY shall ensure the Jail Spaces include direct access to sufficient power sources to operate the Kerrville Workstations. Direct Access shall mean the Kerrville Workstations are within four (4) feet of an appropriate power source.
 - e. COUNTY shall allow the CITY to approve the Jail Spaces to ensure the Jail Spaces are accessible to necessary network infrastructure for the Kerrville Workstations.
 - f. COUNTY shall provide CITY with access to the Jail Spaces to conduct routine maintenance to the network connected to the Kerrville Workstations.
 - g. COUNTY shall ensure that the individuals who have access to the Jail Spaces have received CJIS training.
2. RESPONSIBILITIES OF THE CITY. The CITY shall do the following:
 - a. CITY shall be responsible for all costs associated with installing any networking infrastructure necessary to connect the Kerrville Workstations to the CITY’s network. COUNTY has the right to approve the locations where the CITY proposes to install networking infrastructure within the COUNTY’s building; however, COUNTY cannot withhold approval without a valid, technological reason for the proposed placement of the networking infrastructure.
 - b. CITY shall not be responsible for any expenses or costs associated with the Jail Spaces, except for the cost to install networking technology and hardware for the Kerrville Workstations.

- c. CITY shall be responsible for transporting, moving, assembling, disassembling, connecting, and disconnecting the Kerrville Workstations.
- d. CITY will ensure that the network infrastructure it installs in the Jail Spaces will not interfere with the COUNTY's technology and network systems.
- e. CITY will ensure that the network infrastructure it installs in the Jail Spaces will be free floating and not permanently attached to the COUNTY's building and will not otherwise damage the COUNTY's building.
- f. CITY will only send individuals who have received CJIS training to the Jail Spaces to work at or service the Kerrville Workstations and the network infrastructure.
- g. CITY shall be responsible for maintaining the Kerrville Workstations and any networking infrastructure in the Jail Spaces in such a manner that it does not present any hazard or threat to the COUNTY or its employees.
- h. CITY shall be solely responsible for maintaining the confidentiality of CJIS information revealed through the use of the Kerrville Workstations when its employees are using the Kerrville Workstations.
- i. CITY shall be responsible for removing any Kerrville Workstations and any networking infrastructure upon the termination of this Agreement.

I. INSTALLATION OF HIGH-SPEED NETWORK CONNECTION

In order to increase the bandwidth and stabilize the connection to support the City's transfer of evidence to the Kerr County Evidence Media Server for use by the County and District Attorneys, the City is agreeable to installing, at its own expense, a secure network connection between the Kerrville Police Department and the Kerr County Evidence Media Server. The high speed internet location will be installed in County's main distribution frame (MDF) or intermediate distribution frame (IDF) (as agreed upon by the City Director of Information Technology and County Director of Information Technology) to provide connectivity to the Kerr County Evidence Media Server.

1. **RESPONSIBILITY OF THE COUNTY.** The COUNTY shall do the following:
 - a. COUNTY shall allow for a nine (9) square foot (3 feet x 3 feet) area of wall space in a secure area of the Kerr County building housing the Kerr County Evidence Media Servers on which CITY can install networking equipment.
 - b. COUNTY shall provide CITY with access to the Kerr County Evidence Media Server.

- c. COUNTY shall make the secure area where CITY's networking equipment is installed available to CITY upon reasonable request so CITY may, without limitation, maintain, repair, replace, upgrade, and/or troubleshoot its networking equipment.
- d. COUNTY shall ensure that all personnel receiving data from the City via the high-speed network connection are in CJIS compliance at all times.

2. RESPONSIBILITY OF THE CITY. The CITY shall do the following:

- a. CITY shall provide and maintain network services with an internet service provider for the high speed internet connection between the Kerrville Police Department and the Kerr County Evidence Media Server.
- b. CITY shall provide and install any necessary networking equipment such as, but not limited to, router(s), switches, and cabling.
- c. CITY shall remove the networking equipment upon the termination of this Agreement.
- d. CITY shall ensure that all personnel utilizing the high-speed network connection to transfer evidence to the Kerr County Evidence Media Server are in CJIS compliance at all times.
- e. CITY shall encrypt all data it transmits to the Kerr County Evidence Media Server as required by CJIS.

J. TERMINATION. COUNTY or CITY may, at each party's sole option, terminate this Agreement in whole or in part at any time upon thirty (30) days written notice to the nonterminating party. Upon notice of termination, the terminating party shall have sixty (60) days to remove its respective Workstations, the high-speed network connection, and/or any of its equipment, including computers and networking infrastructure that is subject to the notice of termination.

K. HOLD HARMLESS.

CITY AGREES TO HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND ARISING OUT OF OR INVOLVING ANY NEGLIGENCE ON THE PART OF THE COUNTY OR ANOTHER ENTITY OVER WHICH COUNTY EXERCISES CONTROL IN THE EXERCISE OF THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW.

COUNTY AGREES TO HOLD THE CITY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND ARISING OUT OF OR INVOLVING ANY NEGLIGENCE ON THE PART OF THE CITY OR ANOTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL IN THE EXERCISE OF THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW.

L. **SEVERANCE AND SURVIVAL.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The hold harmless provisions shall survive termination, cancellation, expiration or non-renewal of this Agreement.

M. **AMENDMENTS.** This Agreement contains all the commitments and the agreements of the Parties and any oral or written commitments not contained herein shall not affect or alter any term or condition of this Agreement. This Agreement may be amended or modified in writing by the mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers the day and year written below.

SIGNED THIS the ____ day of _____, 202__.

City of Kerrville, Texas

County of Kerr, Texas

Judy Eychner, Mayor

Robert Kelly, County Judge

ATTEST:

ATTEST:

Shelly McElhannon, City Secretary

Jackie Dowdy, County Clerk

APPROVED AS TO FORM:

William L. Tatsch
William L. Tatsch, Asst. City Attorney

APPROVED AS TO FORM:

Heather Stebbins
Heather Stebbins, County Attorney

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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 28, 2022

SUBMITTED BY: Chief Eric Maloney, Fire Department

EXHIBITS: [*20221108_Agreement HMAP- City_of_Kerrville.pdf*](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$3,800	0	0	01-0190-3190

PAYMENT TO BE MADE TO: Kerr County

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Chapter 418 of the Texas Government Code (The Texas Disaster Act of 1975), and Title 37, Part 1, Chapter 7 of the Texas Administrative Code, requires jurisdictions to develop Emergency Operations Plans. These plans consist of a basic plan and 22 functional annexes renewed every 5 years. Our Hazard Mitigation Plan is one of the functional annexes of our emergency operations plan. The current local Hazard Mitigation Plan expires on December 10, 2023.

The City participated in an ILA with Kerr County to develop the initial Local Hazard Mitigation Plan in 2016. Kerr County has solicited GrantWorks to update our comprehensive local hazard mitigation plan at a cost of \$152,000, and is seeking our participation. The FEMA provides cost sharing at 75/25 of \$152,000 for the development of the Hazard Mitigation Plan. FEMA's 75% portion is \$114,000, leaving a balance of \$38,000 equally shared between 10 participating agencies. The City's share of the grant match is \$3,800.

Participation in the plan enables the City to apply for future grant opportunities for eligible mitigation projects. There sixteen (16) project areas designated for hazard mitigation grant funding to include; Floods, Hurricanes/Tropical Storms, Wildfire, Tornado, Drought, Coastal Erosion, Dam/Levee Failure, Earthquakes, Expansive Soils, Extreme heat, Hailstorm, Land Subsidence, Severe Winter Storms, Windstorms, Lightening, and Tsunami.

RECOMMENDED ACTION:

Authorize the Mayor to execute the Interlocal Agreement between the City of Kerrville and Kerr County for the participation in the Local Hazard Mitigation Plan for Kerr County.

Court Order # 39599

THE STATE OF TEXAS §

INTERGOVERNMENTAL AGREEMENT
Pursuant to the Interlocal Cooperation Act
Texas Government Code, Chapter 791

KERR COUNTY §

This AGREEMENT is made between KERR COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners Court, and the CITY OF KERRVILLE, TEXAS, hereinafter referred to as the PARTICIPANT, acting through its City Council, as authorized by Texas Government Code Chapter 791 which authorizes local governments to enter into contracts for governmental functions and services to increase efficiency and effectiveness.

The COUNTY is applying for FEMA grant funds, hereinafter referred to as the GRANT, administered by the Texas Department of Emergency Management (TDEM). The GRANT will be used to create a countywide Hazard Mitigation Action Plan, hereinafter referred to as the PLAN. The approved Hazard Mitigation Action Plan will be effective for five (5) years and will include the COUNTY, PARTICIPANT, and other participants. The term of this Agreement shall be from the date of the PARTICIPANT'S execution of this Agreement until the GRANT is administratively closed by TDEM. Either party may terminate this Agreement with thirty (30) days written notice to the other party, except such early termination shall not relieve the PARTICIPANT from the local matching funds commitment and payment terms addressed below.

Parties agree that the COUNTY shall:

1. Serve as the primary participant and contact in all matters pertaining to the GRANT and the conduit for communication between itself, the PARTICIPANT, and TDEM.
2. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
3. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to TDEM upon its request.
4. Ensure that the PARTICIPANT shall not be responsible for any GRANT-related costs other than those outlined herein without the PARTICIPANT's written approval.
5. Provide a draft of the PLAN for review and comment by PARTICIPANT during the planning process and prior to COUNTY submittal of the PLAN to TDEM.

Parties agree that the PARTICIPANT shall:

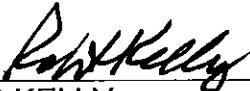
1. Be an additional participant in the PLAN.
2. Cooperate in a timely manner with COUNTY requests to provide information needed to fulfill the COUNTY'S obligations under the GRANT and to complete the PLAN.
3. Designate the Fire Chief or designee(s) to participate in the development of the PLAN and to update the PARTICIPANT of progress.

4. Provide \$3,800 in local matching funds to the COUNTY within sixty (60) days of such request by the COUNTY, to be used toward the GRANT.

This Agreement constitutes the entire Agreement between the parties with regard to the GRANT and may not be modified except as agreed by the parties in writing. The parties further agree that any GRANT funds provided to the COUNTY are without warranty of any kind to the PARTICIPANT or any third party, and that to the extent allowed by law the PARTICIPANT shall hold harmless the COUNTY, its officers, agents, and employees from any and all loss, damage, cost demands, or causes of action of any nature or kind for loss or damage to property, or for injury or death of any person, arising in any manner from the performance of the GRANT. Nothing herein shall be construed to create any rights in third parties.

EXECUTED BY:

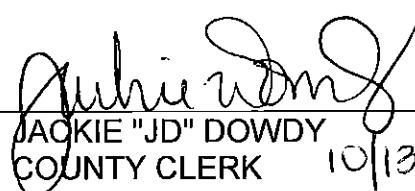
KERR COUNTY, TEXAS



ROB KELLY
COUNTY JUDGE

10/11/22
DATE

ATTEST:



JACKIE "JD" DOWDY
COUNTY CLERK 10/13/2022

CITY OF KERRVILLE

JUDY EYCHNER
MAYOR, CITY OF KERRVILLE

DATE

ATTEST:

SHELLEY MCELHANNON
CITY CLERK





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

SUBJECT: Medical Director Agreement for the City of Kerrville Fire Department, Emergency Medical Services.

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 28, 2022

SUBMITTED BY: Chief Eric Maloney, Fire Department

EXHIBITS: [*20221108_Agreement_Medical Director thru 11-30-27 KFD.pdf*](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
42,000	52,940	52,940	01-0121-3135

PAYMENT TO BE MADE TO: The University of Texas Health Science Center

Kerrville 2050 Item? Yes

Key Priority Area F - Public Facilities and Services

Guiding Principle N/A

Action Item F2.1 - Devote the necessary resources (funding, equipment) to ensure quality fire, police and EMS services

SUMMARY STATEMENT:

Dr. Steven Nail has served as the EMS Medical Director since 2001 and recently submitted his resignation. He is currently serving as the EMS Medical Director.

The University of Texas Health Science Center (UTHSC) has partnered with the Kerrville Fire Department for over a decade to provide paramedic certification training for our firefighters and serves as our Training Center for our American Heart Association instructors to teach the members of the department. The UTHSC also provides EMS Medical Direction for the San Antonio Fire Department, Bandera EMS, Converse FD, and multiple other EMS and First Responder Organizations.

The UTHSC will provide Medical Direction for the Kerrville Fire Department EMS, Kerrville Fire Department Special Operations Unit Tactical Paramedics, Kerrville Police Department Emergency Medical Dispatching, and the Kerr County First Responders. The 5-year agreement is effective December 1, 2022 through November 30, 2027.

The UTHSC has assigned Dr. Stephen Harper as the primary EMS Medical Director for the Kerrville Fire Department.

The full agreement is available for viewing in the City Secretary Office.

RECOMMENDED ACTION:

Authorize the City Manager to execute the City's Medical Director Agreement with the University of Texas Health Science Center for the statement of work provided to the Kerrville Fire Department EMS.

STATEMENT OF WORK
FOR
EMS Medical Direction
Between The
University of Texas Health Science Center at San Antonio
In Support of
The City of Kerrville Fire Department

1. SCOPE

This Statement of Work (SOW) defines the medical control and training effort to be performed by The University of Texas Health Science Center at San Antonio, through its Department of Emergency Health Services, an agency of the State of Texas and an institution of higher education through the University of Texas System ("UT System"), collectively referred to as the CENTER; for the City of Kerrville, Texas, a Texas home-rule city, through its Fire Department and including its emergency medical services and the City's Police Department, collectively referred to herein as "KFD". This SOW of work is entered into in part by the authority found within Chapter 791 of the Texas Government Code ("Interlocal Cooperation Contracts").

1.1 Overall Service Description

Work to be performed hereunder by the CENTER shall consist of it providing a Medical Director (the "Director") and providing a Quality Assurance and Performance Improvement Program to KFD. Specifically, such services, in accordance with state law, shall consist of immediate and concurrent clinical direction either on-scene or via electronic communication from a physician licensed by the Texas Medical Board (such services to be collectively referred to herein as "Medical Direction") and employed by CENTER, and which are more specifically defined in Section 3.

1.2 Period of Performance

The period of performance for this Agreement is five (5) years, beginning December 1, 2022 through November 30, 2027. Either party may terminate this Agreement by complying with the termination provisions provided herein.

2. APPLICABLE DOCUMENTS

The title and exact issue of the documents indicated below are a requirement of this SOW to the extent invoked by specific reference in other paragraphs of this SOW. When so referenced, full titles, revision letters, and dates of issue have been omitted for brevity and the reference shall be understood to be the specific issue identified in this paragraph.

Referenced Documents

Document Number	Rev	Date	Title
Title 25, Part 1, Chapter 157			Texas Administrative Code, Department of State Health Services, Emergency Medical Care
Title 22, Part 9, Chapter 197			Texas Administrative Code, Texas Medical Board Rules, Emergency Medical Service

3. CENTER RESPONSIBILITIES

The CENTER shall provide the qualified personnel necessary to serve as the Medical Director and to perform the Medical Direction tasks specified herein, including the appropriate management activities to ensure timely and economical execution of the CENTER's defined responsibilities in accordance with state law and for the benefit of KFD.

3.1 Off-line Physician Medical Direction

The CENTER shall provide physician medical direction for the KFD. The physician designate by the CENTER to act in this manner as the KFD's Medical Director has ultimate authority over medical care issues in accordance with the Texas Administrative Code Title 22, Part 9, Chapter 197. KFD's Fire Chief or designee(s) ("Chief") possess ultimate authority for direction and decisions of KFD related to Medical Direction. The CENTER, through the Medical Director, shall perform the following services for KFD:

1. Be responsible for clinical oversight via phone, radio, email, or video conferencing of KFD.
2. Develop and monitor medically correct guidelines that permit specified ALS (Advanced Life Support) and BLS (Basic Life Support) procedures.
3. Develop, implement, and revise policies and procedures of pre-hospital care, patient triage, dispatch, communications, education development, and training.
4. Approve continuing education as it pertains to the delivery and practice of EMS care.
5. Perform continuing education, peer review, and other related matters a minimum of eight (8) hours every quarter.
6. Provide clinical supervision via phone, radio, email, or video conferencing to KFD.
7. Maintain effective communication with KFD, City or Kerr County government, medical community, media, and the public as deemed appropriate by the Chief.
8. Serve as a patient advocate and an advocate for KFD.
9. Facilitate the credentialing of KFD personnel.
10. Conduct reasonable measures, through training, education, and other reasonable measures as determined by the Medical Director. Further, bring identified medical care deficiencies, if any, to acceptable levels, considering KFD's operational policies and budget constraints.
11. Establish written guidelines for conducting medical reviews, chart audits, and field evaluations.
12. Process, mediate, and attempt to resolve any medical complaint or inquiry originating from any element of the medical community in a timely fashion and report such actions to KFD immediately upon receipt of complaint.
13. Respond to, mediate, and resolve any concerns or complaints of any member of the medical community and/or involving EMTs or medical related issues which are forwarded by KFD to the Medical Director in a timely manner. Review all patient care procedures, protocols, standard operating procedures, and policies to ensure compliance with all applicable Texas Department of State Health Services ("TDSHS") statutes, administrative rules and departmental policies promulgated by TDSHS.

14. Ensure KFD emergency medical personnel are trained in the use of the local trauma triage processes.
15. Develop and revise, when necessary, Alert Protocols, *i.e.*, Heart Alert, Stroke Alert, etc.
16. Review and reasonably update, as necessary, KFD's Emergency Disaster Plan, Medical section. If updated will need to provide to KFD, for its consent, which shall not be unreasonably withheld.
17. Assist in the development of EMS mass casualty and disaster services planning and exercising.
18. Provide field response via telephone or radio support, as needed, during multiple casualty or disaster incidents at the request of KFD's Incident Commander.
19. Develop and implement a patient-care quality assurance system to assess the medical performance of KFD personnel by use of a quality assurance program including, but not limited to, a prompt review of run reports and skills performance data, compliance with medical protocols, and direct observation when possible.
20. Develop and maintain a system to review and evaluate new medications, equipment, and treatment modalities for potential implementation and review for possible elimination of medications, equipment, and treatment modalities that no longer provide effective and efficient care and treatment for emergency patients.
21. Discuss with the Chief on a regular basis, which shall be no less than once a month, to keep him/her apprised of any changes or issues affecting the KFD and its first responder program and suggest program improvements.
22. Review patient care reports and apply analytic procedures to ensure appropriate documentation of patient care is being accomplished. Evaluate patient care reports to evaluate the effectiveness of the patient care that is provided by KFD and make recommendations for improvement.
23. In instances where it is found that KFD personnel was incorrect in his/her treatment of a patient, the Medical Director or designee may require the EMT to complete retraining on the EMS Medical Protocols. In severe cases, the Medical Director or designee may suspend the EMT's medical authorization. This would be a joint decision of the Medical Director and Fire Chief.
24. Ensure and certify KFD's program security procedures for medications, fluids, and controlled substances are in compliance with local, State, and Federal law. Create, authorize, and ensure adherence to detailed written operating procedures regarding all aspects of handling medications, fluids, and controlled substances by KFD.
25. Provide authorizations and oversight for purchase of pharmaceuticals and equipment requiring prescription.
26. Evaluate and recommend medical equipment and supply standards.
27. Participate in local, regional, state, and national committees, and other standing or newly established committees that require appropriate CENTER and/or KFD representation.
28. Remain in clinical practice in emergency medicine during the term of this Agreement and any extensions thereof.
29. Perform other duties as required by law, rule, policy or other requirements as deemed appropriate by the Chief.

3.2 On-line Medical Direction Services

The CENTER shall, through the Chief, provide, coordinate, and delegate online Medical Direction to KFD on a twenty-four (24) hour basis, seven (7) days a week and respond within a reasonable amount of time to calls from the KFD via the following methods:

- 1) KFD Medical Director designated as Online Medical Direction.

4. KFD RESPONSIBILITIES

4.1 Physician Medical Direction

KFD shall:

1. Provide Medical Direction channels and radios, mobile phones, or mobile phone apps for use by the CENTER's online Medical Directors as determined by KFD.
2. Notify the CENTER of any CENTER personnel failing to meet the duties and responsibilities as described in this SOW.
3. Provide access and technical support to the KFD's patient care charts and database for CENTER to obtain information to enable performance improvement activities.
4. Provide the CENTER access using CENTER computers to KFD's data and information regarding patient care and run data.
5. Provide statistical reports as appropriate to the CENTER with inclusion of the following information: patient distribution analysis by hospital, by unit, by time of day, by municipality served, by incident and by medical complaint.
6. Notify the CENTER as soon as possible regarding any Department of State Health Services ("DSHS") inquiries or audits regarding KFD's provisions of medical care and delivery.
7. Notify the CENTER as soon as possible regarding any DSHS reportable incidents pertaining to KFD's medical personnel certification/licensure.
8. Notify Medical Director of any KFD personnel who have been arrested, charged with, or indicted by law enforcement as defined and described in the *City of Kerrville Personnel Policy and Procedures Manual* which KFD has provided to all emergency medical personnel at KFD.

5. LIAISON

Close liaison between the CENTER and KFD shall be necessary to ensure on-time completion of all services as described in this SOW. The CENTER shall designate the Department of Emergency Health Science Chair as the primary point of contact. The KFD shall designate its Chief. The Chief shall direct all non-medical outside inquiries, issues, and complaints concerning Medical Direction to the Medical Director.

6. TERMS AND GENERAL PROVISIONS

1. The CENTER understands that the funds provided it pursuant to this Agreement are funds which have been made available by the KFD, pursuant to its budget as adopted by the City Council for the City of Kerrville, Texas, and that it will, therefore, comply with all rules, regulations, policies, and procedures applicable to these funds as directed by KFD.
2. The CENTER shall provide ethical, professional, timely, responsible, and prudent services in connection with this Agreement, and recognizes that KFD is using public funds in consideration of the best interest of the citizens in KFD's response area and the laws of the State of Texas.
3. The CENTER agrees to consult with KFD prior to writing all research and grant proposals which involve KFD personnel. Any research protocol implemented will be in accordance with the CENTER's Institutional Review Board (IRB) process.
4. The CENTER shall employ all the necessary personnel needed to implement this Agreement, unless otherwise specified in this Agreement.
5. The CENTER adheres to all UT System, state, and federal guidelines where applicable, in regards to accounting, equipment procurement, office space leasing, travel requests and reports, and employment. All records of invoices, purchases, travel, position vacancies, faculty and staff

salary/benefits, recruitment and retention, and lease agreements, pertaining to this Agreement, are subject to review by KFD requests or audits.

6. The parties acknowledge that both the CENTER and the City of Kerrville, TX are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, §§101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury, or death.
7. The Parties acknowledge that CENTER is an agency of the State of Texas and under the Constitution and laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and the laws of the State of Texas. Notwithstanding any provision of this Agreement, nothing in this Agreement is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the State of Texas or a prospective waiver of restriction of any of the rights, remedies, claims, and privilege of the State of Texas. Notwithstanding the generality or specificity of any provision of this Agreement (including, without limitation, any provision pertaining to indemnification, a cap on liability, a limitation of damages, or a waiver or limitation of rights, remedies, representation or warranties), the provisions of this Agreement, as those provisions pertain to CENTER, are enforceable only to the extent authorized by the Constitution and laws of the State of Texas. CENTER will not be required to perform or refrain from performing any act that would violate the laws or the Constitution of the State of Texas. In compliance with all applicable federal, state, and local, laws, regulations, codes, ordinances, and orders and with those of any other body or authority having jurisdiction, all goods delivered or services provided pursuant to this Agreement will conform to standards established for such goods and services by any applicable federal, state, or local laws, regulations, codes, ordinances, and orders.
8. Either party may cancel and terminate all or parts of this Agreement by giving no less than ninety (90) days written notice of its intent to terminate to the other party. Any payment due and payable during said ninety (90) day notification period shall be made on a pro-rata basis, reflecting the amount due for the period ending at termination of this Agreement.
9. KFD will maintain General Liability insurance greater than or equal to \$1,000,000 with an Annual Aggregate amount greater than or equal to \$2,000,000.
10. KFD will maintain Errors & Omissions Liability insurance greater than or equal to \$1,000,000 with an Annual Aggregate amount greater than or equal to \$2,000,000.

7. PAYMENT

1. In consideration for the Medical Direction provided pursuant to the terms of this Agreement, KFD agrees to pay the CENTER \$42,000.00 in accordance with the provisions of this section. This payment is an annual payment which thereafter shall automatically increase by 2.5% per year. KFD, pursuant to §791.011, Tx. Gov't Code, affirms that it will make all payments from its current revenues.
2. The CENTER shall provide quarterly invoices to KFD in the amount of \$10,500.00 for payment thirty (30) days prior to payment due date. Thereafter, KFD shall pay the CENTER via a check made payable to The University of Texas Health Science Center and mailed to the Department of Emergency Health Sciences, 4522 Fredericksburg Rd, Suite A101, San Antonio, Texas 78201.
- C. In addition, to the annual pay, KFD shall reimburse the CENTER for its costs where the Medical Director is required to travel to and thereafter perform work within the City of Kerrville, such that KFD will reimburse the CENTER for its reasonable expenses related thereto. The CENTER shall seek approval from KFD prior to engaging in such work and thereafter submit invoices and receipts

for its expenses related thereto as a request for repayment from KFD. Such amount from KFD shall be limited to \$5,000.00 annually.

8. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice, or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

KFD
City Manager
City Hall, 701 Main Street
Kerrville, TX 78028

With copy to:
Fire Chief, Kerrville Fire Department
City Hall, 701 Main Street
Kerrville, TX 78028

CENTER
The University of Texas Health Science Center at San Antonio
Dept of Emergency Health Sciences, Department Chair
4522 Fredericksburg RD. Ste. A101
San Antonio, Texas 78201

9. HIPAA COMPLIANCE

1. The CENTER shall maintain the confidentiality of all medical, dental, prescription, and other patient-identifiable health information ("Patient Health Information") in accordance with all applicable federal and state laws and regulations, including the electronic transmissions standards, the Privacy Rule and the Security Rule of the Health Insurance Portability and Accessibility Act of 1996 ("HIPAA"), as may be amended from time to time.
2. The parties acknowledge that they are "Business Associates" as defined in 45 CFR 160.103 (HIPAA). The parties shall comply with the terms of the HIPPA Business Associate Agreement executed by them, said agreement which is attached hereto.

10. RECORDS RETENTION

1. The CENTER shall properly, accurately, and completely maintain all documents, papers, and records, and other evidence pertaining to the services it renders hereunder and shall make such materials available to KFD at all reasonable times and as often as KFD may deem necessary during the Agreement period, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by KFD and any of its authorized representatives.

2. The CENTER shall retain any and all of the aforementioned materials produced as a result of services provided hereunder for a period of at least four years from the date of termination of this Agreement, unless required otherwise by law or court order. If at the end of the aforementioned retention period, there is litigation or other questions arising from, involving, or concerning this documentation or the services provided hereunder, the CENTER shall retain the records until the resolution of such litigation or other such questions. The CENTER acknowledges and agrees that the KFD shall have access to any and all such documents at any and all times, as deemed necessary by KFD, during said retention period. KFD may, at its election and if permitted by law or court order, require the CENTER to provide said materials to KFD prior to or at the conclusion of said retention period.
3. The CENTER is not the maintainer of medical records/ electronic healthcare records or ambulance run records. These documents are to be maintained and stored by KFD.

11. INDEPENDENT CONTRACTOR

1. It is expressly understood and agreed by both parties hereto that KFD is contracting with the CENTER as an independent contractor. The parties hereto understand and agree that KFD shall not be liable for any claims that may be asserted by any third party occurring in connection with services performed by CENTER under this Agreement.
2. The parties hereto further acknowledge and agree that neither party has authority to bind the other or to hold out to third parties that it has the authority to bind the other.
3. To the extent authorized by the Constitution and laws of the State of Texas, the parties mutually agree to defend, indemnify, and hold harmless the other party, its appointed officials, employees, volunteers, and others working on behalf of the other party against any and all claims, demands, suits, or loss, including all costs, expenses, and attorney fees connected therewith, and for any damages which may be asserted, claimed, or recovered against or from a party, by reason of negligence, gross negligence, personal injury, including bodily injury or death and/or property damage, including loss or use thereof, which arises out of, or is in any way connected or associated with this Agreement and the service provided hereunder by party.

12. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including but not limited to the ordinances of KFD, then and in that event it is the intention of the parties hereto that such invalidity, illegality, or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

13. LICENSES AND CERTIFICATIONS

The CENTER warrants and certifies that the CENTER and any other person designated to provide services hereunder has the requisite training, license, and/or certification to provide said

services and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

14. COMPLIANCE

The CENTER shall provide and perform all services required under this Agreement in compliance with all applicable federal, state, and local laws, rules and regulations.

15. NON-WAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either party of a breach of any of the terms, conditions, covenants, or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant, or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification, or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of KFD, such changes must be approved by KFD, unless otherwise stated herein. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

16. LAW APPLICABLE

- I. **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.**
- II. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas, unless otherwise mandated by law or court order.

17. LEGAL AUTHORITY

1. The signer of this Agreement for the CENTER represents, warrants, assures, and guarantees that they have full legal authority to execute this Agreement on behalf of the CENTER and to bind the CENTER to all of the terms, conditions, provisions, and obligations herein contained.

18. PARTIES BOUND

1. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

19. CAPTIONS

1. The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and/or conditions of this Agreement.

20. INCORPORATION OF EXHIBITS

1. Each of the exhibits attached to this Agreement is an essential part of this Agreement, which governs the rights and duties of the parties, and is hereby incorporated herein for all purposes.

21. CONFLICT OF INTEREST

1. There are no defined or perceived conflicts of interest.

22. AMENDMENTS

1. Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be affected by amendment, in writing, and executed by both KFD and the CENTER.

23. INVOICING REQUIREMENTS

1. The CENTER shall send invoice by electronic mail or paper mail to the following addresses at least thirty (30) days prior to billing due date:

Mail:

KFD
City Hall, 701 Main Street
Kerrville, TX 78028

Email:

KFD

24. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire Agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter or this Agreement shall be deemed to exist or to bind the parties hereto, unless same is in writing, dated subsequent to the date hereto, and duly executed by

AGREED TO AND EXECUTED in duplicate as of the dates indicated below.

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT SAN ANTONIO

City of Kerrville, Texas

Ginny Gomez-Leon

Ginny Gomez-Leon (Oct 12, 2022 08:28 CDT)

Ginny Gomez-Leon
Vice President & CFO

Oct 12, 2022

, Mayor

Date:

Date:

APPROVED AS TO FORM



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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 28, 2022

SUBMITTED BY: Kyle Burow, Engineering

EXHIBITS: [*20221108_PSA Scope of Service 6S Eng -2023 Street Maintenance.pdf*](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$95,750.00	\$1,830,236.43	\$2,155,000.00	01-0161-2420

PAYMENT TO BE MADE TO: 6S Engineering, Inc.

Kerrville 2050 Item? Yes

Key Priority Area M - Mobility / Transportation

Guiding Principle N/A

Action Item M4.2 - Continue implementing the plan for street repairs, including a timeline and funding, based on the road conditions data collection and evaluation completed in 2016

SUMMARY STATEMENT:

As part of the adopted FY2019 budget, 6S Engineering, Inc. was hired to update the Pavement Master Plan and reassess the current street conditions and maintenance practices. The 6S Engineering, Inc. team evaluated the current street condition assessment gathered for each street segment to analyze the deterioration estimates based on the effectiveness of the current street repair methods and degradation of street segments compared to the initial 2015 report, combined multiple street segments to minimize construction costs, and reevaluated the prioritization of streets. The reprioritization of all streets were analyzed based on PCI, Ride Condition Index (RCI), and Roadway Classification (i.e. Collector, Residential). Upon completion of the analysis, 6S Engineering, Inc. developed a 10-year maintenance plan to assist with future budgeting and maintenance methods adopted by City Council. The 2019 maintenance plan has been completed through the third year of street maintenance following the 2022 paving season. To continue the progression of street maintenance, staff met with 6S Engineering, Inc. to discuss project scope to develop construction plans and specifications for the upcoming 2023 street maintenance projects. The scope of this project is to prepare bid documents for crack seal, base repair patching, and slurry seal on the roads identified for the Year 4 crack seal and slurry seal maintenance methods identified in the 2019 Pavement Management Plan. This

will include near-term level up and asphalt repairs followed by crack seal in the Spring for streets identified as receiving crack seal and slurry seal maintenance. Streets identified for slurry seal maintenance will receive the slurry seal maintenance in the Fall for completion of street maintenance.

The full Professional Service Agreement is available for viewing in the City Secretary Office.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute the professional services agreement.



November 2, 2022

City of Kerrville
701 Main Street
Kerrville, Texas 78028

Attn: Mr. Kyle Burow, P.E., Director of Engineering

Regarding: *FY 2023 Street Maintenance*
 6S Project No. 2022-004-06

Dear Mr. Burow:

6S Engineering, Inc. is pleased to provide you this proposal to perform professional engineering services for the City of Kerrville ("City"). The project is defined as the development of roadway layouts for the location of base repairs with a surface treatment, quantities and limits for slurry seal projects and crack seal project as deemed necessary by the City Engineer. It is anticipated the city expenditure for construction to be approximately \$1,135,000.

PROJECT DESCRIPTION:

The exact roadway sections to be completed for each type of maintenance repair method are unknown but are generally listed in the Year 4 report as well as a couple that may be added by the City Engineer. 6S anticipates that no more than 35-40 streets will be included in the base repair contract. The slurry seal and crack seal streets are also unknown for quantity but will be included as the city deems necessary. The scope is identified below with the general engineering fee as lump sum based on less than 10% of the construction cost estimated at this time. The cost breakdown has then been divided by the tasks and the level of effort to complete each task.

SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

6S will provide design engineering services for the project described above. The scope of work to complete the design includes the following:

- A. Project Start-up- A 6S manager will meet with the City as a preliminary kickoff meeting and visit the site. This segment of the project includes initial budgeting and setup for the project.
- B. Project Geotechnical (Additional Service)- Geotechnical services are excluded for this project.
- C. Project Survey (Additional Service)- 6S will not use survey services for this contract. Reference locations will be measured from at least two power poles per street segment. Fire hydrants or other fixed objects may be used to locate the reference centerline from the plans.
- D. Field Investigation- 6S will spend two to three days in the field quantifying base repair locations. 6S will utilize two employees in the field for safety and functionality.

Mr. Kyle Burow, P.E.
City of Kerrville
November 2, 2022
Page 2 of 6

E. Plan Development- 6S will develop a plan set that includes the following sheets:

- Cover Sheet (1 Sheet)
- General Construction notes and special notes (1 Sheet)
- Proposed Typical Section of base repairs (1 sheet)
- Plan Sheets (80 Sheets) – Plan sheets will be double banked and will have a plan view with an aerial image. These sheets will include a centerline stationing offset from a stationary point. 11"x17" sheets.
- Special Detail Sheets (1 Sheet) – It is anticipated that only one special detail sheet will be necessary.
- Drainage design is not part of the contract scope. 6S will visit the project site and coordinate with the city to view areas that may currently be ponding. Since the City is not reconstructing the curbs the general run slope and elevations are staying the same. The Engineer will note in the plans for the contractor to maintain a cross slope that will push the water to the gutter lines and encourage flow away from the asphalt. It is also understood the City is not replacing any curbs or gutters within the contract as that would require survey.
- All streets will be estimated with at least 2-5% base repair for quantities unless a larger quantity is measured in the field. This will be prior to the crack and slurry seal.

E. Front end bidding documents, general conditions and special project specifications will be provided for select items as deemed necessary by the Engineer.

F. Traffic Control Plans- 6S will provide one traffic control and project phasing sheet. TxDOT typical detail sheets will be used to support the traffic control plan sheets. Traffic Control plans will only be provided for the base repair streets.

G. Opinions of Probable Construction Cost – Opinions of Probable construction cost will be estimated at 60% and Final Design. These will be based on experience and using regional bid unit prices and quantities from agencies such as TxDOT and other local government area bids.

QA/QC:

6S will provide a Quality Assurance/Quality Control review on the project prior to final plan reproduction.

60% and Final Design Submittal:

6S will provide one (1) 11"x17" hard copy plan set at 60% review along with a pdf file. At final design 6S will provide (2) hard copy sets and a pdf file for review. The 6S Project manager will attend a City review meeting at each phase of design and provide revisions to comments.

Final Plans & Contract Documents:

6S will Provide (1) one 11"x17" sealed plan set and one (1) PDF copy to the City along with the front end documents and specifications.

Mr. Kyle Burow, P.E.
City of Kerrville
November 2, 2022
Page 3 of 6

Bid Phase Services (Additional Service)

6S will prepare the advertisement of the bid for the City. 6S will work to provide bidding services through CIV-CAST.

Prepare and provide complete sets of the bid package, including plans, specifications, and instructions to bidders, general provisions, and bid proposal as documentation for the City to advertise for bids for construction.

Attend pre-bid conference and prepare necessary addenda to provide clarification and interpretation to bidders.

Complete a bid tabulation and analysis of bids and furnish a recommendation on the award of the construction contract.

Construction Administration (Additional Service)

6S understands that the City of Kerrville has a complete construction inspection team. 6S will perform the following service as support:

- 6S will attend bi-weekly meetings as the design professional to answer specific questions and discuss the project with the City inspection team as determined by the City Engineer.

Term of Construction Phase Service (estimated not to exceed 3 months). Additional Services will be necessary after this period.

Exclusions:

- Traffic Impact Analysis
- Drainage area maps and calculations
- Profile design
- Profile views and vertical design for the roadway section.
- Sewer and Water design
- Utility Design
- ADA Review

OWNER'S RESPONSIBILITIES:

City shall coordinate with Engineer and provide engineer with As-Built documentation for existing sanitary sewer, water mains, and other City services in the project area.

Mr. Kyle Burow, P.E.
City of Kerrville
November 2, 2022
Page 4 of 6

PERIOD OF DESIGN SERVICE:

3 months from authorization

PAYMENTS TO ENGINEER:

6S Engineering Group proposes the following lump sum fees for the above referenced services:

BASIC SERVICES

Project Start-up	\$850.00
Field Investigation	\$7,400.00
Plan/Quantity Development:	\$65,000.00
Front End Documents & Specifications:	\$3,500.00
Traffic Control Phasing sheet:	\$1,200.00
Opinions of Construction Cost:	\$4,200.00
QA/QC:.....	\$1,500.00
60% and Final Plan Submittal:.....	\$2,400.00
Base Service Fee (Lump Sum):.....	\$86,050.00

ADDITIONAL SERVICES

Bid Phase (2 EA @\$1,750)	\$3,500.00
Construction Administration	\$5,000.00
Mileage and Expenses	\$1,200.00

Total Project Cost (Lump Sum):..... \$95,750.00

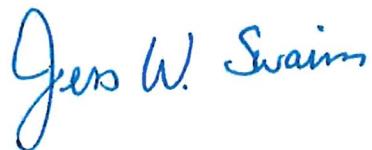
Invoicing will occur monthly on a percent complete basis. The attached Terms & Conditions (Attachment "A") are a part of this agreement.

If this proposal is acceptable to you, please indicate by signing in the space provided below and return the original to this office. If you have any questions, please call our office. We appreciate the opportunity to submit this proposal and look forward to being of service.

Mr. Kyle Burow, P.E.
City of Kerrville
November 2, 2022
Page 5 of 6

Signature of this professional services agreement is understood to constitute authorization to proceed as of the date signed by the client.

Sincerely,



Jess W. Swaim, P.E.
Vice President

ACCEPTED:

Signature: _____

Name: _____

Title: _____

Date: _____



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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 28, 2022

SUBMITTED BY: Kyle Burow, Engineering

EXHIBITS: [*20221108_PSA Scope of Service 6S Eng - 2023 Pavement Master Plan update.pdf*](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$96,350.00	\$125,000.00	\$125,000.00	70-7000-3125

PAYMENT TO BE MADE TO: 6S Engineering, Inc.

Kerrville 2050 Item? Yes

Key Priority Area M - Mobility / Transportation

Guiding Principle N/A

Action Item M4.1 - Update the Cityâ€™s Pavement Management Plan

SUMMARY STATEMENT:

In 2015, the City of Kerrville hired Fugro to perform the first automated inspection of the City of Kerrville's street system, consisting of over 140 centerline miles, and develop a five and ten year prioritized capital improvement plan based on Pavement Condition Index (PCI). The plan implemented maintenance and rehabilitation practices for the street system on a segment basis through slurry seal, crack seal, overlay, and full reconstruction of streets based on the best repair method for the type of failures found. In FY2019, after three years of implementation, the City budgeted an update to the Pavement Master Plan to reassess the current street conditions and effectiveness of the City's maintenance practices. As part of the 2019 evaluation, staff along with the 6S Engineering, Inc. team evaluated the current street condition assessment gathered by Fugro for each street segment to analyze the deterioration estimates based on the effectiveness of the current street repair methods and degradation of street segments compared to the initial 2015 report, combined multiple street segments to minimize construction costs, and reevaluated the prioritization of streets. The reprioritization of all streets were analyzed based on PCI, Ride Condition Index (RCI), and Roadway Classification (i.e. Collector, Residential). Additionally, the streets with anticipated full reconstruction needs were further prioritized based on vehicular usage, utility conflicts, and other upcoming construction conflicts (private development projects). Upon completion of the analysis, 6S Engineering, Inc. developed a 10-year maintenance plan to assist with future budgeting and maintenance methods adopted by City Council.

As part of the adopted FY2023 budget, an update to the Pavement Master Plan is scheduled to reassess the current street conditions and maintenance practices. Staff, along with 6S Engineering, will evaluate the current street condition assessment gathered for each street to analyze the effectiveness of the current street repair methods, degradation of street segments compared to the previous reports, and develop a future budget and maintenance plan to be presented to City Council.

The full Professional Service Agreement is available for viewing in the City Secretary Office.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute the professional services agreement.



November 2, 2022

City of Kerrville
701 Main Street
Kerrville, Texas 78028

Attn: Mr. Kyle Burow, P.E., Director of Engineering

Regarding: Pavement Management Support
6S Project No. 2022-004-04

Dear Mr. Burow:

6S Engineering, Inc. is pleased to provide you this proposal to perform professional engineering services for the City of Kerrville ("City"). The project is defined as a pavement management study for the city.

PROJECT DESCRIPTION:

6S will provide a pavement management study for the city and will coordinate with the City Engineer and Director of public works to develop a 3-year reconstruction, rehabilitation and maintenance plan based on the pavement study. It is anticipated that the pavement study will include up to 175 centerline miles of roadway.

SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Management & Coordination

- Project Start-up- 6s may meet with the City Engineer and Director of Public works several times within the scope of the project. This segment of the project includes initial budgeting and setup for the project.

Pavement Evaluation

- 6S will utilize Roadway Asset Services, LLC (RAS) to provide a pavement management study for the City. The scope and fee for the attached sub-consultant services is attached.

Roadway Budget Planning

- 6S will utilize the report provided by RAS and pavement condition scores to plan a 10-year road maintenance, rehabilitation and reconstruction list. The projects to be included will be discussed and reviewed with City Engineering and maintenance staff.

Mr. Kyle Burow, P.E.
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- The City will provide the annual budget amount to be budgeted for within each year and will note streets that may have more priority outside of physical pavement condition index (PCI).

Cost Estimating:

- The cost estimates completed will be on the square foot or square yard basis using a general opinion of unit priced developed by the engineer. It is understood that as each budget year progresses a current and detailed opinion of construction cost will be developed by others. Coordination with RAS will be required.
- The estimates may be for slurry seal, crack seal, full depth reclamation and reconstruction.
- 10 hard copies of the report
- QA/QC of the Report

Exclusions:

- Design Plans / Bid Phase Services
- Traffic Impact Analysis
- As-Built Documentation
- Construction Inspection/Administration
- Survey Services

OWNER'S RESPONSIBILITIES:

City shall coordinate with Engineer and provide engineer with the street listing and corresponding lengths of streets.

PERIOD OF DESIGN SERVICE:

Seven (7) months from notice to Proceed

PAYMENTS TO ENGINEER:

6S proposes the following lump sum fees for the above referenced services:

Management (6S)	\$6,500.00
Pavement Evaluation (RAS):.....	\$75,150.00
Roadway Budget Planning(6S):	\$7,200.00
Cost Estimating (6S):.....	\$4,000.00
Reimbursable Expenses (6S).....	\$3,500.00
Total Project Cost (Lump Sum):.....	\$96,350.00

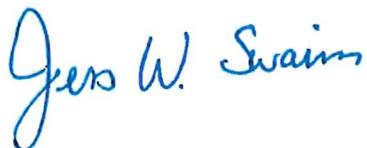
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Invoicing will occur monthly on a percent complete basis. The attached Terms & Conditions (Attachment "A") are a part of this agreement.

If this proposal is acceptable to you, please indicate by signing in the space provided below and return the original to this office. If you have any questions, please call our office. We appreciate the opportunity to submit this proposal and look forward to being of service.

Signature of this professional services agreement is understood to constitute authorization to proceed as of the date signed by the client.

Sincerely,



Jess W. Swaim, P.E.
Vice President

ACCEPTED:

Signature: _____
Name: _____
Title: _____
Date: _____



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

SUBJECT: City Council workshop minutes, October 25, 2022.

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 18, 2022

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS: [20221108_Minutes_CC workshop 10-25-22 4pm.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 October 25, 2022 at 4:00 p.m., City Hall Council Chambers.

RECOMMENDED ACTION:

Approve minutes as presented.

**CITY COUNCIL WORKSHOP MINUTES
CITY HALL COUNCIL CHAMBERS**

**OCTOBER 25, 2022 4:00 PM
701 MAIN STREET, KERRVILLE, TEXAS**

CALL TO ORDER: On October 25, 2022 at 4:00 p.m., the City Council workshop was called to order by Mayor Judy Eychner at the City Hall Council Chambers, 701 Main Street.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBERS ABSENT:

None

CITY STAFF PRESENT:

Mike Hayes, City Attorney
Kim Meismer, Asst City Manager
Shelley McElhannon, City Secretary

VISITORS PRESENT: No citizens or visitors were present.

1. PUBLIC COMMENT: None

Councilmember Brenda Hughes made a motion that the City Council adjourn into closed executive session under 551.074 (personnel/officer), and Councilmember Kim Clarkson seconded. The motion passed 5-0.

Mayor Eychner recessed the workshop, and convened the closed executive session at 4:01 p.m. in the Upstairs Conference Room.

2. EXECUTIVE SESSION:

2A. City Attorney annual evaluation. (551.074)

The closed executive session adjourned, and Council returned to workshop open session at 6:01 p.m. No action was taken during executive session.

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

Councilmember Clarkson moved to authorize the Mayor to execute a personnel action form for the City Attorney based on the discussions held by the City Council during Executive Session today, seconded by Councilmember Hughes. The motion passed 4-1, with Mayor Eychner, Councilmember Clarkson, Councilmember Joe Herring, Jr., and Councilmember Hughes voting in favor, and Councilmember Roman Garcia opposed.

ADJOURN. The workshop adjourned at 6:02 p.m.

APPROVED BY COUNCIL: _____

ATTEST:

Judy Eychner, Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: City Council meeting minutes, October 25, 2022.

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 18, 2022

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS: [*20221108_Minutes_CC meeting 10-25-22 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 October 25, 2022 at 6:00 p.m., City Hall Council Chambers.

RECOMMENDED ACTION:

Approve minutes as presented.

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
OCTOBER 25, 2022 6:00 PM**

On October 25, 2022 at 6:02 p.m., Mayor Judy Eychner called the Kerrville City Council meeting to order in City Hall Council Chambers, 701 Main Street. Councilmember Roman Garcia introduced Jaclyn Hall, who provided the invocation and led the Pledge of Allegiance.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT:

None

CITY EXECUTIVE STAFF:

E.A. Hoppe, City Manager
Mike Hayes, City Attorney
Michael Hornes, Asst City Manager
Kim Meismer, Asst City Manager
Shelley McElhannon, City Secretary
Stuart Barron, Exec Director Public Works
Julie Behrens, Director of Finance

Ashlea Boyle, Director Parks-Recreation
Stuart Cunyus, Public Information Officer
Guillermo Garcia, Exec Dir Innovation
Eric Maloney, Fire Chief
Chris McCall, Police Chief
Drew Paxton, Planning Director

VISITORS PRESENT:

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

1. ANNOUNCEMENTS OF COMMUNITY INTEREST:

Announcements of Community Interest provided by Stuart Cunyus and Mayor Eychner.

2. PRESENTATIONS:

2A. Kerrville Kindness Award presented to Bike Trail Builders at Kerrville-Schreiner Park.

Mayor Eychner and Ashlea Boyle presented the Kerrville Kindness award to the Bike Trail Builders at Kerrville-Schreiner Park, represented by: David Appleton, Susan Chase, Patrick Fitzgerald, Shonna Fitzgerald, Celeste Hammon, Bryan Hutzler, John Hutzler, Sarah Hutzler, Kristi Keese, Adam Salladin, Lisa Nye-Salladin, Larry Smithers, Brad Toelle, and Pam Toelle.

Kim Meismer read speaker protocol into record.

3. VISITORS FORUM:

The following person(s) spoke:

- George Hammerlein
- Jaclyn Hall
- Bethany Puccio
- Lillian Beard
- Delayne Sigerman
- Carrol Garcia
- George Baroody
- Ian Daugherty
- Monica Allen

4. CONSENT AGENDA:

Councilmember Garcia requested to pull Consent Agenda item 4A, and made a motion to approve items 4B, 4C, 4D, 4E, 4F, and 4G, seconded by Councilmember Brenda Hughes. The motion passed 5-0.

4B. Resolution No. 71-2022. A Resolution authorizing the acceptance of grant funding from the Office of the Governor - Criminal Justice Division and its BG-Rifle-Resistant Body Armor Grant Program for funding to purchase Rifle Resistant Body Armor for the Kerrville Police Department.

4C. Amendment to Project Funding Agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas, for site, building, and infrastructure improvements for business enterprises at the Kerrville-Kerr County Airport.

4D. Project Funding Agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas; for the installation of a Fitness Court within Louise Hays Park.

4E. Project Funding Agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas for work regarding the conversion of above-ground utility lines to underground and streetscape improvements to the parking garage.

4F. City Council workshop minutes, October 11, 2022.

4G. City Council meeting minutes October 11, 2022.

4H. City Council workshop minutes, October 18, 2022.

END OF CONSENT AGENDA.

4A. Resolution No. 49-2022. A Resolution amending and restating the Employee Benefits Trust for the City of Kerrville, Texas; such trust created and maintained pursuant to Chapter 222, Texas Insurance Code.

Kim Meismer read Resolution No. 49-2022 caption into record.

Mike Hayes provided information and responded to questions.

Councilmember Garcia made a motion to table Resolution No. 49-2022. Mayor Eychner called for a second, with no second. Motion died from lack of a second.

Councilmember Joe Herring, Jr. made a motion to adopt Resolution No. 49-2022 amending and restating the Employee Benefits Trust for the City of Kerrville, seconded by Councilmember Kim Clarkson. The motion passed 4-1, with Mayor Eychner, Councilmember Clarkson, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia voting opposed.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Resolution No. 70-2022. A Resolution authorizing the waiver of Parade and Parks fees for the Kerr County Veterans Day Parade Committee pursuant to events it plans to hold on November 12, 2022 in and around the City's Louise Hays Park.

Kim Meismer read Resolution No. 70-2022 caption into record.

Ashlea Boyle, Guillermo Garcia, and applicants Jeff Harris and Mike Sigerman provided information and responded to questions.

Councilmember Garcia made a motion to approve Resolution No. 70-2022 with an amendment to the second Whereas clause to strike '*and corresponding health permits for food vendors from the Development Services Department*', seconded by Councilmember Hughes. The motion passed 5-0.

5B. Resolution No. 69-2022. A Resolution supporting the Guadalupe-Blanco River Authority and its actions toward the development of a Habitat Conservation Plan; said plan being developed in response to the potential listing of freshwater mussels within portions of the Guadalupe River as Endangered Species by the U.S. Fish and Wildlife Service.

Kim Meismer read Resolution No. 69-2022 caption into record.

Stuart Barron provided information, and Stuart Barron and E.A. Hoppe responded to questions.

The following person(s) spoke:

- William Rector

Councilmember Hughes made a motion to adopt Resolution No. 69-2022, seconded by Councilmember Herring. The motion passed 5-0.

Councilmember Garcia requested to reopen and discuss the motion from item 5A, Resolution No. 70-2022. Discussion ensued among Council, and Council consensus is motion stands. E.A. Hoppe clarified Council intent that the food vendors will be charged.

5C. Resolution No. 67-2022. A Resolution adopting a City's Tree Preservation Policy.

Kim Meismer read Resolution No. 67-2022 caption into record.

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

The following person(s) spoke:

- George Baroody (did not appear at mic when called)
- Peggy McKay

Councilmember Clarkson made a motion to adopt Resolution No. 67-2022, seconded by Councilmember Herring. The motion passed 5-0.

5D. Special District Policy as to Municipal Utility Districts.

Kim Meismer read item 5D caption into record.

Michael Hornes provided information and responded to questions.

The following person(s) spoke:

- Peggy McKay

Councilmember Herring made a motion to approve the Municipal Utility District policy, seconded by Councilmember Clarkson. The motion passed 4-1, with Mayor Eychner, Councilmember Clarkson, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia opposed.

6. ORDINANCE(S), FIRST READING:

6A. Ordinance No. 2022-31. An Ordinance amending the City's Fiscal Year 2022 Budget to account for the receipt of additional revenue, the disbursement of such revenue, and to make other amendments as provided.

Kim Meismer read Ordinance No. 2022-31 caption into record.

Julie Behrens provided information and responded to questions.

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

7. INFORMATION & DISCUSSION:

7A. Financial Report for month ending September 30, 2022.

Julie Behrens provided information and responded to questions.

Executive Session was not called nor convened.

8. EXECUTIVE SESSION: N/A

8A. Workforce Housing development projects (551.071, 551.087).

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

10. ITEM(S) FOR FUTURE AGENDAS: N/A

ADJOURN. The meeting adjourned at 7:53 p.m.

APPROVED BY COUNCIL: _____

APPROVED:

ATTEST:

Judy Eychner, Mayor

Shelley McElhannon, City Secretary



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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 28, 2022

SUBMITTED BY: Drew Paxton, Development Services

EXHIBITS: [*20221108_Reso 72-2022 CUP 339 Guadalupe STR.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:

Proposal: A resolution to allow a Conditional Use Permit for a Short Term Rental on Lot 7, Block 1, Riverside; and more commonly known as 339 Guadalupe St S, Kerrville, TX 78028.

Procedural Requirements: The City, in accordance with state law, mailed 17 letters on 9/22/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 9/15/2022. In addition, an informational sign was posted at the front of the property on 9/26/2022. At the time of drafting this Agenda Bill, no comments had been received.

Staff Analysis and Recommendation:

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-2 Medium Density Residential

Existing Land Use: Single-family residential

Direction: North

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

Existing Land Uses: Single-family residential

Direction: South

Current Zoning: Guadalupe River

Existing Land Uses: Guadalupe River

Direction: West, East

Current Zoning: R-2 Medium Density Residential

Existing Land Uses: Single-family residential

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

Thoroughfare Plan: The subject property is located on a residential street.

Traffic Impact: No traffic impact is anticipated.

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

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

On October 6th, the Planning and Zoning Commission recommended the CUP for approval with a unanimous vote.

Proposed CUP Conditions for Short Term Rental:

- Guest Notification:** The owner or operator of the Property shall post “Guest Notification” in a conspicuous place within the rental unit on the Property. Guest Notification is shown on the following page.
- Local Contact:** The owner or operator of the Property shall provide the City with contact information for a local representative, within approximately two hours distance.
- Occupancy Taxes:** The owner or operator of the Property shall comply with the City’s occupancy tax requirements as found within Ch. 94, Division III, of the City’s Code of

Ordinances.

4. **Sign:** The Property may not use more than one non-illuminated, on-site sign, in conjunction with its Short Term Rental unit. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii) freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceeding six square feet in size and three feet in height. Any such sign shall comply with the City's Sign Code.
5. **Minimum Off-Street Parking:** One space per bedroom, plus parking required for the manager, if living off-site.
6. **Maximum Occupancy:** The maximum occupancy for any Short Term Rental is ten (10) guests. Short term rental owner / operator may set occupancy limits at less than ten (10) guests, however, in no case shall occupancy limits exceed ten (10) guests.
7. **Other Zoning Regulations:** The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as may be amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, the provisions of this Resolution will prevail.

RECOMMENDED ACTION:

Approve Resolution No. 72-2022.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 72-2022**

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO
AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE
PROPERTY CONSISTING OF LOT 7, BLOCK 1, RIVERSIDE
ADDITION; AND MORE COMMONLY KNOWN AS 339
GUADALUPE; SAID PROPERTY IS LOCATED WITHIN A
MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT (R-2);
AND MAKING SAID PERMIT SUBJECT TO CONDITIONS AND
RESTRICTIONS**

WHEREAS, the owner of the property known as 339 Guadalupe and depicted on the location map and site plan found at **Exhibit A** (the “Property”), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit (“CUP”) to authorize a short-term rental unit on the Property, which is located within a Medium Density Residential Zoning District (R-2); and

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

WHEREAS, City Council, in compliance with state law and the Zoning Code, and likewise having given the requisite notices and holding a public hearing on November 8, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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

SECTION ONE. A Conditional Use Permit is granted to permit the Property described as follows, and located within a Medium Density Residential Zoning District (R-2), to be developed and used for a Short-Term Rental Unit (“STRU”) as that term is defined in and pursuant to the Zoning Code, such use subject to the provisions of this Resolution and other City ordinances and regulations:

Legal Description: consisting of Lot 7, of Block 1, out of the Riverside Addition, and being depicted on the location map and site plan found at **Exhibit A**.

Address: 339 Guadalupe, Kerrville, TX 78028.

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

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

SECTION THREE. This Resolution and the CUP granted herein are subject to termination in accordance with the Zoning Code.

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

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

SECTION SIX. This Resolution is effective upon adoption.

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

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



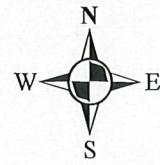
Location Map

Case # PZ-2022-057

Location:
339 Guadalupe St

Legend

200' Notification Area
Subject Properties



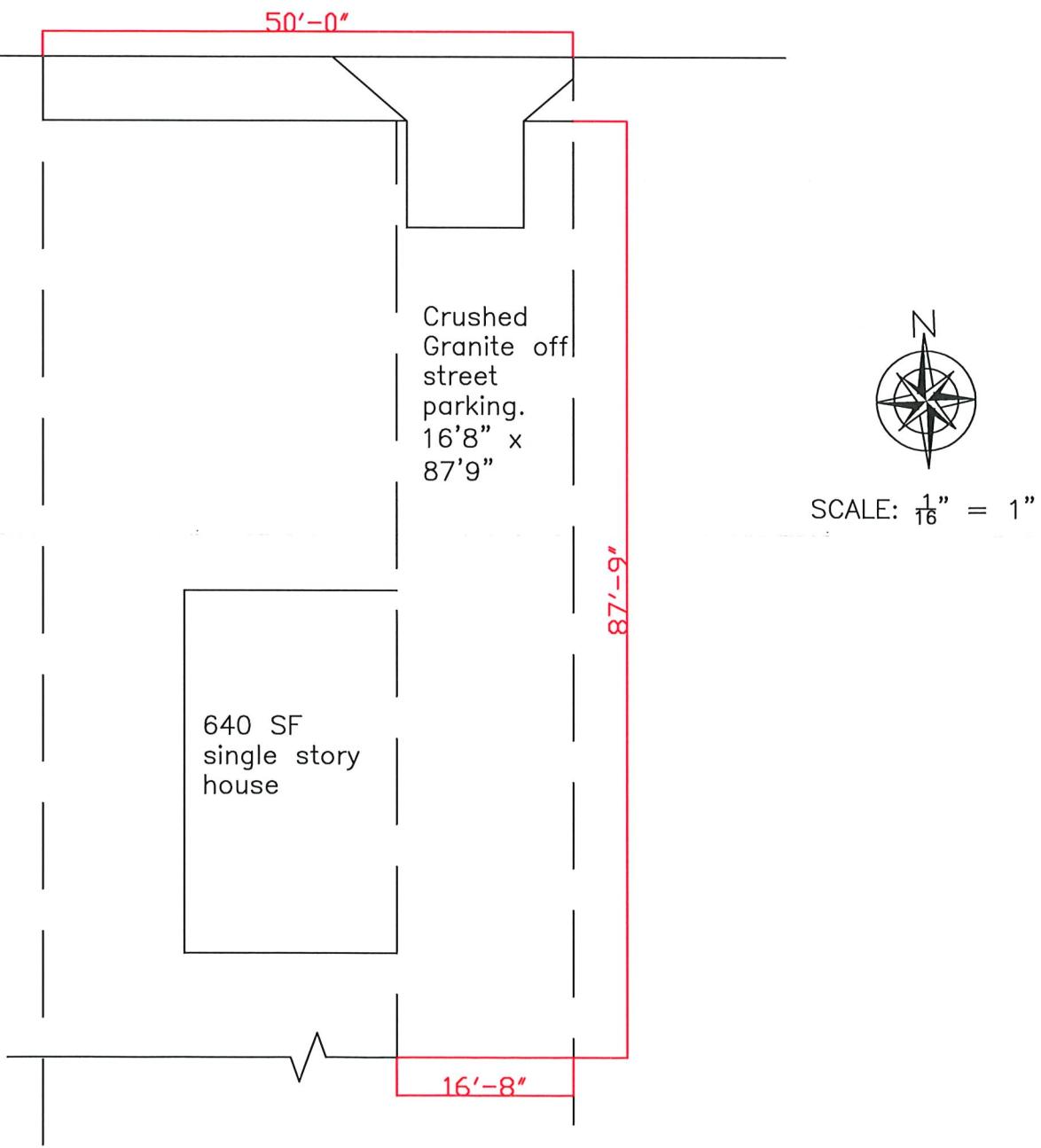
0 50 100 200

Scale In Feet

SITE PLAN

339 Guadalupe Street
Kerrville, Texas 78028

RIVERSIDE BLK 1
LOT 7
ACRES .59"





SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number 72-2022

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

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

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

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

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

Name: _____

Contact Number: _____

Thank you!

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



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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 28, 2022

SUBMITTED BY: Drew Paxton, Development Services

EXHIBITS: [20221108_Reso 73-2022 CUP 800 Lake STR.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:

Proposal: A resolution to allow a Conditional Use Permit for a Short Term Rental on Lot 3 and part of Lot 4, Block 3, Hazy Hills Addition; and more commonly known as 800 Lake Dr N, Kerrville, TX 78028.

Procedural Requirements: The City, in accordance with state law, mailed 21 letters on 9/22/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 9/15/2022. In addition, an informational sign was posted at the front of the property on 9/26/2022. At the time of drafting this Agenda Bill, no comments had been received.

Staff Analysis and Recommendation:

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-1 Single-Family Residential

Existing Land Use: Single-family residential

Direction: North, South, West, East

Current Zoning: R-1 Single-Family Residential

Existing Land Uses: Single-family residential

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

Thoroughfare Plan: The subject property is located on a residential street.

Traffic Impact: No traffic impact is anticipated.

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

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

On October 6th, the Planning and Zoning Commission did not recommend the case for approval with a 3-3 vote.

Proposed CUP Conditions for Short Term Rental:

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

6. **Maximum Occupancy:** The maximum occupancy for any Short Term Rental is ten (10) guests. Short term rental owner / operator may set occupancy limits at less than ten (10) guests, however, in no case shall occupancy limits exceed ten (10) guests.
7. **Other Zoning Regulations:** The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as may be amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, the provisions of this Resolution will prevail.

RECOMMENDED ACTION:

Approve Resolution No. 73-2022.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 73-2022**

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO
AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE
PROPERTY CONSISTING OF LOT 3 AND PART OF LOT 4,
BLOCK 3, HAZY HILLS ADDITION; AND MORE COMMONLY
KNOWN AS 800 LAKE; SAID PROPERTY IS LOCATED WITHIN
A SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1);
AND MAKING SAID PERMIT SUBJECT TO CONDITIONS AND
RESTRICTIONS**

WHEREAS, the owner of the property known as 800 Lake and depicted on the location map and site plan found at **Exhibit A** (the “Property”), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit (“CUP”) to authorize a short-term rental unit on the Property, which is located within a Single-Family Residential Zoning District (R-1); and

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

WHEREAS, City Council, in compliance with state law and the Zoning Code, and likewise having given the requisite notices and holding a public hearing on November 8, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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

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

Legal Description: consisting of Lot 3, and part of Lot 4, Block 3, out of the Hazy Hills Addition, and being depicted on the location map and site plan at **Exhibit A**.

Address: 800 Lake, Kerrville, TX 78028.

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

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

SECTION THREE. This Resolution and the CUP granted herein are subject

to termination in accordance with the Zoning Code.

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

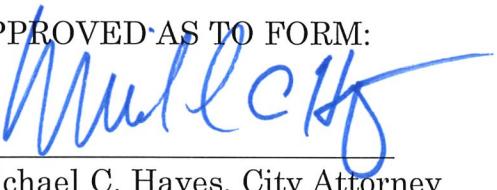
SECTION FIVE. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect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

SECTION SIX. This Resolution is effective upon adoption.

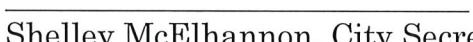
PASSED AND APPROVED ON this the _____ day of _____, A.D., 2022.

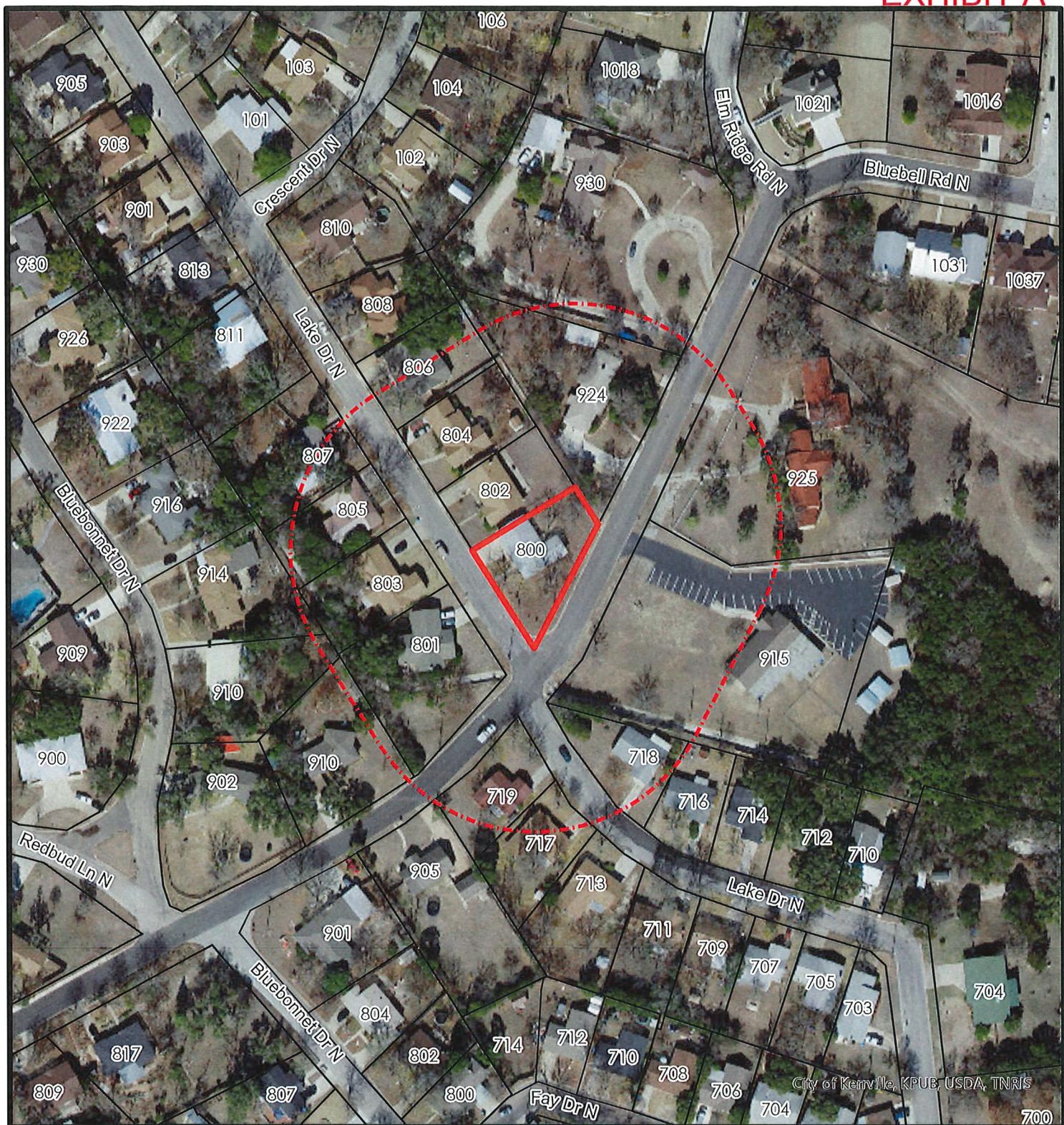
Judy Eychner, Mayor

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

ATTEST:


Shelley McElhannon, City Secretary



Location Map

Case # PZ-2022-059

Location:
800 Lake Dr

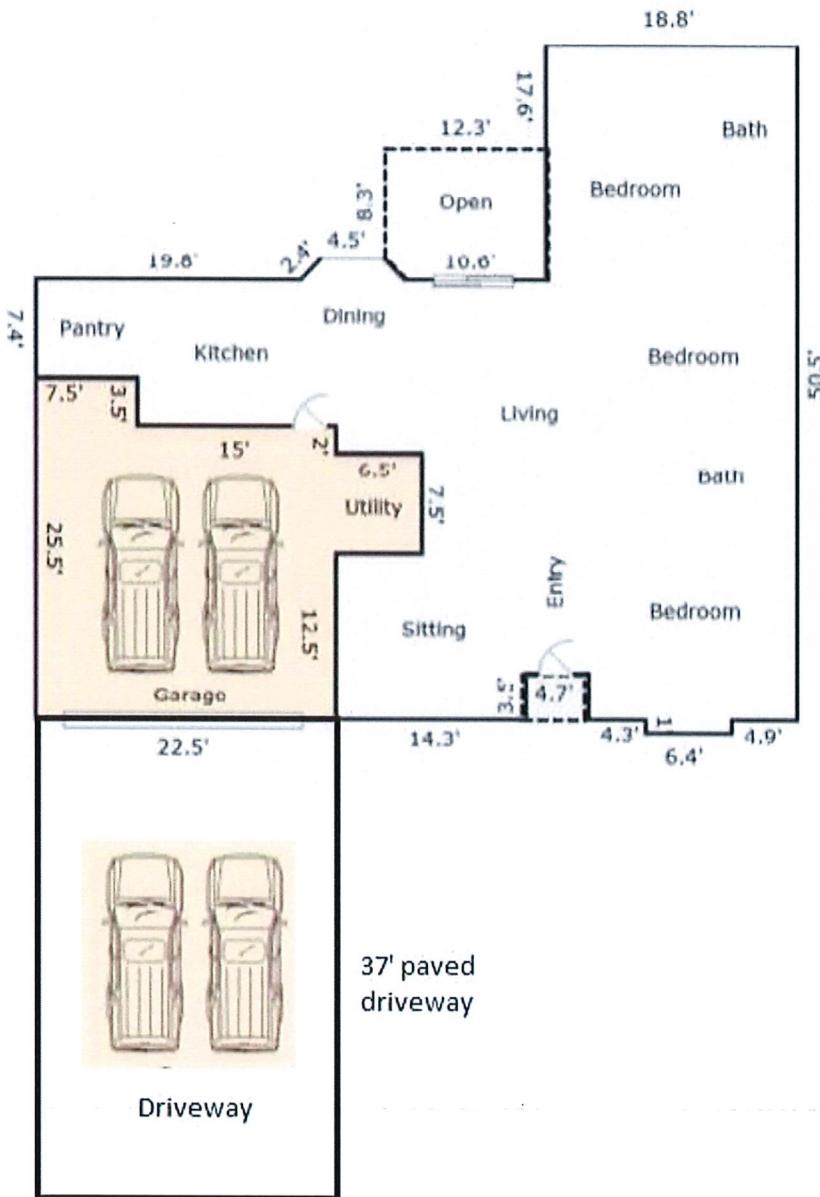
Legend

200' Notification Area
Subject Properties



0 50 100 200

Scale In Feet



Parking for 3 bedrooms + off-site manager: 2 spaces available in garage and 2 on driveway:

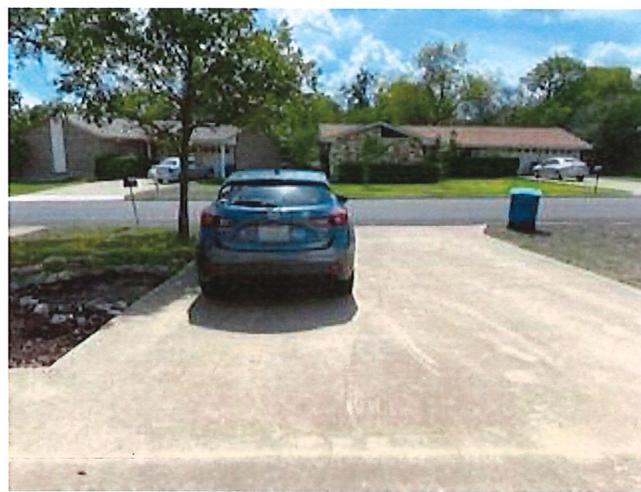
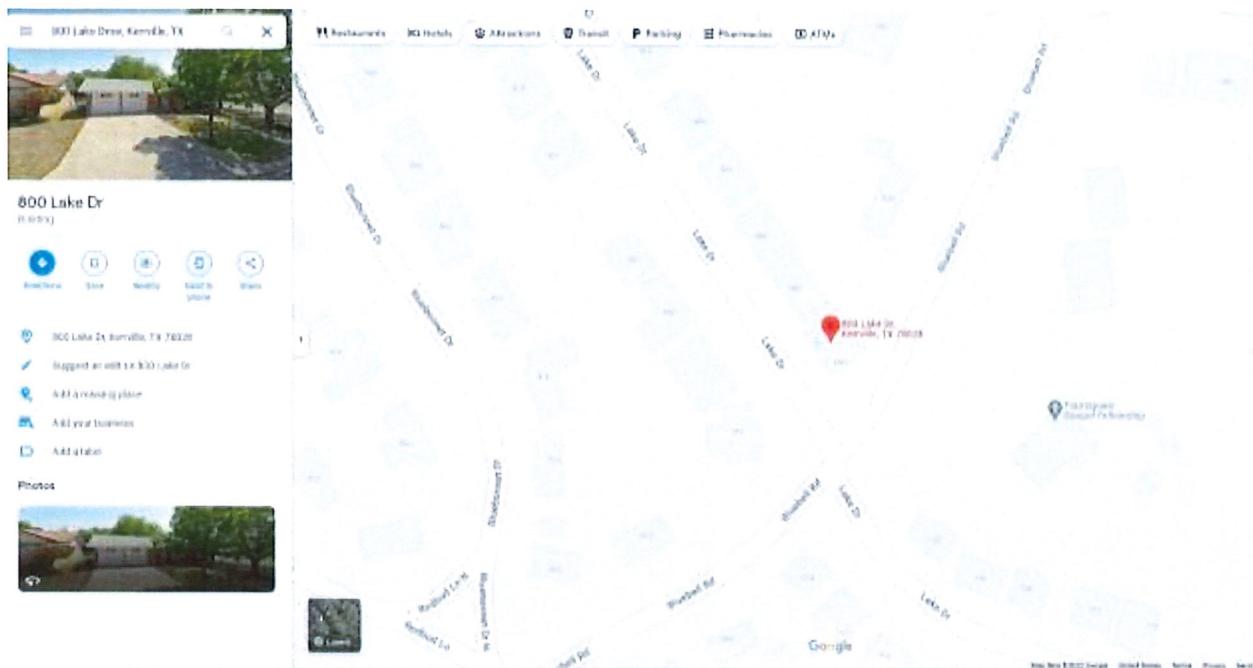
- Parking area in garage is a total of 22.5 (15+7.5) feet wide and 22 feet deep (12.5+7.5+2) as shown. This will easily accommodate two 9x19 foot parking spaces/vehicles.
- See all pages below which illustrate the 37 foot long paved driveway which would also easily accommodate 2 additional vehicles.

Google Maps



800 Lake Drive is gray roof to right on corner.









SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number 73-2022

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

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

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

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

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

Name: _____

Contact Number: _____

Thank you!

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



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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 28, 2022

SUBMITTED BY: Drew Paxton, Development Services

EXHIBITS: [20221108_Reso 74-2022 CUP 503 Oakland Hills STR.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:

Proposal: A resolution to allow a Conditional Use Permit for a Short Term Rental on Lot 1, Block 1, Riverhill TH; and more commonly known as 503 Oakland Hills Ln E, Kerrville, TX 78028.

Procedural Requirements: The City, in accordance with state law, mailed 12 letters on 9/22/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 9/15/2022. In addition, an informational sign was posted at the front of the property on 9/26/2022. At the time of drafting this Agenda Bill, no comments had been received.

Staff Analysis and Recommendation:

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-2 Medium Density Residential

Existing Land Use: Single-family residential

Direction: North, East

Current Zoning: R-2 Medium Density Residential

Existing Land Uses: Single-family residential

Direction: South, West

Current Zoning: R-1 Single-Family Residential

Existing Land Uses: Open space / golf club facilities

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

Thoroughfare Plan: The subject property is located on a residential street.

Traffic Impact: No traffic impact is anticipated.

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

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

On October 6th, the Planning and Zoning Commission recommend the CUP for approval with a 5-2 vote.

Proposed CUP Conditions for Short Term Rental:

1. **Guest Notification:** The owner or operator of the Property shall post "Guest Notification" in a conspicuous place within the rental unit on the Property. Guest Notification is shown on the following page.
2. **Local Contact:** The owner or operator of the Property shall provide the City with contact information for a local representative, within approximately two hours distance.
3. **Occupancy Taxes:** The owner or operator of the Property shall comply with the City's occupancy tax requirements as found within Ch. 94, Division III, of the City's Code of Ordinances.
4. **Sign:** The Property may not use more than one non-illuminated, on-site sign, in conjunction with its Short Term Rental unit. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii)

freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceeding six square feet in size and three feet in height. Any such sign shall comply with the City's Sign Code.

5. **Minimum Off-Street Parking:** One space per bedroom, plus parking required for the manager, if living off-site.
6. **Maximum Occupancy:** The maximum occupancy for any Short Term Rental is ten (10) guests. Short term rental owner / operator may set occupancy limits at less than ten (10) guests, however, in no case shall occupancy limits exceed ten (10) guests.
7. **Other Zoning Regulations:** The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as may be amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, the provisions of this Resolution will prevail.

RECOMMENDED ACTION:

Approve Resolution No. 74-2022.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 74-2022**

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO
AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE
PROPERTY CONSISTING OF LOT 1, BLOCK 1, RIVERHILL TH
ADDITION; AND MORE COMMONLY KNOWN AS 503
OAKLAND HILLS; SAID PROPERTY IS LOCATED WITHIN A
MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT (R-2);
AND MAKING SAID PERMIT SUBJECT TO CONDITIONS AND
RESTRICTIONS**

WHEREAS, the owner of the property known as 503 Oakland Hills and depicted on the location map and site plan found at **Exhibit A** (the “Property”), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit (“CUP”) to authorize a short-term rental unit on the Property, which is located within a Medium Density Residential Zoning District (R-2); and

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

WHEREAS, City Council, in compliance with state law and the Zoning Code, and likewise having given the requisite notices and holding a public hearing on November 8, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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

SECTION ONE. A Conditional Use Permit is granted to permit the Property described as follows, and located within a Medium Density Residential Zoning District (R-2), to be developed and used for a Short-Term Rental Unit (“STRU”) as that term is defined in and pursuant to the Zoning Code, such use subject to the provisions of this Resolution and other City ordinances and regulations:

Legal Description: consisting of Lot 1, Block 1, out of the Riverhill TH Addition, and being depicted on the location map and site plan found at **Exhibit A**.

Address: 503 Oakland Hills, Kerrville, TX 78028.

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

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

SECTION THREE. This Resolution and the CUP granted herein are subject to termination in accordance with the Zoning Code.

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

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

SECTION SIX. This Resolution is effective upon adoption.

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

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

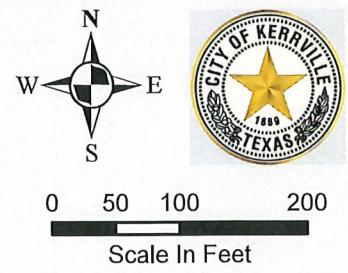


Location Map

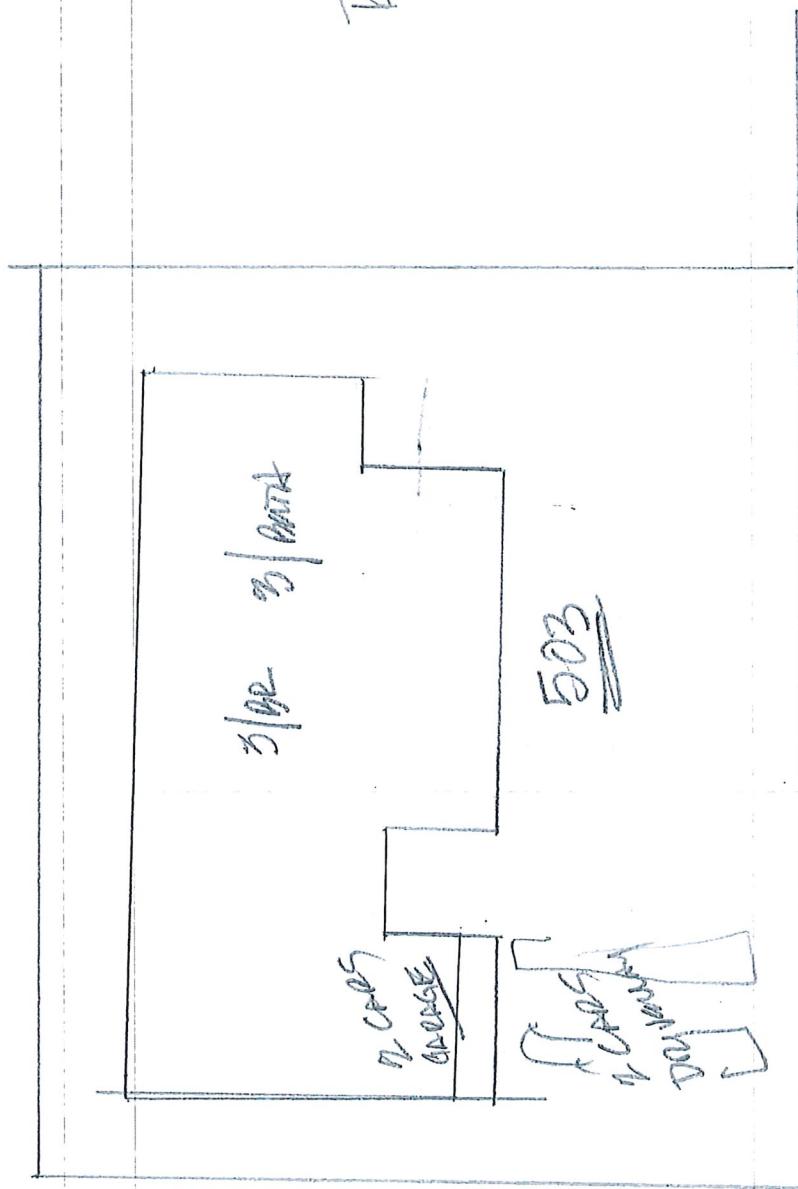
Case # PZ-2022-055

Location:
503 Oakland Hills Ln

Legend
200' Notification Area
Subject Properties



Rock Hill
Golf Course



OAKLAND HILLS L.W.



SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number 74-2022

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

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

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

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

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

Name: _____

Contact Number: _____

Thank you!

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



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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 28, 2022

SUBMITTED BY: Drew Paxton, Development Services

EXHIBITS: [20221108_Reso 75-2022 CUP 220 Riverhill Club 5 STR.pdf](#)
[20221108_Letter in favor 220 Riverhill Club 5 - Moir.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:

Proposal: A resolution to allow a Conditional Use Permit for a Short Term Rental on Lot 5, Block 1, Riverhill Las Casitas; and more commonly known as 220 Riverhill Club Ln E #5, Kerrville, TX 78028.

Procedural Requirements: The City, in accordance with state law, mailed 26 letters on 9/22/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 9/15/2022. In addition, an informational sign was posted at the front of the property on 9/26/2022. At the time of drafting this Agenda Bill, no comments had been received.

Staff Analysis and Recommendation:

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-2 Medium density residential

Existing Land Use: Townhomes

Direction: North

Current Zoning: R-1 Single-family residential

Existing Land Uses: Vacant

Direction: South, West, East

Current Zoning: R-2 Medium density residential

Existing Land Uses: Townhomes, Duplexes, Single-family residential

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

Thoroughfare Plan: The subject property is located on a residential street.

Traffic Impact: No traffic impact is anticipated.

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

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

On October 6th, the Planning and Zoning Commission recommended the case for approval with a unanimous vote.

Proposed CUP Conditions for Short Term Rental

1. **Guest Notification:** The owner or operator of the Property shall post “Guest Notification” in a conspicuous place within the rental unit on the Property. Guest Notification is shown on the following page.
2. **Local Contact:** The owner or operator of the Property shall provide the City with contact information for a local representative, within approximately two hours distance.
3. **Occupancy Taxes:** The owner or operator of the Property shall comply with the City’s occupancy tax requirements as found within Ch. 94, Division III, of the City’s Code of Ordinances.
4. **Sign:** The Property may not use more than one non-illuminated, on-site sign, in conjunction with its Short Term Rental unit. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii)

freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceeding six square feet in size and three feet in height. Any such sign shall comply with the City's Sign Code.

5. **Minimum Off-Street Parking:** One space per bedroom, plus parking required for the manager, if living off-site.
6. **Maximum Occupancy:** The maximum occupancy for any Short Term Rental is ten (10) guests. Short term rental owner / operator may set occupancy limits at less than ten (10) guests, however, in no case shall occupancy limits exceed ten (10) guests.
7. **Other Zoning Regulations:** The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as may be amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, the provisions of this Resolution will prevail.

RECOMMENDED ACTION:

Approve Resolution No. 75-2022.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 75-2022**

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO
AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE
PROPERTY CONSISTING OF LOT 5, BLOCK 1, RIVERHILL LAS
CASITAS ADDITION; AND MORE COMMONLY KNOWN AS 220
RIVERHILL CLUB, #5; SAID PROPERTY IS LOCATED WITHIN
A MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT (R-2);
AND MAKING SAID PERMIT SUBJECT TO CONDITIONS AND
RESTRICTIONS**

WHEREAS, the owner of the property known as 220 Riverhill Club, #5 and depicted on the location map and site plan found at **Exhibit A** (the “Property”), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit (“CUP”) to authorize a short-term rental unit on the Property, which is located within a Medium Density Residential Zoning District (R-2); and

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

WHEREAS, City Council, in compliance with state law and the Zoning Code, and likewise having given the requisite notices and holding a public hearing on November 8, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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

SECTION ONE. A Conditional Use Permit is granted to permit the Property described as follows, and located within a Medium Density Residential Zoning District (R-2), to be developed and used for a Short-Term Rental Unit (“STRU”) as that term is defined in and pursuant to the Zoning Code, such use subject to the provisions of this Resolution and other City ordinances and regulations:

Legal Description: consisting of Lot 5, Block 1, out of the Riverhill Las Casitas Addition, and being depicted on the location map and site plan found at **Exhibit A**.

Address: 220 Riverhill Club, #5, Kerrville, TX 78028.

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

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

SECTION THREE. This Resolution and the CUP granted herein are subject to termination in accordance with the Zoning Code.

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

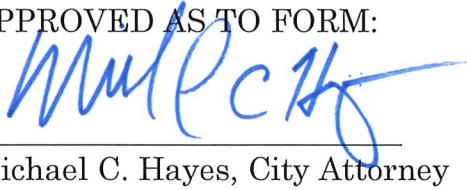
SECTION FIVE. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect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

SECTION SIX. This Resolution is effective upon adoption.

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

Judy Eychner, Mayor

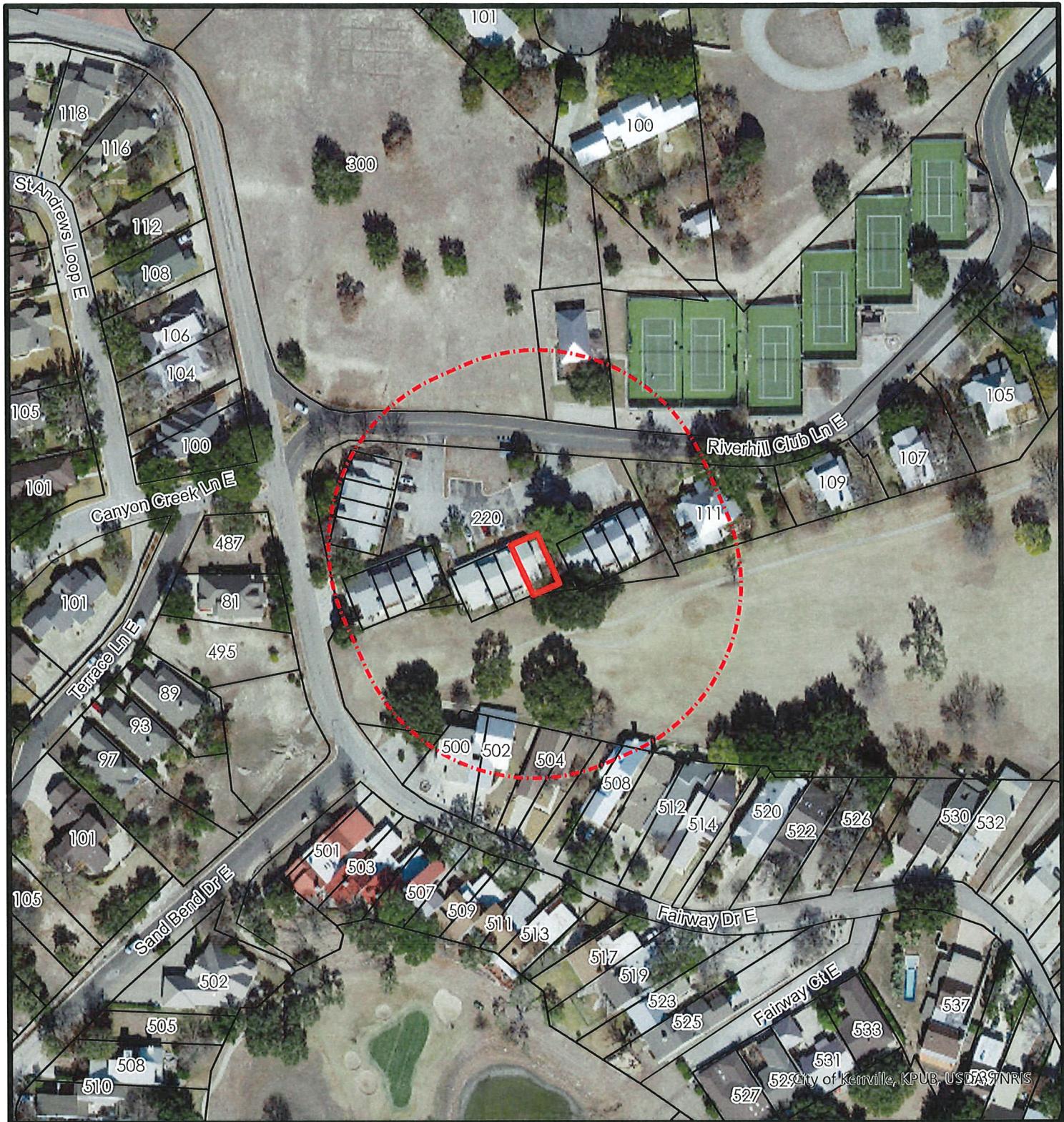
APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

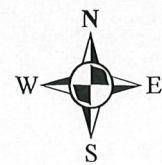


Location Map

Case # PZ-2022-050

Location:
220 Riverhill Club Ln #5

Legend
200' Notification Area
Subject Properties



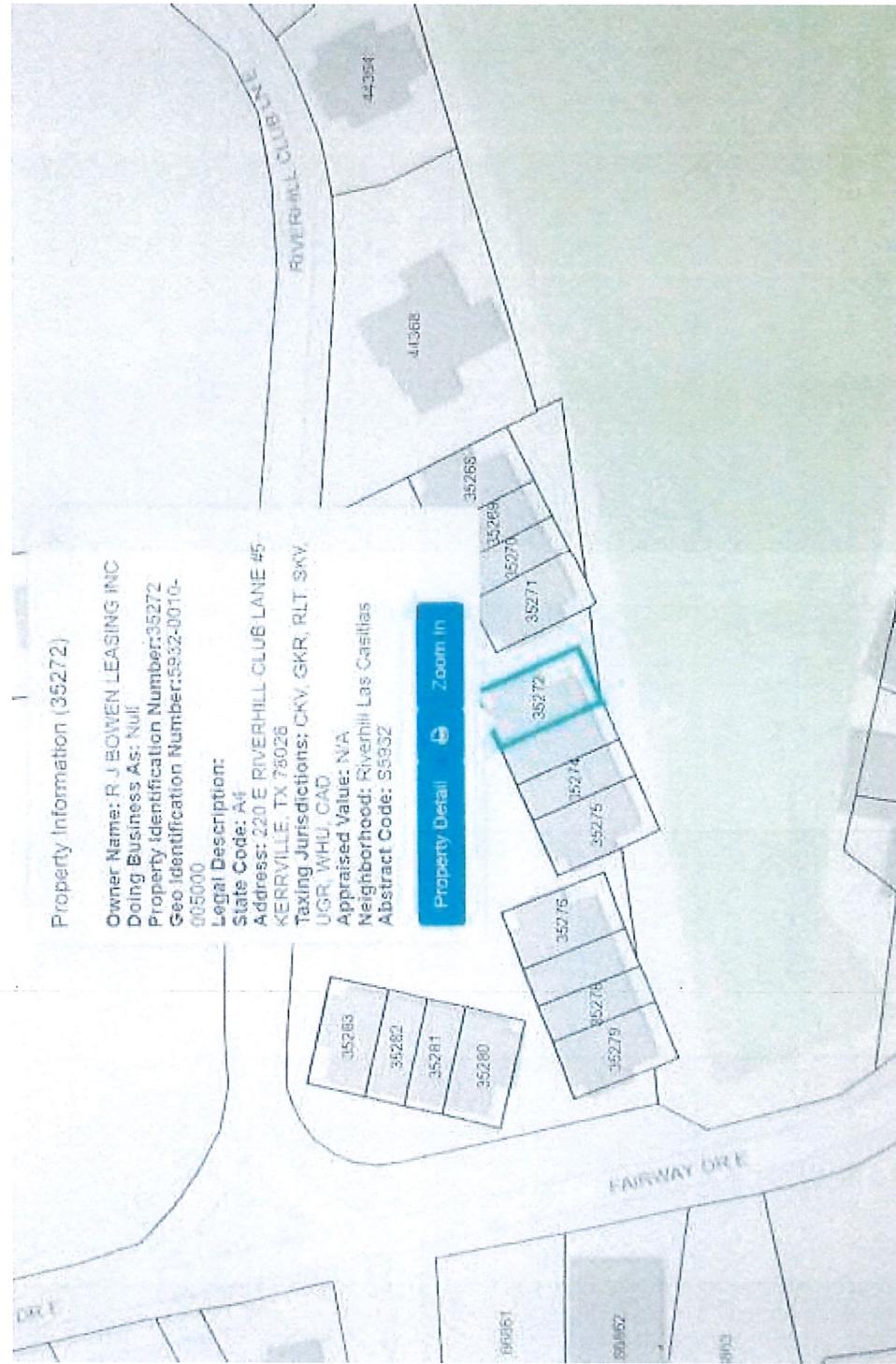
0 50 100 200

Scale In Feet

Case PZ-2022-50

220 Riverhill Club Lane #5

CUP for STR – Two bedroom home with two designated parking spaces and additional visitor parking.





SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number 75-2022

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

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

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

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

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

Name: _____

Contact Number: _____

Thank you!

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

David J. Moir
1602, Quinlan Creek Dr.
Kerrville, Texas, 78028

October 5th 2022

Drew Paxton, AICP
Director of Planning & Development

Dear Sir,

I am totally in support of the following applications to allow a conditional use permit for short term rentals for the following cases.

Case # PZ-2022-050. 220. Riverhill Club Ln #5

Case # PZ-2022-049 220. Riverhill Club Ln #9

Case # PZ-2022-047 220. Riverhill Club Ln #13

Case # PZ-2022-048 220. Riverhill Club Ln #14

I actually own #9 and when my wife and I purchased it in 2011 it was because it could be offered for short term rental. I lost my wife in 2018.

Riverhill Country Club offers guests of both the Cottages and Casitas full access to the club facilities together with discounted golf rates for guests when stays are booked through them.

Whilst I do not rent out my Casita at present I would like to retain the permission to do so.

Yours Sincerely,



David J Moir



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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 28, 2022

SUBMITTED BY: Drew Paxton, Development Services

EXHIBITS: [20221108_Reso 76-2022 CUP Riverhill Club 9 STR.pdf](#)
[20221108_Letter in favor 220 Riverhill Club 9 - Moir.pdf](#)
[20221108_Letter opposed 220 Riverhill Club 9 - Sullivan.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:

Proposal: A resolution to allow a Conditional Use Permit for a Short Term Rental on Lot 9, Block 1, Riverhill Las Casitas; and more commonly known as 220 Riverhill Club Ln E #9, Kerrville, TX 78028.

Procedural Requirements: The City, in accordance with state law, mailed 21 letters on 9/22/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 9/15/2022. In addition, an informational sign was posted at the front of the property on 9/26/2022. At the time of drafting this Agenda Bill, one comment in opposition had been received.

Staff Analysis and Recommendation:

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-2 Medium density residential

Existing Land Use: Townhomes

Direction: North

Current Zoning: R-1 Single-family residential

Existing Land Uses: Vacant

Direction: South, West, East

Current Zoning: R-2 Medium density residential

Existing Land Uses: Townhomes, Duplexes, Single-family residential

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

Thoroughfare Plan: The subject property is located on a residential street.

Traffic Impact: No traffic impact is anticipated.

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

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

On October 6th, the Planning and Zoning Commission recommended the case for approval with a unanimous vote.

Proposed CUP Conditions for Short Term Rental

- Guest Notification:** The owner or operator of the Property shall post "Guest Notification" in a conspicuous place within the rental unit on the Property. Guest Notification is shown on the following page.
- Local Contact:** The owner or operator of the Property shall provide the City with contact information for a local representative, within approximately two hours distance.
- Occupancy Taxes:** The owner or operator of the Property shall comply with the City's occupancy tax requirements as found within Ch. 94, Division III, of the City's Code of Ordinances.
- Sign:** The Property may not use more than one non-illuminated, on-site sign, in conjunction with its Short Term Rental unit. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii)

freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceeding six square feet in size and three feet in height. Any such sign shall comply with the City's Sign Code.

5. **Minimum Off-Street Parking:** One space per bedroom, plus parking required for the manager, if living off-site.
6. **Maximum Occupancy:** The maximum occupancy for any Short Term Rental is ten (10) guests. Short term rental owner / operator may set occupancy limits at less than ten (10) guests, however, in no case shall occupancy limits exceed ten (10) guests.
7. **Other Zoning Regulations:** The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as may be amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, the provisions of this Resolution will prevail.

RECOMMENDED ACTION:

Approve Resolution No. 76-2022.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 76-2022**

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO
AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE
PROPERTY CONSISTING OF LOT 9, BLOCK 1, RIVERHILL LAS
CASITAS ADDITION; AND MORE COMMONLY KNOWN AS 220
RIVERHILL CLUB, #9; SAID PROPERTY IS LOCATED WITHIN
A MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT (R-2);
AND MAKING SAID PERMIT SUBJECT TO CONDITIONS AND
RESTRICTIONS**

WHEREAS, the owner of the property known as 220 Riverhill Club, #9 and depicted on the location map and site plan found at **Exhibit A** (the “Property”), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit (“CUP”) to authorize a short-term rental unit on the Property, which is located within a Medium Density Residential Zoning District (R-2); and

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

WHEREAS, City Council, in compliance with state law and the Zoning Code, and likewise having given the requisite notices and holding a public hearing on November 8, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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

SECTION ONE. A Conditional Use Permit is granted to permit the Property described as follows, and located within a Medium Density Residential Zoning District (R-2), to be developed and used for a Short-Term Rental Unit (“STRU”) as that term is defined in and pursuant to the Zoning Code, such use subject to the provisions of this Resolution and other City ordinances and regulations:

Legal Description: consisting of Lot 9, Block 1, out of the Riverhill Las Casitas Addition, and being depicted on the location map and site plan found at **Exhibit A**.

Address: 220 Riverhill Club, #9, Kerrville, TX 78028.

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

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

SECTION THREE. This Resolution and the CUP granted herein are subject to termination in accordance with the Zoning Code.

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

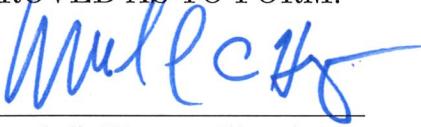
SECTION FIVE. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect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

SECTION SIX. This Resolution is effective upon adoption.

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

Judy Eychner, Mayor

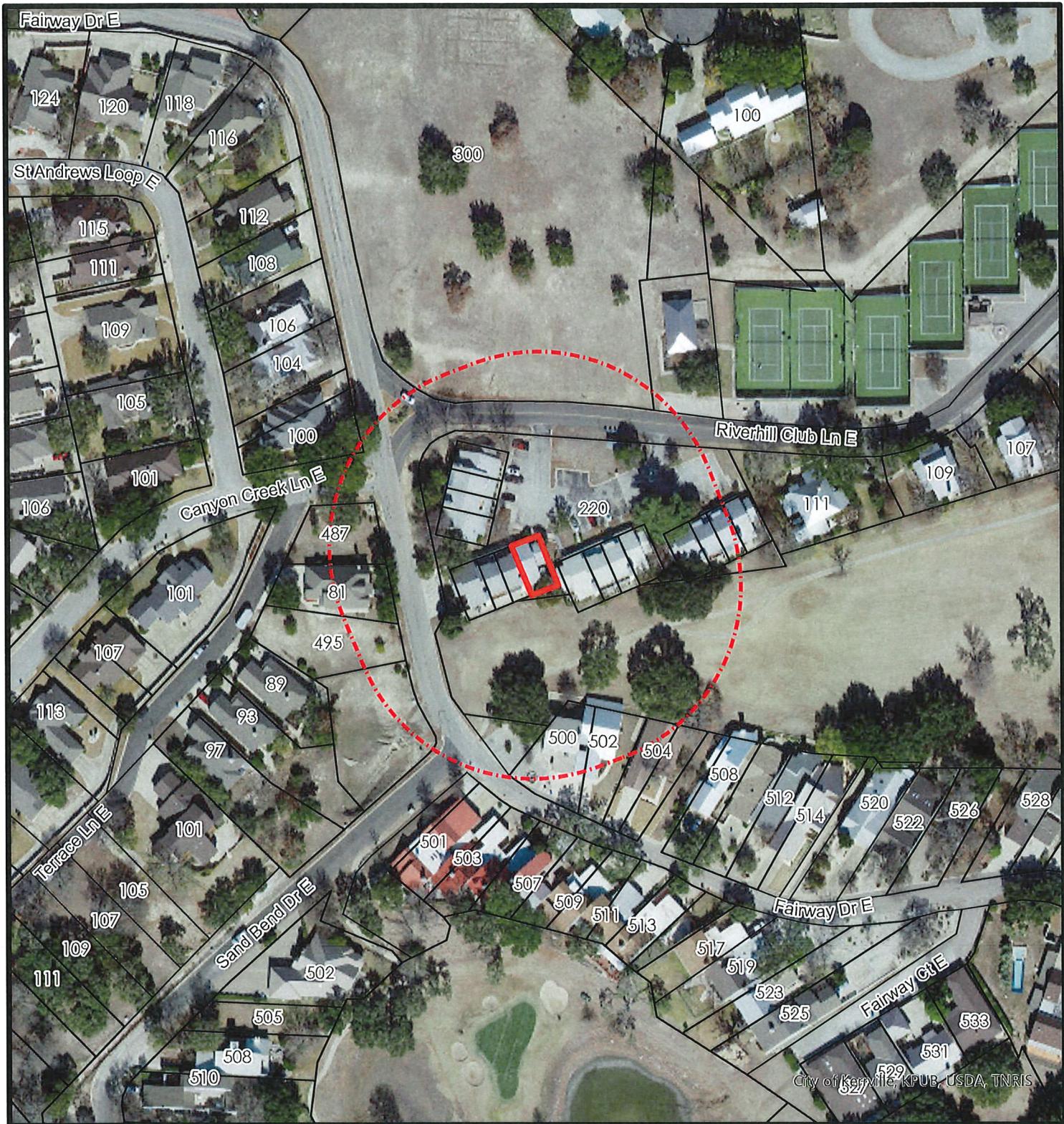
APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Location Map

Case # PZ-2022-049

Location:
220 Riverhill Club Ln #9

Legend

200' Notification Area
Subject Properties



0 50 100 200

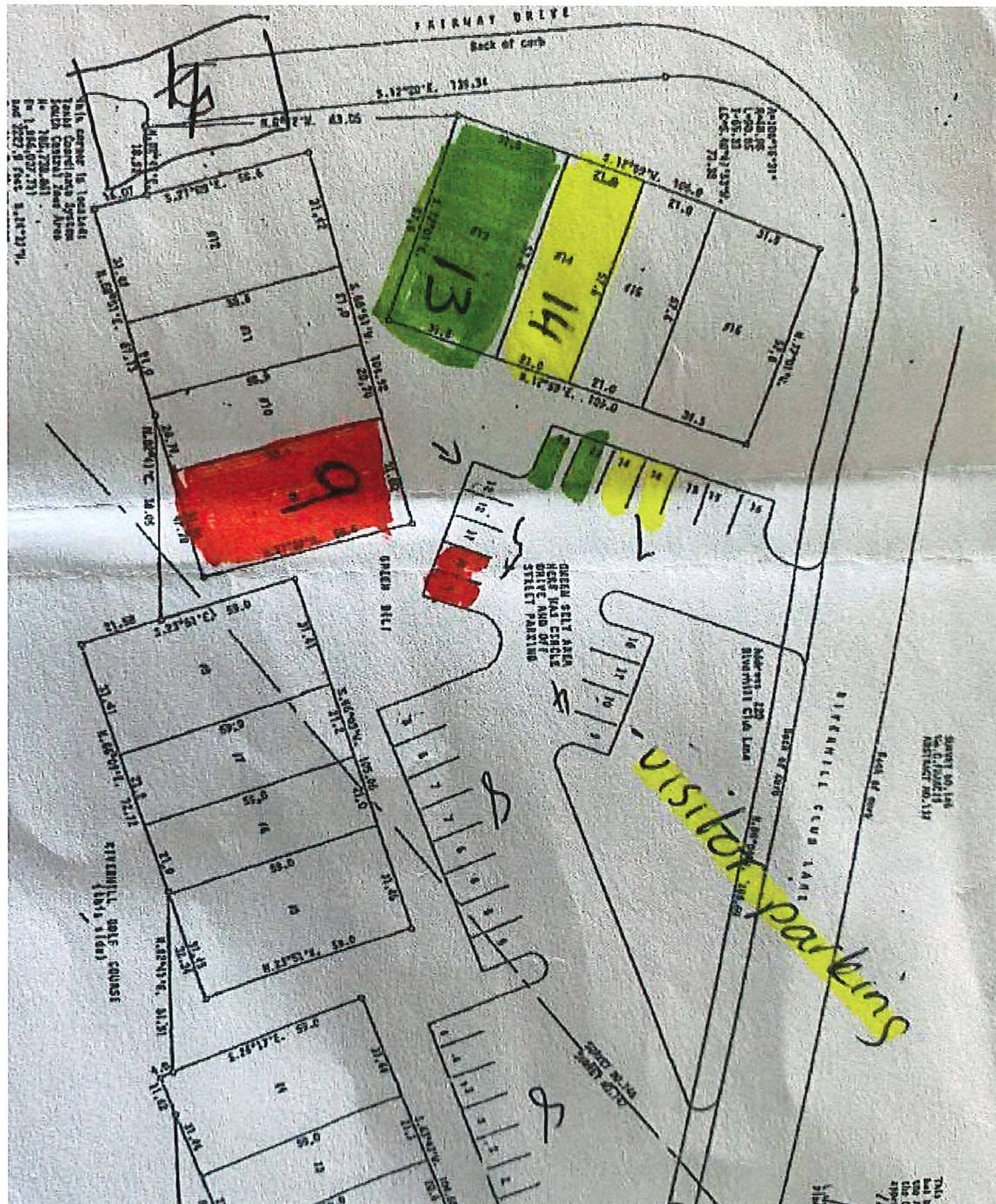
Scale In Feet

EXHIBIT A

Case PZ-2022-49

220 Riverhill Club Lane #9 (shown in red)

CUP for STR – Two bedroom home with two designated parking spaces and additional visitor parking.





SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number 76-2022

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

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

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

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

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

Name: _____

Contact Number: _____

Thank you!

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

David J. Moir
1602, Quinlan Creek Dr.
Kerrville, Texas, 78028

October 5th 2022

Drew Paxton, AICP
Director of Planning & Development

Dear Sir,

I am totally in support of the following applications to allow a conditional use permit for short term rentals for the following cases.

Case # PZ-2022-050. 220. Riverhill Club Ln #5

Case # PZ-2022-049 220. Riverhill Club Ln #9

Case # PZ-2022-047 220. Riverhill Club Ln #13

Case # PZ-2022-048 220. Riverhill Club Ln #14

I actually own #9 and when my wife and I purchased it in 2011 it was because it could be offered for short term rental. I lost my wife in 2018.

Riverhill Country Club offers guests of both the Cottages and Casitas full access to the club facilities together with discounted golf rates for guests when stays are booked through them.

Whilst I do not rent out my Casita at present I would like to retain the permission to do so.

Yours Sincerely,



David J Moir

From: [Sullivan](#)
To: [Drew Paxton](#)
Cc: [Planning Division](#)
Subject: STR Public Hearing Oct 6th
Date: Thursday, September 29, 2022 11:33:21 AM

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

Drew, In followup to our phone conversation, please forward this email to all members of the Planning & Development Commission regarding:

Case # PZ-2022-047

Case # PZ-2022-048

Case # PZ-2022-049

Dear Sirs;

I am **strongly opposed** to THREE Short Term Rentals being allowed next to my single family home.

The developer, David Moir, has little concern for the residents or ambience of Riverhill. His motive is financial gain. In addition to unit #9, he purchased additional Casitas last summer, and now wants turn ALL of them into STR's. Moir wants to run a **business enterprise** in a long established residential neighborhood for the obvious benefits it would afford HIM (but not the neighborhood).

I wonder if any of you live in neighborhoods in danger of having its atmosphere diluted by STR's. It's a loss that can't be recouped.

You already approved Casita unit #12 to be an STR last June. It has a high intensity light like car dealerships that shines into my bedroom all night (despite blinds). When bikers rent #12, I wake to them starting their engines before sun-up. To allow #13, #14, & #9 to also be STR's would squeeze **FOUR** STR's into one tiny footprint! That is just too many. It's similar to the wing of a hotel. I do not want to live next to out-of-towners streaming in & out like at hotels on Sidney Baker Street.

My house in a residential neighborhood, and I want it to stay that way. What the city might gain in tourist tax revenue, it will gradually lose in decreased property values of homes that border STR's.

The Planning & Zoning Commission's mandate is for logical development and compliance with ordinances. Both those goals are at risk if you allow FOUR STR's to be crammed next to each other as with #12, #13, #14, & #9. It also removes opportunities for workforce housing on an ownership or leased basis.

Many elderly people reside in Riverhill. We become friends with our neighbors, and rely on each other to do errands, drive to doctor appointments or watch someone's house if away. You can't do that with strangers. Connecting with neighbors is very important to a person's quality of life. Please maintain this atmosphere in Riverhill.

Thank you,

Alice Sullivan

81 Terrace Lane (my home borders both Terrace Lane & Fairway Dr.)



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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 28, 2022

SUBMITTED BY: Drew Paxton, Development Services

EXHIBITS: [20221108_Reso 77-2022 CUP 220 Riverhill Club 13 STR.pdf](#)
[20221108_Letter in favor 220 Riverhill Club 13 - Moir.pdf](#)
[20221108_Letter opposed 220 Riverhill Club 13 - Sullivan.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Proposal: A resolution to allow a Conditional Use Permit for a Short Term Rental on Lot 13, Block 1, Riverhill Las Casitas; and more commonly known as 220 Riverhill Club Ln E #13, Kerrville, TX 78028.

Procedural Requirements: The City, in accordance with state law, mailed 23 letters on 9/22/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 9/15/2022. In addition, an informational sign was posted at the front of the property on 9/26/2022. At the time of drafting this Agenda Bill, one comment in opposition had been received.

Staff Analysis and Recommendation:

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-2 Medium density residential

Existing Land Use: Townhomes

Direction: North

Current Zoning: R-1 Single-family residential

Existing Land Uses: Vacant

Direction: South, West, East

Current Zoning: R-2 Medium density residential

Existing Land Uses: Townhomes, Duplexes, Single-family residential

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

Thoroughfare Plan: The subject property is located on a residential street.

Traffic Impact: No traffic impact is anticipated.

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

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

On October 6th, the Planning and Zoning Commission recommend the CUP for approval with a unanimous vote.

Proposed CUP Conditions for Short Term Rental

1. **Guest Notification:** The owner or operator of the Property shall post "Guest Notification" in a conspicuous place within the rental unit on the Property. Guest Notification is shown on the following page.
2. **Local Contact:** The owner or operator of the Property shall provide the City with contact information for a local representative, within approximately two hours distance.
3. **Occupancy Taxes:** The owner or operator of the Property shall comply with the City's occupancy tax requirements as found within Ch. 94, Division III, of the City's Code of Ordinances.
4. **Sign:** The Property may not use more than one non-illuminated, on-site sign, in conjunction with its Short Term Rental unit. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii)

freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceeding six square feet in size and three feet in height. Any such sign shall comply with the City's Sign Code.

5. **Minimum Off-Street Parking:** One space per bedroom, plus parking required for the manager, if living off-site.
6. **Maximum Occupancy:** The maximum occupancy for any Short Term Rental is ten (10) guests. Short term rental owner / operator may set occupancy limits at less than ten (10) guests, however, in no case shall occupancy limits exceed ten (10) guests.
7. **Other Zoning Regulations:** The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as may be amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, the provisions of this Resolution will prevail.

RECOMMENDED ACTION:

Approve Resolution No. 77-2022.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 77-2022**

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO
AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE
PROPERTY CONSISTING OF LOT 13, BLOCK 1, RIVERHILL
LAS CASITAS ADDITION; AND MORE COMMONLY KNOWN AS
220 RIVERHILL CLUB, #13; SAID PROPERTY IS LOCATED
WITHIN A MEDIUM DENSITY RESIDENTIAL ZONING
DISTRICT (R-2); AND MAKING SAID PERMIT SUBJECT TO
CONDITIONS AND RESTRICTIONS**

WHEREAS, the owner of the property known as 220 Riverhill Club, #13 and depicted on the location map and site plan found at **Exhibit A** (the “Property”), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit (“CUP”) to authorize a short-term rental unit on the Property, which is located within a Medium Density Residential Zoning District (R-2); and

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

WHEREAS, City Council, in compliance with state law and the Zoning Code, and likewise having given the requisite notices and holding a public hearing on November 8, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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

SECTION ONE. A Conditional Use Permit is granted to permit the Property described as follows, and located within a Medium Density Residential Zoning District (R-2), to be developed and used for a Short-Term Rental Unit (“STRU”) as that term is defined in and pursuant to the Zoning Code, such use subject to the provisions of this Resolution and other City ordinances and regulations:

Legal Description: consisting of Lot 13, Block 1, out of the Riverhill Las Casitas Addition, and being depicted on the location map and site plan found at **Exhibit A**.

Address: 220 Riverhill Club, #13, Kerrville, TX 78028.

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

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

SECTION THREE. This Resolution and the CUP granted herein are subject to termination in accordance with the Zoning Code.

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

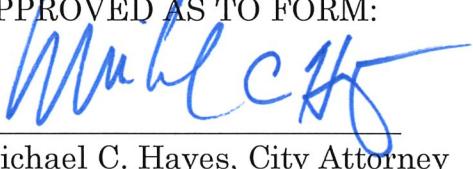
SECTION FIVE. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect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

SECTION SIX. This Resolution is effective upon adoption.

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

Judy Eychner, Mayor

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

ATTEST:


Shelley McElhannon, City Secretary



Location Map

Case # PZ-2022-047

Location:
220 Riverhill Club Ln #13

Legend

200' Notification Area
Subject Properties



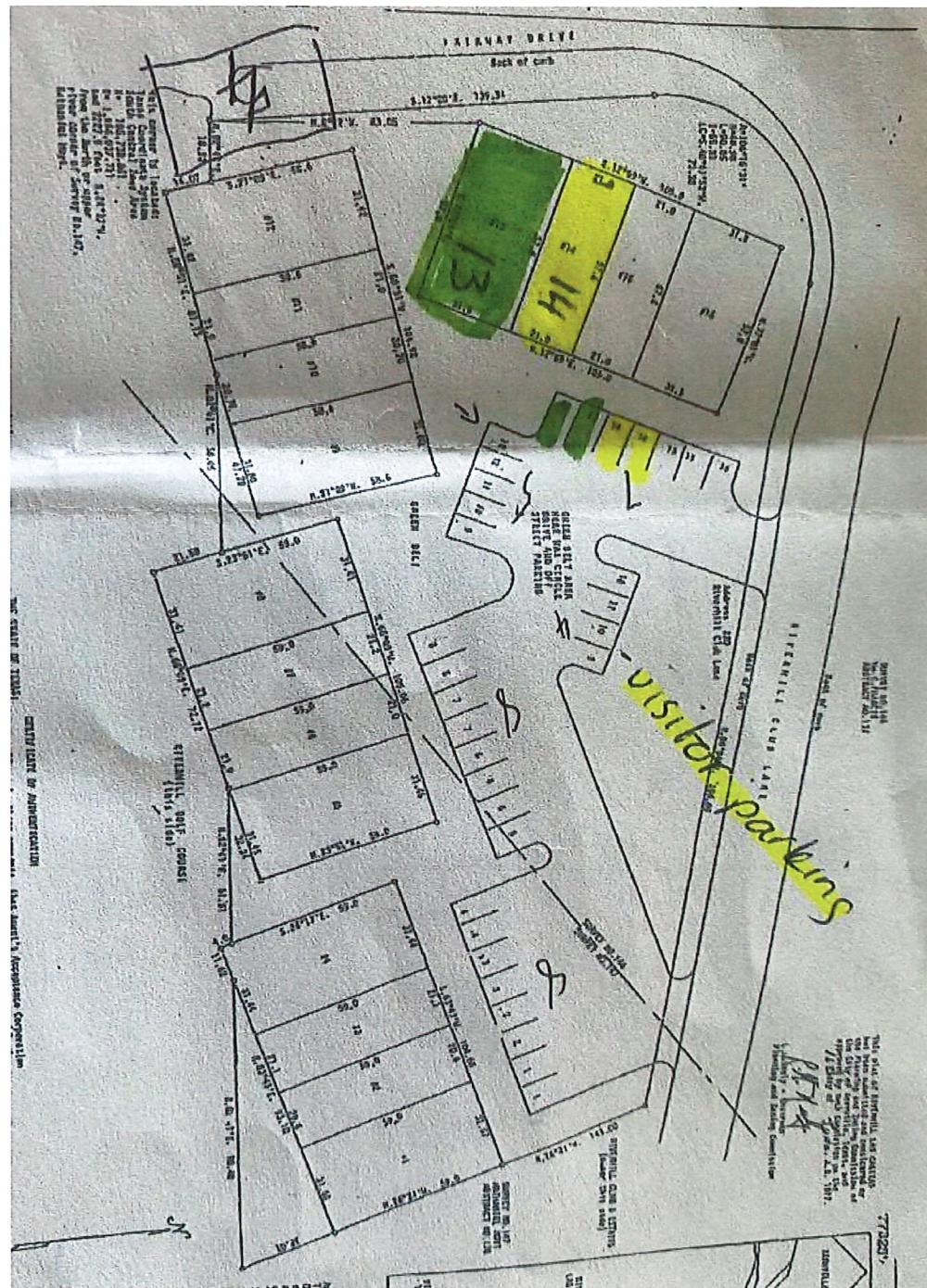
0 50 100 200

Scale In Feet

Case PZ-2022-47

220 Riverhill Club Lane #13 (shown in green)

CUP for STR – Two bedroom home with two designated parking spaces and additional visitor parking.





SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number 77-2022

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

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

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

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

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

Name: _____

Contact Number: _____

Thank you!

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

David J. Moir
1602, Quinlan Creek Dr.
Kerrville, Texas, 78028

October 5th 2022

Drew Paxton, AICP
Director of Planning & Development

Dear Sir,

I am totally in support of the following applications to allow a conditional use permit for short term rentals for the following cases.

Case # PZ-2022-050. 220. Riverhill Club Ln #5

Case # PZ-2022-049 220. Riverhill Club Ln #9

Case # PZ-2022-047 220. Riverhill Club Ln #13

Case # PZ-2022-048 220. Riverhill Club Ln #14

I actually own #9 and when my wife and I purchased it in 2011 it was because it could be offered for short term rental. I lost my wife in 2018.

Riverhill Country Club offers guests of both the Cottages and Casitas full access to the club facilities together with discounted golf rates for guests when stays are booked through them.

Whilst I do not rent out my Casita at present I would like to retain the permission to do so.

Yours Sincerely,



David J Moir

From: [Sullivan](#)
To: [Drew Paxton](#)
Cc: [Planning Division](#)
Subject: STR Public Hearing Oct 6th
Date: Thursday, September 29, 2022 11:33:21 AM

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

Drew, In followup to our phone conversation, please forward this email to all members of the Planning & Development Commission regarding:

Case # PZ-2022-047

Case # PZ-2022-048

Case # PZ-2022-049

Dear Sirs;

I am **strongly opposed** to THREE Short Term Rentals being allowed next to my single family home.

The developer, David Moir, has little concern for the residents or ambience of Riverhill. His motive is financial gain. In addition to unit #9, he purchased additional Casitas last summer, and now wants turn ALL of them into STR's. Moir wants to run a **business enterprise** in a long established residential neighborhood for the obvious benefits it would afford HIM (but not the neighborhood).

I wonder if any of you live in neighborhoods in danger of having its atmosphere diluted by STR's. It's a loss that can't be recouped.

You already approved Casita unit #12 to be an STR last June. It has a high intensity light like car dealerships that shines into my bedroom all night (despite blinds). When bikers rent #12, I wake to them starting their engines before sun-up. To allow #13, #14, & #9 to also be STR's would squeeze **FOUR** STR's into one tiny footprint! That is just too many. It's similar to the wing of a hotel. I do not want to live next to out-of-towners streaming in & out like at hotels on Sidney Baker Street.

My house in a residential neighborhood, and I want it to stay that way. What the city might gain in tourist tax revenue, it will gradually lose in decreased property values of homes that border STR's.

The Planning & Zoning Commission's mandate is for logical development and compliance with ordinances. Both those goals are at risk if you allow FOUR STR's to be crammed next to each other as with #12, #13, #14, & #9. It also removes opportunities for workforce housing on an ownership or leased basis.

Many elderly people reside in Riverhill. We become friends with our neighbors, and rely on each other to do errands, drive to doctor appointments or watch someone's house if away. You can't do that with strangers. Connecting with neighbors is very important to a person's quality of life. Please maintain this atmosphere in Riverhill.

Thank you,

Alice Sullivan

81 Terrace Lane (my home borders both Terrace Lane & Fairway Dr.)



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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 28, 2022

SUBMITTED BY: Drew Paxton, Development Services

EXHIBITS: [20221108_Reso 78-2022 CUP 220 Riverhill Club 14 STR.pdf](#)
[20221108_Letter in favor 220 Riverhill Club 14 - Moir.pdf](#)
[20221108_Letter opposed 220 Riverhill Club 14 - Sullivan.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:

Proposal: A resolution to allow a Conditional Use Permit for a Short Term Rental on Lot 14, Block 1, Riverhill Las Casitas; and more commonly known as 220 Riverhill Club Ln E #14, Kerrville, TX 78028.

Procedural Requirements: The City, in accordance with state law, mailed 21 letters on 9/22/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 9/15/2022. In addition, an informational sign was posted at the front of the property on 9/26/2022. At the time of drafting this Agenda Bill, one comment in opposition had been received.

Staff Analysis and Recommendation:

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-2 Medium density residential

Existing Land Use: Townhomes

Direction: North

Current Zoning: R-1 Single-family residential

Existing Land Uses: Vacant

Direction: South, West, East

Current Zoning: R-2 Medium density residential

Existing Land Uses: Townhomes, Duplexes, Single-family residential

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

Thoroughfare Plan: The subject property is located on a residential street.

Traffic Impact: No traffic impact is anticipated.

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

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

On October 6th, the Planning and Zoning Commission recommended the CUP for approval with a unanimous vote.

Proposed CUP Conditions for Short Term Rental

- Guest Notification:** The owner or operator of the Property shall post "Guest Notification" in a conspicuous place within the rental unit on the Property. Guest Notification is shown on the following page.
- Local Contact:** The owner or operator of the Property shall provide the City with contact information for a local representative, within approximately two hours distance.
- Occupancy Taxes:** The owner or operator of the Property shall comply with the City's occupancy tax requirements as found within Ch. 94, Division III, of the City's Code of Ordinances.
- Sign:** The Property may not use more than one non-illuminated, on-site sign, in conjunction with its Short Term Rental unit. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii)

freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceeding six square feet in size and three feet in height. Any such sign shall comply with the City's Sign Code.

5. **Minimum Off-Street Parking:** One space per bedroom, plus parking required for the manager, if living off-site.
6. **Maximum Occupancy:** The maximum occupancy for any Short Term Rental is ten (10) guests. Short term rental owner / operator may set occupancy limits at less than ten (10) guests, however, in no case shall occupancy limits exceed ten (10) guests.
7. **Other Zoning Regulations:** The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as may be amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, the provisions of this Resolution will prevail.

RECOMMENDED ACTION:

Approve Resolution No. 78-2022.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 78-2022**

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO
AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE
PROPERTY CONSISTING OF LOT 14, BLOCK 1, RIVERHILL
LAS CASITAS ADDITION; AND MORE COMMONLY KNOWN AS
220 RIVERHILL CLUB, #14; SAID PROPERTY IS LOCATED
WITHIN A MEDIUM DENSITY RESIDENTIAL ZONING
DISTRICT (R-2); AND MAKING SAID PERMIT SUBJECT TO
CONDITIONS AND RESTRICTIONS**

WHEREAS, the owner of the property known as 220 Riverhill Club, #14 and depicted on the location map and site plan found at **Exhibit A** (the “Property”), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit (“CUP”) to authorize a short-term rental unit on the Property, which is located within a Medium Density Residential Zoning District (R-2); and

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

WHEREAS, City Council, in compliance with state law and the Zoning Code, and likewise having given the requisite notices and holding a public hearing on November 8, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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

SECTION ONE. A Conditional Use Permit is granted to permit the Property described as follows, and located within a Medium Density Residential Zoning District (R-2), to be developed and used for a Short-Term Rental Unit (“STRU”) as that term is defined in and pursuant to the Zoning Code, such use subject to the provisions of this Resolution and other City ordinances and regulations:

Legal Description: consisting of Lot 14, Block 1, out of the Riverhill Las Casitas Addition, and being depicted on the location map and site plan found at **Exhibit A**.

Address: 220 Riverhill Club, #14, Kerrville, TX 78028.

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

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

SECTION THREE. This Resolution and the CUP granted herein are subject to termination in accordance with the Zoning Code.

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

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

SECTION SIX. This Resolution is effective upon adoption.

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

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Location Map

Case # PZ-2022-048

Location:
220 Riverhill Club Ln #14

Legend

200' Notification Area
Subject Properties



0 50 100 200

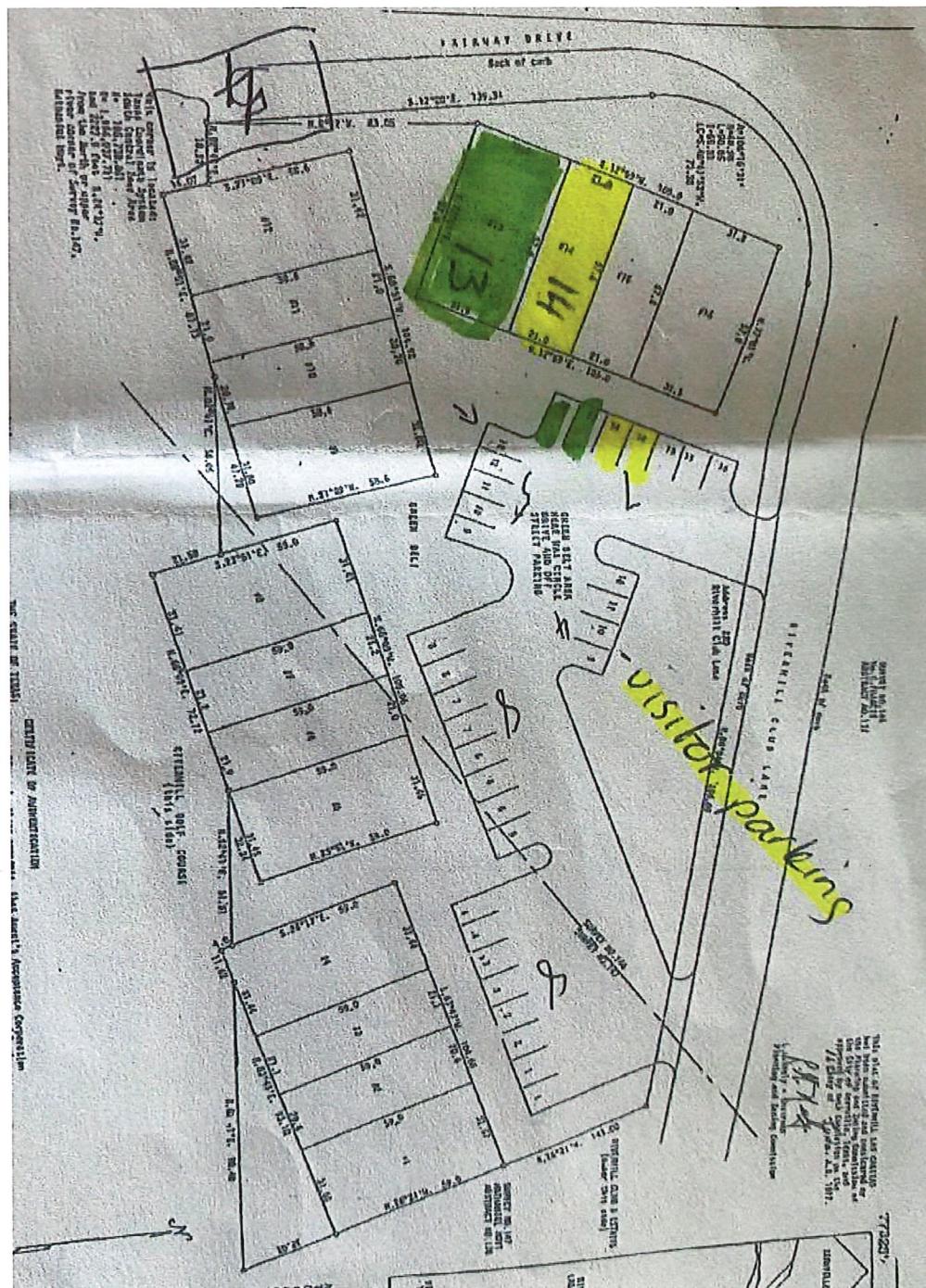
Scale In Feet

EXHIBIT A

Case PZ-2022-48

220 Riverhill Club Lane #14 (shown in yellow)

CUP for STR – Three bed home with two designated parking spaces and additional visitor parking.





SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number 78-2022

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

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

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

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

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

Name: _____

Contact Number: _____

Thank you!

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

David J. Moir
1602, Quinlan Creek Dr.
Kerrville, Texas, 78028

October 5th 2022

Drew Paxton, AICP
Director of Planning & Development

Dear Sir,

I am totally in support of the following applications to allow a conditional use permit for short term rentals for the following cases.

Case # PZ-2022-050. 220. Riverhill Club Ln #5

Case # PZ-2022-049 220. Riverhill Club Ln #9

Case # PZ-2022-047 220. Riverhill Club Ln #13

Case # PZ-2022-048 220. Riverhill Club Ln #14

I actually own #9 and when my wife and I purchased it in 2011 it was because it could be offered for short term rental. I lost my wife in 2018.

Riverhill Country Club offers guests of both the Cottages and Casitas full access to the club facilities together with discounted golf rates for guests when stays are booked through them.

Whilst I do not rent out my Casita at present I would like to retain the permission to do so.

Yours Sincerely,



David J Moir

From: [Sullivan](#)
To: [Drew Paxton](#)
Cc: [Planning Division](#)
Subject: STR Public Hearing Oct 6th
Date: Thursday, September 29, 2022 11:33:21 AM

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

Drew, In followup to our phone conversation, please forward this email to all members of the Planning & Development Commission regarding:

Case # PZ-2022-047

Case # PZ-2022-048

Case # PZ-2022-049

Dear Sirs;

I am **strongly opposed** to THREE Short Term Rentals being allowed next to my single family home.

The developer, David Moir, has little concern for the residents or ambience of Riverhill. His motive is financial gain. In addition to unit #9, he purchased additional Casitas last summer, and now wants turn ALL of them into STR's. Moir wants to run a **business enterprise** in a long established residential neighborhood for the obvious benefits it would afford HIM (but not the neighborhood).

I wonder if any of you live in neighborhoods in danger of having its atmosphere diluted by STR's. It's a loss that can't be recouped.

You already approved Casita unit #12 to be an STR last June. It has a high intensity light like car dealerships that shines into my bedroom all night (despite blinds). When bikers rent #12, I wake to them starting their engines before sun-up. To allow #13, #14, & #9 to also be STR's would squeeze **FOUR** STR's into one tiny footprint! That is just too many. It's similar to the wing of a hotel. I do not want to live next to out-of-towners streaming in & out like at hotels on Sidney Baker Street.

My house in a residential neighborhood, and I want it to stay that way. What the city might gain in tourist tax revenue, it will gradually lose in decreased property values of homes that border STR's.

The Planning & Zoning Commission's mandate is for logical development and compliance with ordinances. Both those goals are at risk if you allow FOUR STR's to be crammed next to each other as with #12, #13, #14, & #9. It also removes opportunities for workforce housing on an ownership or leased basis.

Many elderly people reside in Riverhill. We become friends with our neighbors, and rely on each other to do errands, drive to doctor appointments or watch someone's house if away. You can't do that with strangers. Connecting with neighbors is very important to a person's quality of life. Please maintain this atmosphere in Riverhill.

Thank you,
Alice Sullivan
81 Terrace Lane (my home borders both Terrace Lane & Fairway Dr.)



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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 28, 2022

SUBMITTED BY: Drew Paxton, Development Services

EXHIBITS: [20221108_Reso 79-2022 CUP 2324 Trails End STR.pdf](#)
[20221108_Letter in favor 2324 Trails End - Uttrich.pdf](#)
[20221108_Letters opposed 2324 Trails End - Calmes Wilson.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:

Proposal: A resolution to allow a Conditional Use Permit for a Short Term Rental on Lot 13, Block 3, MESA PARK; and more commonly known as 2324 Trails End Ln N, Kerrville, TX 78028.

Procedural Requirements: The City, in accordance with state law, mailed 20 letters on 9/22/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 9/15/2022. In addition, an informational sign was posted at the front of the property on 9/26/2022. At the time of drafting this Agenda Bill, two comments had been received, one in favor and one opposed.

Staff Analysis and Recommendation:

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-1 Single-Family Residential

Existing Land Use: Single-family residential

Direction: North, South, West

Current Zoning: R-1 Single-Family Residential

Existing Land Uses: Single-family residential

Direction: East

Current Zoning: R-3 Multifamily Residential

Existing Land Uses: Apartments

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

Thoroughfare Plan: The subject property is located on a residential street.

Traffic Impact: No traffic impact is anticipated.

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

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

On October 6th, the Planning and Zoning Commission recommended denial of the CUP with a 6-1 vote.

Proposed CUP Conditions for Short Term Rental:

1. **Guest Notification:** The owner or operator of the Property shall post "Guest Notification" in a conspicuous place within the rental unit on the Property. Guest Notification is shown on the following page.
2. **Local Contact:** The owner or operator of the Property shall provide the City with contact information for a local representative, within approximately two hours distance.
3. **Occupancy Taxes:** The owner or operator of the Property shall comply with the City's occupancy tax requirements as found within Ch. 94, Division III, of the City's Code of Ordinances.
4. **Sign:** The Property may not use more than one non-illuminated, on-site sign, in conjunction with its Short Term Rental unit. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii)

freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceeding six square feet in size and three feet in height. Any such sign shall comply with the City's Sign Code.

5. **Minimum Off-Street Parking:** One space per bedroom, plus parking required for the manager, if living off-site.
6. **Maximum Occupancy:** The maximum occupancy for any Short Term Rental is ten (10) guests. Short term rental owner / operator may set occupancy limits at less than ten (10) guests, however, in no case shall occupancy limits exceed ten (10) guests.
7. **Other Zoning Regulations:** The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as may be amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, the provisions of this Resolution will prevail.

RECOMMENDED ACTION:

Approve Resolution No. 79-2022.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 79-2022**

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO
AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE
PROPERTY CONSISTING OF LOT 13, BLOCK 3, MESA PARK
SUBDIVISION, PHASE 1; AND MORE COMMONLY KNOWN AS
2324 TRAILS END; SAID PROPERTY IS LOCATED WITHIN A
SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1); AND
MAKING SAID PERMIT SUBJECT TO CONDITIONS AND
RESTRICTIONS**

WHEREAS, the owner of the property known as 2324 Trails End and depicted on the location map and site plan found at **Exhibit A** (the “Property”), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit (“CUP”) to authorize a short-term rental unit on the Property, which is located within a Single-Family Residential Zoning District (R-1); and

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

WHEREAS, City Council, in compliance with state law and the Zoning Code, and likewise having given the requisite notices and holding a public hearing on November 8, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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

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

Legal Description: consisting of Lot 13, Block 3, out of the Mesa Park Subdivision, Phase 1, and being depicted on the location map and site plan at **Exhibit A**.

Address: 2324 Trails End, Kerrville, TX 78028.

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

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

SECTION THREE. This Resolution and the CUP granted herein are subject to termination in accordance with the Zoning Code.

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

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

SECTION SIX. This Resolution is effective upon adoption.

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

Judy Eychner, Mayor

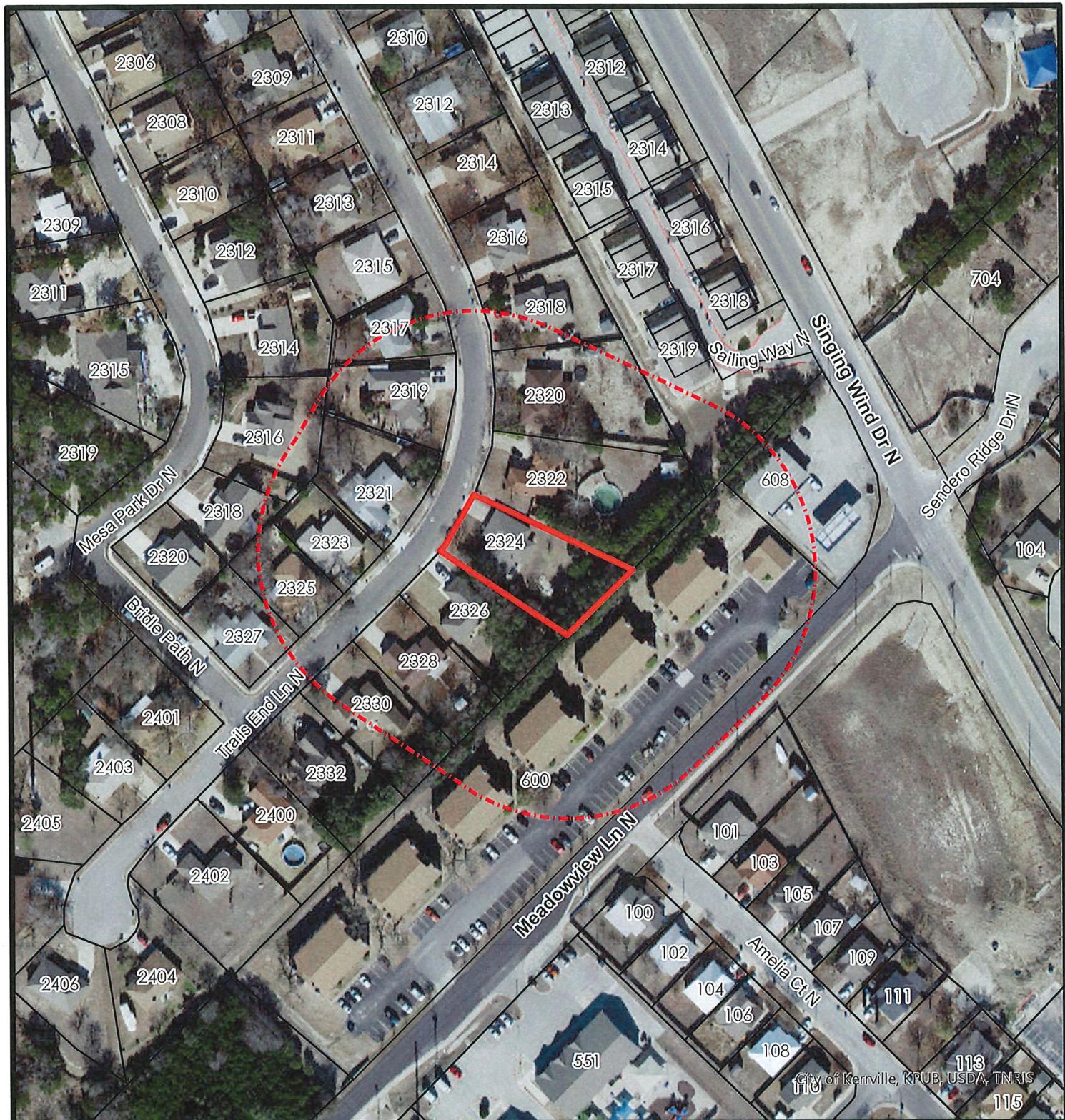
APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Location Map

Case # PZ-2022-058

Location:
2324 Trails End Ln

Legend

200' Notification Area Subject Properties

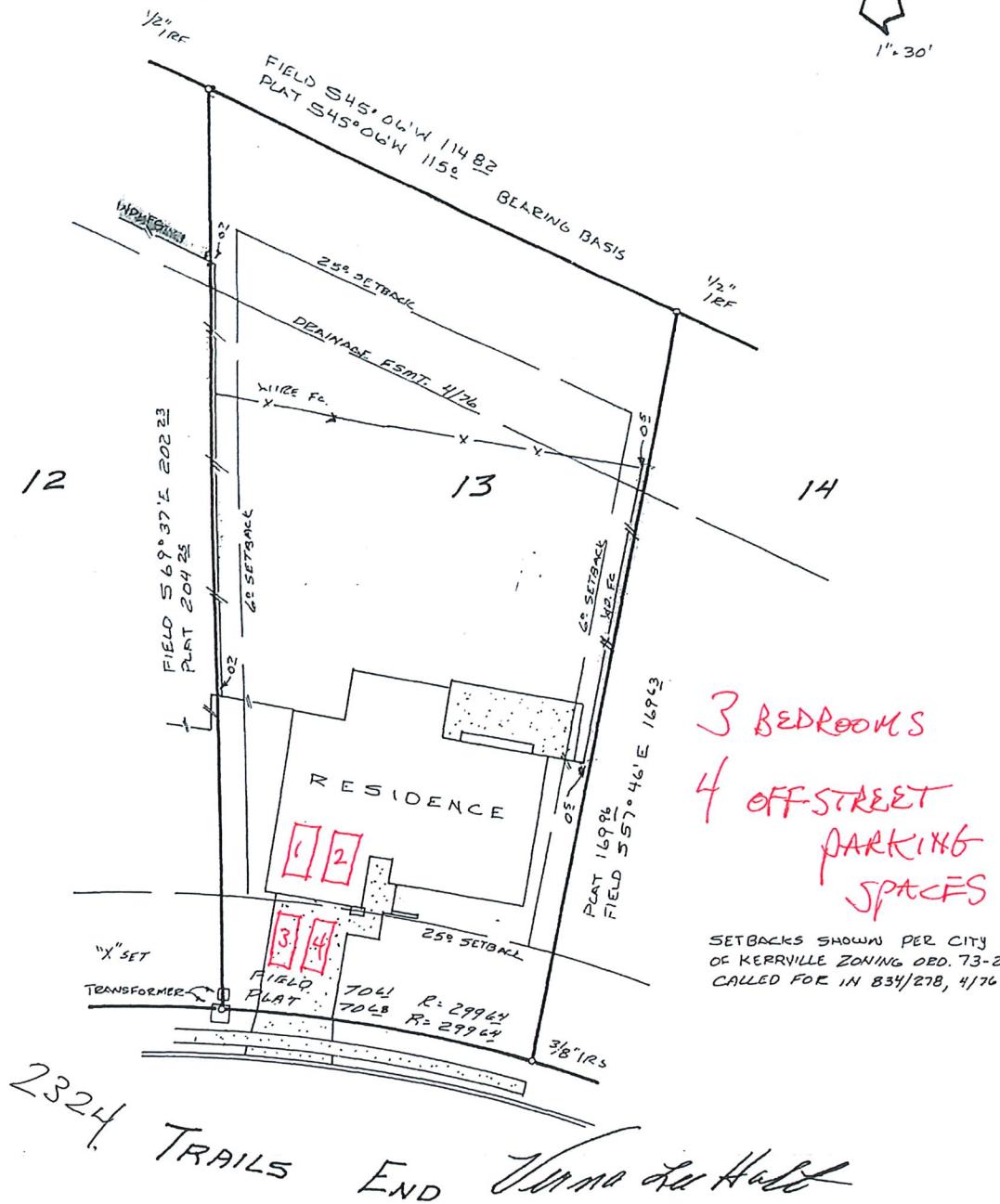


0 50 100 200

Scale In Feet

EXHIBIT A

1" = 30'



Restrictions: V4/P76 Plat Records
 V834/P278 Real Property Records
 V205/P357 Deed Records

Also see:
 V52/P38 Deed Records

Lot 13, Block 3, Mesa Park Subdivision Phase I, recorded in Vol. 4, Pg. 76, Plat Records of Kerr County, Texas
 Street Address: 2324 Trails End Buyer: Verna Lee Holt
 Survey for Fidelity Abstract & Title Co., reference GF#031145F
 The above referenced property, as plotted on my map, is located in Zone X according to the National Flood Insurance Program as defined by F.E.M.A.; Kerr County, Texas; Flood Hazard Boundary Map Number 48265C0260E, dated July 19, 2000.
 Zone AE = 100 year flood zone Zone X = determined to be outside 500 year flood Zone X-shaded=area of 500 year flood

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, 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 ADJOINING PROPERTY AND THAT ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS SHOWN ABOVE.

T. CAFFAL LAND SURVEYOR

Registered Professional Land Surveyor

P.O. Box 291566

Kerrville, Texas 78029-1566

1-800-435-1360

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Thomas Caffal, R.P.L.S.
 Texas Reg. No. 4667

Date 5/1/2004



SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number 79-2022

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

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

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

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

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

Name: _____

Contact Number: _____

Thank you!

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

From: Heidi Uttrich
To: Planning Division
Subject: Public Hearing Planning/Zoning - Case PZ-2022-58
Date: Thursday, September 29, 2022 6:50:16 AM

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

To Whom it May Concern -

Case Number: PZ-2022-58

My Property Address: 2326 Trails End Ln, Kerrville, TX 78028

My Name: Heidi M. Uttrich

My Position: Support Approval Conditional Use Permit for Short Term Rental on Lot 13, Block 3, Mesa Park: 2324 Trails End Ln

As the property owner next door to the property in question, I support approval to allow a Conditional Use Permit for a Short Term Rental.

Our experience with STR property has always been favorable. In speaking with the owner of this property, they are respectable people with a 100% regard for their surrounding neighbors. I have no concern with their plans for short term rentals.

I find those who oppose this are hypocrites, especially those that own property but lease to long term renters.

Regards,

Heidi Uttrich
2326 Trails End/78028
210-317-6116
huttrich@gmail.com

From: [Joseph Calmes](#)
To: [Planning Division](#)
Subject: Proposed Short Term Rental - 2324 Trails End Ln N
Date: Thursday, September 29, 2022 4:31:57 PM

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

Case no: PZ-2022-58

Our name: Joseph & Mary Lee Calmes

Our Property Address: 2317 Trails End Lane

Our position: Opposed

My wife and I own the house at 2317 Trails End which is within 200 feet of the house which is the subject of the proposed Conditional Use Permit. It is an investment property for us as we lease it as a long term rental with one year minimum periods. Despite the fact that we might realize more income from the property were we to convert it to a short term rental, we do not feel that short term rentals are in the best interests of either the immediate neighborhood or of the City of Kerrville. Therefore, we are opposed to the Conditional Use Permit.

Some of the negative impacts of STRs are as follows:

- Less housing available for long term renters, as long term rentals convert to short term rentals
- Causes increase in rent to the local area
- Loss of actual neighbors, potential families
- Increase in transient people, which can affect safety in the neighborhood
- Loud parties can be a significant issue
- Short term rentals are not taxed like hotel industries, and therefore Kerrville loses out on tax dollars that could be re-invested into the community

The following are two well done articles which detail some of the various problems with STRs:

<https://granicus.com/blog/six-ways-that-short-term-vacation-rentals-are-impacting-communities/>

<https://mrsc.org/Home/Stay-Informed/MRSC-Insight/December-2021/Affordable-Housing-and-the-Impact-of-Short-Term-Re.aspx>

In my opinion, the most detrimental impact of STRs in Kerrville would be the loss of affordable long term housing, which is already in short supply.

Very truly yours,

Joseph C. Calmes

From: [Jerry Wilson](#)
To: [Planning Division](#)
Subject: Attention: Drew Paxton - Regarding Short Term Rental Hearing
Date: Wednesday, September 28, 2022 9:30:02 PM

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

Mr. Paxton:
Regarding: 2324 Trails End Lane, Kerrville, TX

May I respond to the STR application for 2324 Trails End. As the owner of the property at 2324 Trails End, which is within 200 ft of the property in question, I am opposed to granting the application for the property to be used as a Short Term Rental. There are several reasons to be opposed the most significant of which is each STR occurring in Kerrville takes a home off the market for residence of Kerrville. Homes of this kind are very needed at this time. This Trails End neighborhood is a mid-priced family neighborhood of which our city is in short supply. Secondly, I've seen other nearby communities, similar to Kerrville, which now have a large percentage of STR's, making available housing almost impossible to find and when found is very expensive. I know several school teachers in that city who must live in Kerrville and drive 45 miles round trip each school day in order to have affordable housing. I don't believe Kerrville wants our community to have those problems.

As such I would like to express my opposition to 2324 Trails End become a Short Term Rental.

Thank you,

Jerry Wilson, President
Don Rose Holdings, LLC

Case no: PZ-2022-58
Owner of record: Don Rose Holdings, LLC
Jerry Wilson, President
Property Address: 2325 Trails End Lane
Position: Opposed



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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 28, 2022

SUBMITTED BY: Drew Paxton, Development Services

EXHIBITS: [20221108_Ord 2022-32 Annex Zone 5269 State Hwy 27.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:

Proposal: An ordinance to annex into the City of Kerrville's incorporated limits with a zoning classification of IM Industrial and Manufacturing on an 11.93 acre parcel comprised of approximately 8.93 acres out of the F. Rodriguez Survey No. 72, Abstract No. 280, and 2.99 acres out of the O.V. Robinson Survey No. 44, Abstract No. 282, part of a certain 172.58 acre tract described in Special Warranty Deed with Vendor's Lien, File No. 20-06214, Deed of Records of Kerr County, Texas; and more commonly known as 5269 HWY 27, Kerrville, TX 78028. (Case No. PZ-2022-34)

Procedural Requirements: The City, in accordance with state law, mailed 11 letters on 7/21/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 7/14/2022.

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

Staff Analysis and Recommendation:

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: N/A County/ETJ

Existing Land Use: Vacant Land

Direction: North

Current Zoning: IM Industrial and Manufacturing

Existing Land Uses: industrial manufacturing

Direction: South

Current Zoning: N/A County/ETJ

Existing Land Uses: aggregate production facility

Direction: East

Current Zoning: PDD for the Airport Commerce Park

Existing Land Uses: industrial, commercial, and vacant land

Direction: West

Current Zoning: N/A County/ETJ

Existing Land Uses: vacant land

Consistency with the Kerrville 2050 Comprehensive Plan (“Comp Plan”): The subject property is within the Strategic Catalyst Area #11, surrounding the airport and Highway 27 corridor. Strategic Catalyst Area 11 lies on the southeastern fringe of the city. It is characterized by its most obvious and unique asset: the Kerrville Municipal Airport. Future growth will capitalize on the airport and its industrial space while keeping a careful eye on the effect of these activities on nearby neighborhoods. Heavy Commercial and light industrial are allowable place types within this catalyst area. Agriculture and Outdoor Tourism place types are most appropriate south of SH27, near the Guadalupe River. Heavy Commercial - Light Industrial uses are best adjacent to the airport. Developments should be sensitive to their proximity to the Guadalupe River; additional buffering may be required.

This location is south of Highway 27, surrounded by existing industrial uses. Although the catalyst area description recommends Ag and tourism uses on the south side of the river, this was written before two major TCEQ permits were issued for industrial uses outside the city limits. This property has already received the TCEQ permit for the concrete batch plant.

One of the adjacent properties has received its permit from TCEQ for aggregate production operations. Taking into account the existing industrial uses, this property should also be used as industrial.

Thoroughfare Plan: The subject property is located on Highway 27.

Traffic Impact: Future traffic impacts of the future development will be reviewed through TxDOT.

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

Case Summary: The applicant is requesting that the City annex the property with a zoning of IM, Industrial and Manufacturing. Consistent with the Future Land Use Plan, this use is near the airport with direct access to highway 27.

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

On August 4th, the Planning and Zoning Commission recommended the annexation and zoning for approval with a unanimous vote.

RECOMMENDED ACTION:

Approve Ordinance No. 2022-32 on first reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2022-32**

AN ORDINANCE ANNEXING A TRACT OF LAND INTO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS; SUCH PROPERTY MAKING UP APPROXIMATELY 11.93 ACRES AND GENERALLY LOCATED SOUTH OF THE INTERSECTION OF STATE HIGHWAY 27 AND COLVIN RANCH RD.; MORE COMMONLY KNOWN AS 5269 STATE HIGHWAY 27; SUCH PROPERTY MORE SPECIFICALLY DESCRIBED IN THIS ORDINANCE AND BEING LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF AND ADJACENT TO THE CITY LIMITS; ADOPTING A SERVICE AGREEMENT; ESTABLISHING THE ZONING FOR THE ANNEXED PROPERTY AS AN INDUSTRIAL AND MANUFACTURING (IM) ZONING DISTRICT; AND PROVIDING OTHER MATTERS RELATING TO THIS SUBJECT

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

WHEREAS, the land to be annexed makes up a total of approximately 11.93 acres, as more specifically described below (the “Property”); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

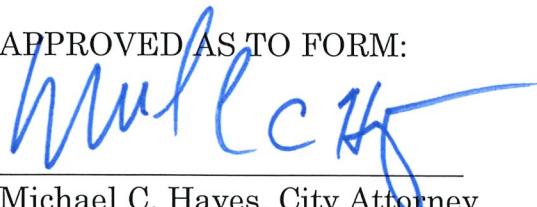
SECTION NINE. POST ANNEXATION ACTIONS. The City Manager or designee shall provide a certified copy of this Ordinance to the Texas Secretary of State, Kerr County, and Kerr Central Appraisal District and any other entity as may be required.

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

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

Judy Eychner, Mayor

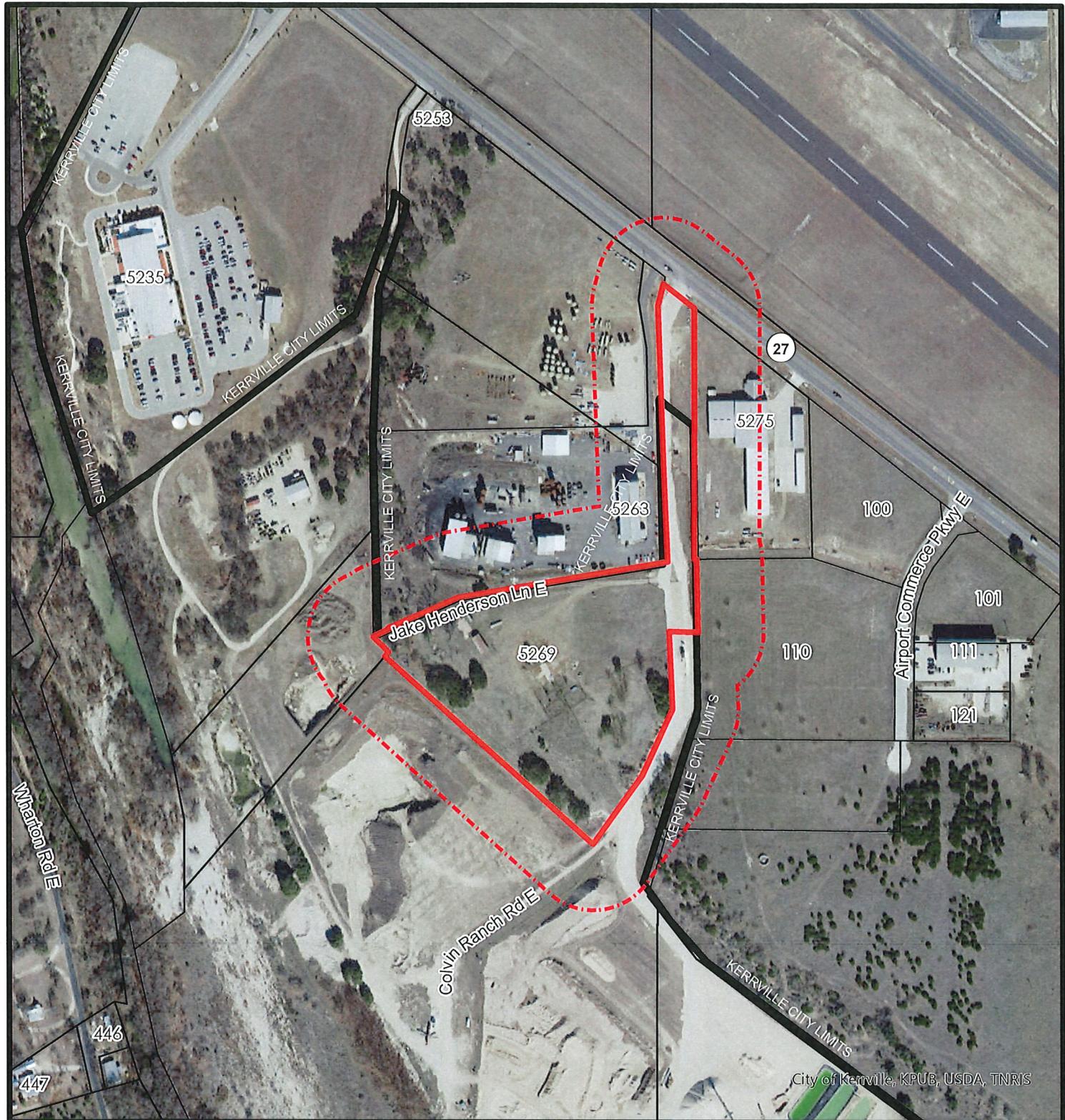
APPROVED AS TO FORM:

A blue ink signature of Michael C. Hayes.

Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Location Map

Case # PZ-2022-034

Location:
5269 Highway 27

Legend
200' Notification Area
Subject Properties

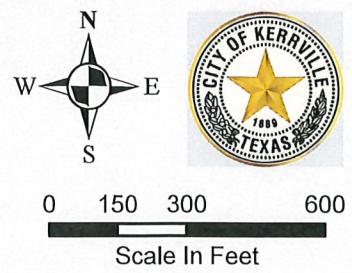


EXHIBIT "A"

FIELD NOTE DESCRIPTION OF A 11.93 ACRE TRACT
BEING A PORTION OF A 172.58 ACRE TRACT
WITHIN THE F. RODRIGUEZ SURVEY No. 72, ABSTRACT No. 280
AND THE O.V. ROBINSON SURVEY No. 44, ABSTRACT No. 282
KERR COUNTY, TEXAS

Being an 11.93 acre portion of that certain 172.58 acre tract out of original survey number 44, abstract number 282 and original survey number 72, abstract number 280 according to the Special Warranty Deed with Vendor's Lien filed as Document Number 20-06214, Deed Records of Kerr County, Texas; more particularly described by its metes and bounds as follows:

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

BEGINNING at a $\frac{1}{2}$ inch diameter steel rod found on the southwesterly Right-of-Way of Texas State Highway No. 27 marking the northerly most corner of that certain 5.0 acre tract or parcel of S. Chapman as conveyed by the deed filed in Volume 1189, Page 80, Official Public Records of Kerr County, Texas being the northeasterly most corner of the herein described tract;

THENCE southerly along and with a barbed wire fence along the westerly line of said 5.0 acre tract, $500^{\circ}54'18"E$ at 760.85 feet ($500^{\circ}53'59"E$, 760.99 feet) to a $\frac{1}{2}$ inch diameter steel rod with plastic cap marked "Voelkel" found marking the southwest corner of said 5.0 acre tract identical to the northwest corner of Lot 2R, Block 1, "Kerrville Airport Commerce Park Phase I" according to the document filed in Volume 1427, Page 481, Official Public Records of Kerr County, Texas for an angle in the east line of the herein described tract;

THENCE continuing southerly with said wire fence along the west line of said Lot 2R, $500^{\circ}54'09"E$, ($500^{\circ}53'59"E$) 240.24 feet to a $\frac{5}{8}$ inch diameter steel rod with cap stamped "WES RPLS 5907" set in the fence marking the southeast corner of the herein described tract;

THENCE westerly across open ground, $S89^{\circ}05'51"W$, at 99.26 feet pass a $\frac{5}{8}$ inch diameter steel rod with cap stamped "WES RPLS 5907" set marking the southwest corner of a variable width easement, continuing in total 109.18 feet to a $\frac{5}{8}$ inch diameter steel rod with cap stamped "WES RPLS 5907" marking a reentrant corner in the herein described tract;

THENCE southerly along the west side of a wire fence more or less parallel, $S01^{\circ}28'12"E$, 220.64 feet to a $\frac{5}{8}$ inch diameter steel rod with cap stamped "WES RPLS 5907" set marking an angle point in the east line of the herein described tract;

THENCE southwesterly continuing more or less along the west side of said fence, $S17^{\circ}44'50"W$, 202.67 feet to a $\frac{5}{8}$ inch diameter steel rod with cap stamped "WES RPLS 5907" set marking an angle point in the southeast line of the herein described tract;

THENCE continuing southwesterly more or less along the west side of said fence, $S29^{\circ}47'59"W$, 109.09 feet to a $\frac{5}{8}$ inch diameter steel rod with cap stamped "WES RPLS 5907" set marking an angle point in the southeast line of the herein described tract;

WELLBORN ENGINEERING & SURVEYING	TBPLS FIRM NO. 10194410 PHONE: 830.217.7100 WWW.WELLBORNENGINEERING.COM	631 WATER STREET KERRVILLE, TX 78028
---	--	---

THENCE southwesterly continuing more or less along the said fence, converging with said fence line, S34°42'07"W, 149.93 feet to a 5/8 inch diameter steel rod with cap stamped "WES RPLS 5907" set marking the southerly most corner of the herein described tract;

THENCE northwesterly along a barbed wire fence, N48°25'48"W, 841.18 feet to a 1/2 inch diameter steel rod with plastic cap marked "Voelkel" found at a point of intersection with the southeast line of that certain 6.21 acre tract or parcel of J. Roundtree identified as "Tract II" according to the deed filed in Volume 1742, Page 856, Official Public Records of Kerr County, Texas identical to the south-southwest corner of the herein described tract;

THENCE northeasterly between said "Tract II" and the herein described tract, N41°42'39"E, 18.53 feet to a 1/2 inch diameter steel rod with plastic cap marked "Voelkel" found marking the northeast corner of said "Tract II" for an angle point in the common boundary line;

THENCE with a barbed wire fence, N48°20'50"W, 47.96 feet (*N48°33'33"W, 47.76 feet*) to a 2 inch diameter steel fence post marking an angle point in said common boundary;

THENCE continuing with the said fence, N36°19'23"W, 16.84 feet (*N36°00'24"W, 16.73 feet*) to a 3 inch diameter steel fence post marking an angle point in said "Tract II" identical to the southwesterly corner of that certain 10.43 acre tract of Fox Tank according to the deed filed as Document Number 12-2266, Official Public Records of Kerr County, Texas being the southwesterly most corner of the herein described tract;

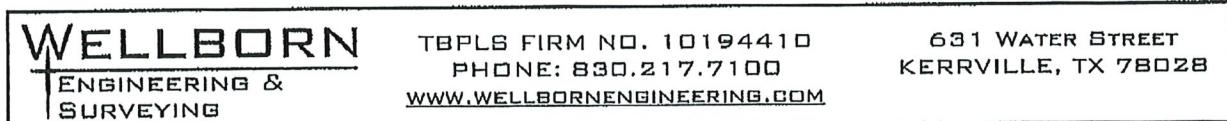
THENCE northeasterly along a barbed wire fence between said 10.43 acre tract and the herein described tract, N65°50'56"E, 266.25 feet (*N65°51'11"E, 266.34 feet*) to a 3 inch diameter steel fence post marking an angle point in the common boundary between said tracts;

THENCE continuing along the said fence between said tracts, N79°41'38"E, 80.61 feet (*N79°49'06"E, 80.75 feet*) to a 3 inch diameter steel fence post marking an angle point in the common boundary between said tracts;

THENCE continuing along the said fence between said tracts, N80°29'03"E, 549.56 feet (*N80°30'24"E, 549.70 feet*) to a 3 inch diameter steel fence post marking the southeasterly corner of said 10.43 acre tract for an angle point in the west boundary of the herein described tract;

THENCE continuing northerly along and with said barbed wire fence on the east line of said 10.43 acre tract, N01°11'19"W, 748.77 feet (*N01°14'33"W, 749.19 feet*) to a 1/2 inch diameter steel rod with plastic cap marked "Voelkel" found in said fence marking an angle point in the common line between said 172.58 acre tract and said 10.43 acre tract for an angle point in the herein described tract;

THENCE leaving said fence between said 10.43 acre tract and said 172.58 acre tract, N36°37'13"E, 45.54 feet, (*N36°14'16"E, 45.65 feet*) to a 1/2 inch diameter steel rod with plastic cap marked "Voelkel" found marking an angle point in the said common boundary for an angle point in the herein described tract;



THENCE northeasterly continuing between said parcels, N23°54'33" E, 62.09 feet, (N23°57'41" E, 62.09 feet) to a ½ inch diameter steel rod with plastic cap marked "Voelkel" found on the said southwest Right-of-Way of Texas State Highway 27 marking the northeasterly most corner of said 10.43 acre tract identical to the northerly most corner of said 172.58 acre tract for the northerly most corner of the herein described tract;

THENCE southeasterly along the said southwest Right-of-Way of Texas State Highway 27, S52°14'18" E, 64.26 feet, (S52°15'24" E, 64.26 feet) to the POINT of BEGINNING, the whole of which contains 11.93 acres more or less.

Based upon a survey conducted on the ground
Under my direction and supervision October 9, 2020



Dated: 12/29/2021

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



WELLBORN
ENGINEERING &
SURVEYING

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

631 WATER STREET
KERRVILLE, TX 78028

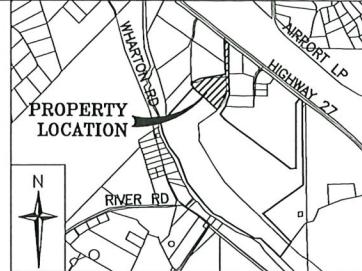
FIELD NOTES 11.93 ACRE PART OF A 172.58 ACRE TRACT KERR CO.

* LEGEND *

- FOUND 1/2" STEEL ROD W/CAP "VOELKEL"
- FOUND FENCE CORNER AS NOTED
- SET 5/8" STEEL ROD W/CAP "WES RPLS 5907"
- PP^o UTILITY POLE

(COURSE VALUE PER DEED FILE NO. 16-6027 O.P.R.K.C.T.

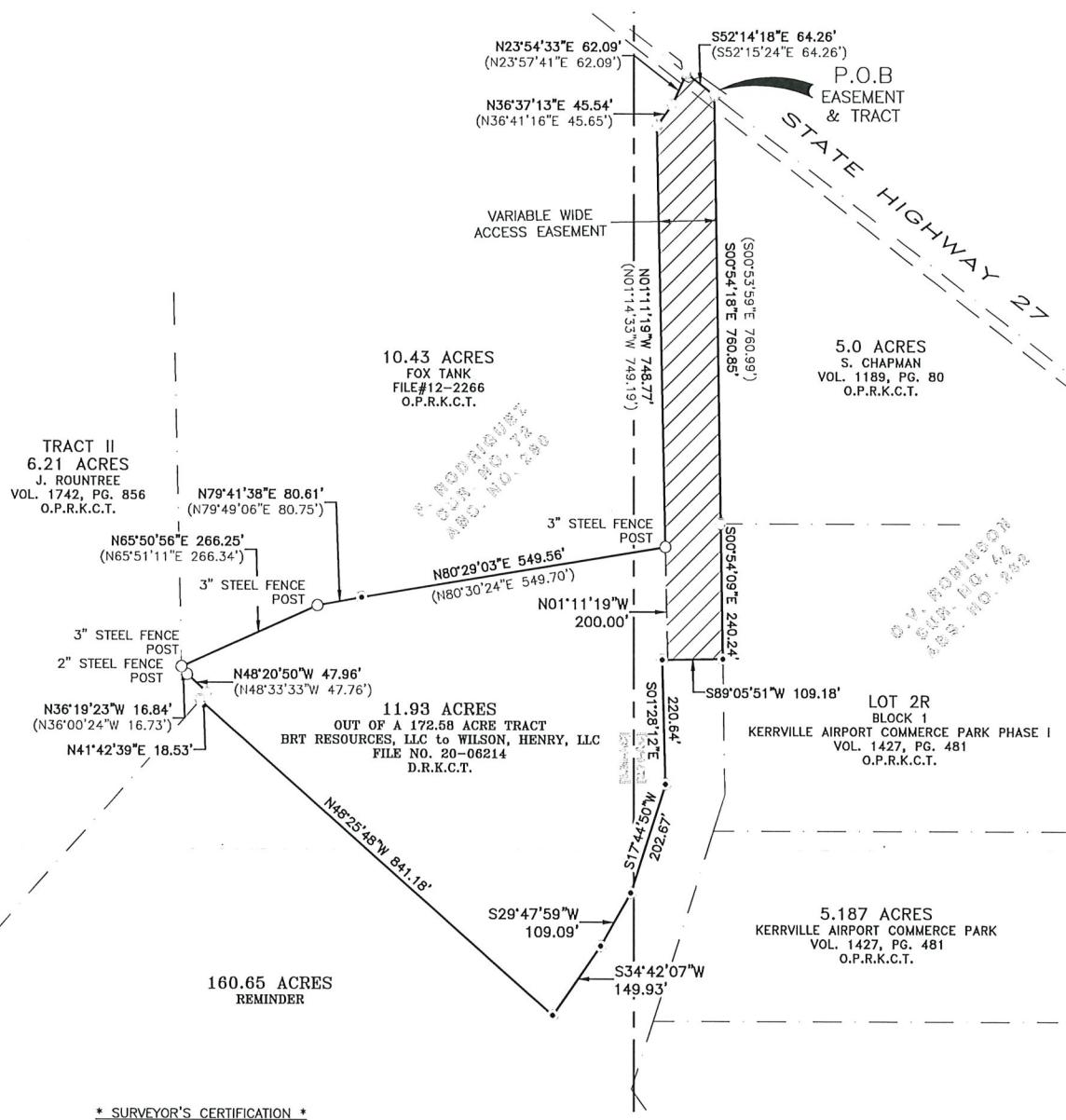
PROPERTY LINE	—	—	—
ADJOINER LOT LINE	—	—	—
EASEMENT LINE	—	—	—
ORIGINAL SURVEY LINE	—	—	—



VICINITY MAP

1" = 3000'

SCALE: 1"=200'



*** SURVEYOR'S CERTIFICATION ***

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED AND REGISTERED IN THE STATE OF TEXAS, AND THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT ALL DIMENSIONAL DETAILS AND RELATIVE BEARINGS ARE CORRECT AS SHOWN, ALL EASEMENTS AND RIGHTS OF WAY OF RECORD ARE AS SHOWN, AND THERE ARE NO ENCROACHMENTS OR OVERLAPS OF IMPROVEMENTS, EXCEPT AS NOTED HEREON.

DATED: DECEMBER 28, 2021



R. Scott McClintock, Sr., R.P.L.S.
Registration No. 5907



WELLBORN
ENGINEERING &
SURVEYING

BOUNDARY SURVEY

A 11.93 ACRE PARCEL
COMPRISED OF APPROXIMATELY 8.93 ACRES OUT OF
THE F. RODRIGUEZ SURVEY NO. 72, ABSTRACT NO.
280, AND 2.99 ACRES OUT OF THE O.V. ROBINSON
SURVEY NO. 44, ABSTRACT 282, PART OF A CERTAIN
172.58 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY
DEED WITH VENDOR'S FILE NUMBER 20-06214, DEED
RECORDS OF KFRR COUNTY, TEXAS

631 WATER STREET KERRVILLE, TX 78028 830-217-7100		wellbornengineering.com FIRM # 10194410 T.B.P.E.L.S.		
PROJECT: WES: 20-139	SCALE: 1" = 200'	FIELD: JSM	DRAFTING: JSM	CHECKED: RSM
LAST FIELD VISIT: 04-27-2021 LAST DRAFT REVISION: 12-28-2021			SHEET NO. 1 of 1	

EXHIBIT B

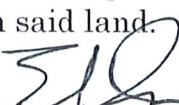
PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

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.

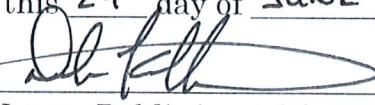
Signed: 

THE STATE OF TEXAS

COUNTY OF KERR

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

Given under my hand and seal of office, this 24 day of June, 2022.


Notary Public in and for
Kerr County, Texas

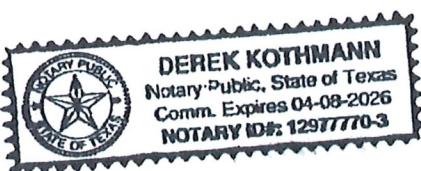


EXHIBIT C
ANNEXATION SERVICE PLAN

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

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

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

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
	<p>2. Routine maintenance of public streets and rights-of-way performed within the City.</p> <p>3. Street sweeping services may occur based upon need and funding.</p> <p>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.</p>	
Solid Waste Collection	Solid Waste collection to the annexed area will be provided on the same basis and at the same level as provided throughout the City, in accordance with applicable law.	Immediately following annexation
Traffic Engineering	Traffic control devices and street markers shall be installed where deemed necessary by the City street department, except as provided by the Texas Department of Transportation.	Immediately following annexation

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

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



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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** November 1, 2022

SUBMITTED BY: Guillermo Garcia, Development Services

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? Yes

Key Priority Area E - Economic Development

Guiding Principle N/A

Action Item E1.6 - Increase the involvement of private businesses in the economic development process

SUMMARY STATEMENT:

On September 27, 2022, City Council appointed an Ad Hoc Short-Term Rental Committee for the purpose of identifying various issues as to the operation of short-term rentals within the City; and review appropriate regulations, permitting requirements, visitor/renter safety, and impact in residential neighborhoods.

The Committee met multiple times on a weekly basis over the month of October, ultimately coming to general consensus on a draft Ordinance that is also on the City Council's agenda.

RECOMMENDED ACTION:

Receive Committee report from Chair Layng Guerriero.



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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 31, 2022

SUBMITTED BY: Drew Paxton, Development Services

EXHIBITS: [*20221108_Ord 2022-30 redlined draft STR.pdf*](#)
[*20221108_Ord 2022-30 draft STR.pdf*](#)

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Along with the Zoning Code Amendment, City Council, with a recommendation from the Planning and Zoning Commission, requested a Short Term Rental Permit (STR Permit). Short term rentals are permitted in limited residential districts (including downtown and mixed use).

The current zoning code includes the following definition.

Short-term rental unit means a facility, located in a residential zoning district, used for the purpose of providing short-term lodging for compensation, architecturally designed to look like a single-family dwelling, which may also be occupied concurrently as the residence for the owner, operator, or manager of the property, or providing separate lodging units such as cabins, guest homes, or similar residential-scale structures but in any instance, may not lodge more than ten occupants.

This ordinance adds a permitting requirement for all STRs within the City limits. As with other operational permits, this ordinance sets out the application process for issuance and potential denial of a permit. It includes several operation requirements, including those captured from previous CUP resolutions. The adoption of this permit requirement is a result of the discussions and recommendations from two Joint City Council and P&Z Workshops, the STR Townhall meeting, and the work of the STR Committee.

This draft is a result of the work and recommended by the STR Committee.

RECOMMENDED ACTION:

Approve Ordinance No. 2022-30 on first reading, and set a time for future review by December 2023.

DRAFT 11/3/22

NOTE: 1) "Redlining" indicates changes voted for by the Short-Term Rental Committee; 2) **Yellow highlighting** is language that the Committee added.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2022-30

AN ORDINANCE AMENDING CHAPTER 30 "BUSINESSES" OF THE CITY'S CODE OF ORDINANCES BY ADOPTING A NEW ARTICLE VI "BED-AND-BREAKFAST INNS AND SHORT-TERM RENTAL UNITS"; REQUIRING **PERMITTING AND INSPECTION FOR BED-AND-BREAKFAST INNS AND SHORT-TERM RENTAL UNITS**; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PENALTIES NOT TO EXCEED \$2,000.00; ORDERING PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, the increase in the number of persons or entities desiring to rent their residential properties has led to an increase in vacation rental uses within neighborhoods; and

WHEREAS, the use of residential premises by individuals for short periods of time may negatively impact the residential character of a neighborhood by reducing communication and accountability between permanent residents thereby partially substituting permanent residents with short-term visitors; and

WHEREAS, the regulation of the use and operation of such "short-term rental" properties is intended to limit **the any impact of such uses on pre-existing residential neighborhoods** **other properties and uses**, and further advance the City's objective of promoting and preserving great neighborhoods, as cited within the City's Comprehensive Plan (*Kerrville 2050*); and

WHEREAS, the rise of substitute land uses for residential property contributes to the shortage of available local housing, both for ownership and as long-term rentals; and

WHEREAS, based upon community input at a "town hall" style meeting, input from the Planning and Zoning Commission, as well previous Council discussion, staff has drafted regulations to address these concerns while also continuing for the City to authorize such use; and

WHEREAS, ~~the enforcement of land use regulations on residential properties poses unique enforcement difficulties and based upon input from citizens, operators, and the Short-Term Rental Committee, City Council believes that merits~~ a stand-alone ordinance is needed to provide clear rules for such rentals and to register with the City currently operating short-term rental units based upon their right to use their property for this purpose pursuant to the City's Zoning Code (Ch. 60, City's Code of Ordinances) or because they were operating as a pre-existing (grandfathered) use prior to the adoption of the current Zoning Code; and

WHEREAS, the requirement of ~~an~~ annual short-term rental permit that can be suspended or revoked in the event of repeated nuisance violations ~~related to noise, trash, and parking~~, incentivizes operators of short-term rental properties to assure their renters' compliance with the law and City ordinances, and provides a means for the City to protect the welfare of its citizens living in proximity of properties not being responsibly managed; and

WHEREAS, City Council desires to establish rules and regulations relating to the operation of short-term rentals; and

WHEREAS, City Council finds that regulating the short-term rental of residential property is necessary for the health, safety, and welfare of the general public, the promotion of consistent land uses and development, and the protection of landowners and residents of the City;

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

SECTION ONE. Chapter 30 "Businesses" of the Code of Ordinance of the City of Kerrville, Texas, is amended by adding a new Article VI "~~Bed-and Breakfast Inns and~~ Short-Term Rental Units" to add the language that is underlined (added) as follows:

"Chapter 30 - BUSINESSES

ARTICLE VI. BED AND BREAKFAST INNS AND
SHORT-TERM RENTAL UNITS

Sec. 30-170. - Purpose of Article.

The purpose of the regulations set forth in this article is to provide a procedure to allow the rental of private residences to visitors on a short-term basis, while ensuring

that such use does not create adverse impacts to residential neighborhoods ~~due to excessive noise, traffic, and density~~. Additionally, this article is intended to ensure that the number of occupants within such rental units does not exceed the design capacity of a structure to cause health and safety concerns, and that minimum health and safety standards are maintained in such units to protect visitors from unsafe or unsanitary conditions.

Sec. 30-171. - Definitions. As used in this article, the following definitions apply:

Bed and breakfast inn means a facility offering short-term lodging for compensation in up to 20 rooms, and which may provide meals to those who receive lodging only is defined within the Zoning Code.

Department means the department(s) designated by the City Manager to enforce and administer this article.

Designated operator means the operator of a bed and breakfast inn or short-term rental unit who must be able to respond to a City employee or guest of a bed and breakfast inn or short-term rental unit within two hours a reasonable amount of time from of such contact.

Director means the director of the department(s) designated by the City Manager to enforce and administer this article and includes representatives, agents, or department employees designated by the director(s).

Permittee means a person or legal entity issued a bed and breakfast inn or short-term rental unit permit.

Owner means an individual person, proprietorship, partnership, corporation, association, or other legal entity.

Short-term rental unit means a facility, located in a residential zoning district, used for the purpose of providing short-term lodging for compensation, architecturally designed to look like a single family dwelling, which may also be occupied concurrently as the residence for the owner, operator, or manager of the property, or providing separate lodging units such as cabins, guest homes, or similar residential-scale structures but in any instance, may not lodge more than ten occupants is defined within the Zoning Code.

Zoning Code means the City's Zoning Code, as found within Chapter 60 of the City's Code of Ordinances.

Sec. 30-172. - Permit required.

It is unlawful to operate a bed and breakfast inn or a short-term rental unit:

- (1) Without a bed and breakfast inn or short-term rental unit permit;
- (2) In violation of any provision of a bed and breakfast inn or short term rental unit permit, this article, or any other applicable City ordinance or law; or
- (3) Without having a valid conditional use permit, if required by the Zoning Code.

Sec. 30-173. - Permit application and review.

(a) To obtain an annual permit to operate a bed and breakfast inn or short-term rental unit, a person must submit an application to the director on a form provided for that purpose and pay the nonrefundable permit fee. The applicant must be the owner or designated operator of the bed and breakfast inn or short-term rental unit. If the owner or designated operator is not an individual, an authorized officer or agent of the owner or operator must submit the form. The application must contain the following information before it is considered complete and subject to review:

- (1) The name, street address, mailing address, email address, and telephone number of the owner and the designated operator of the bed and breakfast inn or short-term rental unit. Where the applicant is the owner, the owner must assign a "Designated Operator" who may be the owner. The designated operator must be able to respond to the director or guest of a bed and breakfast inn or short-term rental unit within two hours of a reasonable time of such contact. The owner and designated operator may be the same or separate persons or entities.
- (2) If the owner or designated operator is a legal entity, the application shall list the names of all partners, directors, members, and officers, as applicable.
- (3) A scaled site plan that meets all site development requirements of the Zoning Code. Such site plan must which includes property lines, proposed and existing structures, and proposed and existing site improvements such as parking spaces, and fences.
- (4) Documentary evidence of the payment of Applicant agrees to pay all ad valorem taxes; and occupancy taxes; including fees, utility payments; fines,

and penalties owed to the City in connection with real property used to operate the ~~bed and breakfast inn or~~ short-term rental unit.

(5) The maximum number of guests that will stay at the ~~bed and breakfast inn or~~ short-term rental unit pursuant to section 30-180.

(6) ~~For initial applications, proof that a life safety inspection of the applicant's property has been approved by the department. The life safety inspection is not required for structures that have attained a certificate of occupancy through construction or renovation of a structure within the previous year (365 days)~~ Completion of a form provided by the City wherein the applicant swears and affirms that the short-term rental unit includes the following, in working condition and in accordance with this article and the City's fire code: smoke detectors, fire extinguisher, and adequate exits to an exterior area in each bedroom.

(7) A statement that, by filing this application, the applicant swears ~~or and~~ affirms under penalty of perjury that, to the best of the applicant's knowledge, all information contained in the application is true and correct and that the application is complete and includes all information required to be disclosed under this section.

(b) When a conditional use permit is required, such permit must be issued prior to the issuance of a ~~bed and breakfast inn or~~ short-term rental unit permit.

Sec. 30-174. - Length of permit; renewal.

(a) A ~~bed and breakfast inn~~ ~~or~~ short-term rental unit permit is intended as an annual permit, to begin on January 1 and to terminate at 11:59 pm on December 31. An initial permit may be issued for a lesser amount of time so as to eventually align with the standard permit dates. A permit may be renewed by applying in accordance with section 30-173.

Commented [MH1]: The Commmittee discussed whether this was the correct section reference. It is.

(b) ~~Bed and breakfast inn or~~ ~~s~~hort-term rental units with a valid conditional use permit or that are allowed by right per the Zoning Code, as of October 15, 2022 are required to obtain a permit under the provisions of this article on or before April-June 1, 2023.

Sec. 30-175. - Permit Fees.

(a) The annual fee for a permit to operate a ~~bed and breakfast inn or~~ short-term rental unit is as determined from time to time by City Council.

(b) The City will not refund a permit fee.

Sec. 30-176. - Issuance or denial of permit.

Upon payment of the fee and the submission of a complete application, the director shall issue an annual permit to operate a ~~bed and breakfast inn or~~ short-term rental unit to the applicant, to include the number of authorized guests, if the director determines that:

(1) The applicant has complied with all requirements within this article ~~for issuance of the permit~~;

(2) The owner ~~or designated operator of the~~ ~~bed and breakfast inn or~~ short-term ~~-rental unit~~ ~~does not own or operate another-~~ permitted ~~inn or~~ unit in the City for which the permit is currently suspended or has been revoked;

(3) The applicant has not knowingly made a false statement as to a material matter in the application for a permit; and

(4) ~~Where applicable under section 30-180, the proposed bed and breakfast inn or short term rental unit is not within 250 lineal feet of any other inn or unit. For purposes of this section, the measurement consists of a straight line without regard to intervening structures or objects, from the nearest property line of the lot or tract on which the proposed bed and breakfast inn or short-term rental unit is located to the nearest property line of the existing registered or permitted bed and breakfast inn or short-term rental unit, which requires separation. An exception exists where two or more bed and breakfast inns or short-term rental units exist within 250 lineal feet of each other as of the adoption date of this article, such bed and breakfast inn or short term rental unit are exempt from this distance requirement and may remain in operation, but only where they are issued a permit by the City and comply with the remaining requirements of this article. Following the issuance of a permit, should the permit be revoked or expire, then the distance requirement will apply.~~

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Sec. 30-177. - Notification of Change of Information.

The permittee shall notify the department within 10 days after any material change in the contact information contained in the application for a permit to operate a bed and breakfast inn or short term rental unit.

Sec. 30-178. - Operational Standards.

Each permittee shall ensure guests' health, safety, comfort, and protection from hazards and shall comply with the following:

(a) City zoning and building codes; federal, state, and City adopted fire codes and applicable standards; federal, state, and city health and safety codes; and federal and state accessibility regulations;

(b) Smoke alarms must be installed and operational in compliance with the City's fire code to include installation within each sleeping room, immediately outside of each sleeping area, and on each story of the building, including any basement or attic;

(c) Maintain the property and its premises in a clean and sanitary condition;

(d) Pathways and stairways must remain unobstructed;

(e) Operation of a bed and breakfast inn or short term rental unit may not result in illegal or nuisance activities, including disturbance of the peace, littering, illegal parking, loud noise, disorderly conduct, or lewd conduct;

(f) A sign shall be posted in a prominent location at each exit into an outdoor, common gathering area, such as the rear yard, to provide occupants and guests with notice that quiet hours shall be observed between 10:00 pm and 6:00 am;

(g) The permittee shall comply with the City's occupancy tax requirements as found within the City's Code of Ordinances;

(h) Receptions and weddings and other social events provided for compensation are not authorized as part of the use for a bed and breakfast inn or short term rental unit unless such facility is located in a commercial zoning district.

(if) The designated operator shall provide guests via a posted "guest notification" form within the short-term rental unit and/or email such form with DirectorTheshall:

(1) be able to respond to the director or guest of a bed and breakfast inn or short-term rental unit within two hours of such contact;

(2) provide contact information to the owners of all real property within 250 feet of the bed and breakfast inn or short-term rental unit, the addresses of which will be provided by the department;

(3) the following information post a sign in a conspicuous place within each inn or unit with information; that includes the name and contact information of the owner and/or designated operator; emergency information, to include phone numbers for police and fire; and the occupancy limits; and, and requirements set forth in the permit The director will provide this "guest notification" form to each applicant.

(g) The occupancy limit shall be included in all marketing materials, advertisements, and online listings for the bed and breakfast inn or short-term rental unit.

Sec. 30-179. - Emergency precautions.

The permittee shall provide fire escapes and exits that are maintained in good repair and accessible at all times in accordance with applicable fire codes, as amended.

Sec. 30-180. - Additional requirements and restrictions for Bed-and Breakfast Inns or Short-Term Rental Units.

(a) Distance and Density:

(1) In R-1A zoning districts, a bed and breakfast inn or short term rental unit may not be located within 250 lineal feet of another permitted bed and breakfast inn or short term rental unit.

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(2) Bed and breakfast inns and short term rental units with an existing and valid conditional use permit as of October 15, 2022 are exempt from the distance and density requirements of this section subject to the following:

a. The permit is continuously renewed prior to expiration; and

←----- Formatted: Indent: Left: 0.25"

b. The permit is not revoked after October 15, 2022.

(b) Parking.

(1) The requirements of this section do not apply to properties: (a) located within the Downtown Arts and Cultural Zoning District; or (b) whose designated operator provides evidence to the City that their property was in use as a short-term rental unit prior to October 1, 2019.

(2) A minimum of one (1) off-street parking space is required per bedroom.

(3) Required parking spaces must be improved in accordance with the City's design standards prior to issuance of a permit, such standards found within the City's Design Standards.

(3) No on-street parking is allowed for bed and breakfast inns or short term rental unit guests.

(eb) Signs.

(1) In R-E, R-1, R-1A, R-2, and RT zoning districts, no sign shall be permitted on the premises except a non-illuminated nameplate ~~no larger than~~ not to exceed three total square feet in size and attached to the structure ~~or fence or~~ free-standing, but where free-standing, not to exceed three feet (3.0') in height.

(2) In commercial zoning districts, signage shall comply with the requirements of Chapter 92 (sign code) of the City's Code of Ordinances ~~unless operating prior to October 1, 2019.~~

(3) The design for a sign must be submitted with the site plan during the application process. (c) *Lighting.* If the property is residentially zoned, all lighting must be directed toward the establishment and not at adjacent properties.

(d) *Occupancy.* The maximum number of ~~adults persons~~ allowed to reside in any bed and breakfast inn or short-term rental unit is ~~2~~ 4 persons per bedroom plus 2 additional persons per rental unit, with a maximum occupancy of 10 persons.

(f) *Food Services.* Food service establishments and events open to non-guests may be provided as part of the bed and breakfast inn or short term rental unit only in zoning districts that allow these uses and must meet all development standards consistent with the site requirements set forth in the Zoning Code.

Sec. 30-181. - Revocation, suspensionWarning, suspension, revocation, or denial of a permit.

(a) If tThe director, who believes the public interest will be adequately served under the circumstances, may issue a written warning to the permittee if it is found that:

(1) The permittee or guest has violated or failed to meet any of the provisions of this article or conditions of the permit which does not pose a serious threat to public health, safety, or welfare; or

(2) The permittee or guest has violated any federal, state, or City law, or regulation pertaining to the use of the property as a short-term rental unit;

Where the director issues a warning, the warning shall provide notice to the permittee that he or she has no less than ten (10) days to come into compliance with this article.

(b) The director may immediately revoke or suspend the permit, or deny either the issuance or renewal thereof, if it is found that:

(31) The police chief or fire chief, or designees, has determined that the bed and breakfast inn or short-term rental unit would pose a serious threat to public health, safety, or welfare; or

(42) The applicant has knowingly made a false statement of material fact on an application for a bed and breakfast inn or short-term rental unit permit.

(bc)A bed and breakfast inn or short-term rental unit for which the permit has been suspended or revoked may not admit any new guests during the time the permit is suspended or revoked.

(ed)In lieu of suspending a permit for a bed and breakfast inn or short-term rental unit permit, the director, at his or her sole discretion, may enter into a compliance agreement with a permittee if the director determines that the compliance agreement would eliminate the noncompliance that would otherwise justify a suspension or revocation, result in prompt future inspections, and elevate one or more conditions at the bed and breakfast inn or short-term rental unit permit to the standards of this article.

(d) The director shall send a written statement of the reasons for the denial, suspension, or revocation, to include the date such suspension or revocation is to begin, the duration of the suspension, and the permittee's right to appeal by certified mail, return receipt requested.

(e) A permittee whose permit is suspended may not be granted a new permit or renewal of an existing permit to operate any existing or additional ~~bed and breakfast inn or~~ short-term rental unit permit during the suspension period.

(f) A permittee commits an offense if he operates or owns a ~~bed and breakfast inn or~~ short-term rental unit permit that admits guests during the time that the suspension of the permit is in effect.

Sec. 30-182. - Notice to applicant/permittee; appeals.

(a) A ~~person~~ ~~permittee~~ may appeal a decision to deny, revoke, or suspend a permit to the City Council. Appeals shall be submitted to the City Secretary in writing within 45 days following the date the applicant or permittee receives the decision. A hearing on the denial, suspension, or revocation will be scheduled for the next regular meeting of the City Council following the expiration of 10 days. Council will render a decision on the appeal within thirty days of the hearing. A permittee shall not operate ~~at the~~ short-term rental unit during the appeal process.

(b) At the appeal hearing on a denial of an initial permit application, the appealing party must present evidence clearly indicating that the director was incorrect in determining that the stated grounds for the permit denial existed.

(c) At the appeal hearing on a permit suspension, revocation, or refusal to renew, the director must present evidence clearly indicating that the stated grounds for such action existed.

Sec. 30-183. - Expiration and renewal of permit.

(a) All annual permits to operate ~~for a bed and breakfast inn or~~ short-term rental unit expire at 11:59 pm on December 31. Permits issued ~~within the middle of a~~ calendar year will likewise expire on this date ~~and the City will prorate such fee where the City issues a shortened initial permit.~~

(b) A permittee must apply for renewal at least ~~30-15~~ days before the expiration of the annual permit on a form provided by the director. The permittee must update the information contained in the original permit application required

under this article if any of the information has changed. The permittee shall sign a statement affirming that there is either no change in the information contained on the original permit application and any subsequent renewal applications or that any information that has been updated is accurate and complete and pay the annual fee.

(c) The director shall follow the procedures set forth in this article when determining whether to renew a permit.

Sec. 30-184. - Violations; penalty.

(a) A permittee or any other person who violates any provision of this article, or who fails to perform a duty required by this article, commits an offense.

(b) An offense under this article is punishable by a fine not to exceed \$2,000.00.

(c) A separate offense occurs each day or part of a day that the violation is committed, continued, or permitted.

(d) The remedies and procedures in this section and in other laws are cumulative law, and the use of any particular remedy or procedure does not prevent the application or enforcement of any other law.”

SECTION TWO. The City Secretary is authorized and directed to send this Ordinance to the publisher of the City's Code of Ordinances and the publisher is authorized to amend said Code to reflect the new Article VI of Chapter 30 as adopted herein, to correct any typographical errors, and to index, format, number, and letter the paragraphs to the existing Code, as appropriate.

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

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

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

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

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

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

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

Judy Eychner, Mayor

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

DRAFT 11/3/22

CITY OF KERRVILLE, TEXAS ORDINANCE NO. 2022-30

AN ORDINANCE AMENDING CHAPTER 30 “BUSINESSES” OF THE CITY’S CODE OF ORDINANCES BY ADOPTING A NEW ARTICLE VI “SHORT-TERM RENTAL UNITS”; REQUIRING PERMITTING FOR SHORT-TERM RENTAL UNITS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PENALTIES NOT TO EXCEED \$2,000.00; ORDERING PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, the increase in the number of persons or entities desiring to rent their residential properties has led to an increase in vacation rental uses within neighborhoods; and

WHEREAS, the use of residential premises by individuals for short periods of time may negatively impact the residential character of a neighborhood by reducing communication and accountability between permanent residents thereby partially substituting permanent residents with short-term visitors; and

WHEREAS, the regulation of the use and operation of such “short-term rental” properties is intended to limit any impact of such uses on other properties and uses, and further advance the City’s objective of promoting and preserving great neighborhoods, as cited within the City’s Comprehensive Plan (*Kerrville 2050*); and

WHEREAS, the rise of substitute land uses for residential property contributes to the shortage of available local housing, both for ownership and as long-term rentals; and

WHEREAS, based upon community input at a “town hall” style meeting, input from the Planning and Zoning Commission, as well previous Council discussion, staff has drafted regulations to address these concerns while also continuing for the City to authorize such use; and

WHEREAS, based upon input from citizens, operators, and the Short-Term Rental Committee, City Council believes that a stand-alone ordinance is needed to provide clear rules for such rentals and to register with the City currently operating short-term rental units based upon their right to use their property for this purpose pursuant to the City’s Zoning Code (Ch. 60, City’s Code of Ordinances) or because they were operating as a pre-existing (grandfathered) use prior to the adoption of the current Zoning Code; and

WHEREAS, the requirement of annual short-term rental permit that can be suspended or revoked in the event of repeated nuisance violations incentivizes operators of short-term rental properties to assure their renters' compliance with the law and City ordinances, and provides a means for the City to protect the welfare of its citizens living in proximity of properties not being responsibly managed; and

WHEREAS, City Council desires to establish rules and regulations relating to the operation of short-term rentals; and

WHEREAS, City Council finds that regulating the short-term rental of residential property is necessary for the health, safety, and welfare of the general public, the promotion of consistent land uses and development, and the protection of landowners and residents of the City;

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

SECTION ONE. Chapter 30 "Businesses" of the Code of Ordinance of the City of Kerrville, Texas, is amended by adding a new Article VI "Short-Term Rental Units" to add the language that is underlined (added) as follows:

"Chapter 30 - BUSINESSES

ARTICLE VI.
SHORT-TERM RENTAL UNITS

Sec. 30-170. - Purpose of Article.

The purpose of the regulations set forth in this article is to provide a procedure to allow the rental of private residences to visitors on a short-term basis, while ensuring that such use does not create adverse impacts to residential neighborhoods. Additionally, this article is intended to ensure that the number of occupants within such rental units does not exceed the design capacity of a structure to cause health and safety concerns, and that minimum health and safety standards are maintained in such units to protect visitors from unsafe or unsanitary conditions.

Sec. 30-171. - Definitions. As used in this article, the following definitions apply:

Department means the department(s) designated by the City Manager to enforce and administer this article.

Designated operator means the operator of short-term rental unit who must be able to respond to a City employee or guest of a short-term rental unit within a reasonable amount of time from such contact.

Director means the director of the department(s) designated by the City Manager to enforce and administer this article and includes representatives, agents, or department employees designated by the director(s).

Permittee means a person or legal entity issued a short-term rental unit permit.

Owner means an individual person, proprietorship, partnership, corporation, association, or other legal entity.

Short-term rental unit means a facility used for the purpose of providing short-term lodging for compensation, which may also be occupied concurrently as the residence for the owner, operator, or manager of the property, or providing separate lodging units such as cabins, guest homes, or similar residential-scale structures but in any instance, may not lodge more than ten occupants.

Zoning Code means the City's Zoning Code, as found within Chapter 60 of the City's Code of Ordinances.

Sec. 30-172. - Permit required.

It is unlawful to operate a short-term rental unit:

- (1) Without a short-term rental unit permit;**
- (2) In violation of this article or any other applicable City ordinance or law; or**
- (3) Without having a valid conditional use permit, if required by the Zoning Code.**

Sec. 30-173. - Permit application and review.

(a) To obtain an annual permit to operate a short-term rental unit, a person must submit an application to the director on a form provided for that purpose and pay the nonrefundable permit fee. The applicant must be the owner or designated operator of the short-term rental unit. If the owner or designated operator is not an individual, an authorized officer or agent of the owner or operator must submit the form. The application must contain the following information before it is considered complete and subject to review:

(1) The name, street address, mailing address, email address, and telephone number of the owner and the designated operator of the short-term rental unit. Where the applicant is the owner, the owner must assign a “Designated Operator” who may be the owner. The designated operator must be able to respond to the director or guest of a short-term rental unit within a reasonable time of such contact. The owner and designated operator may be the same or separate persons or entities.

(2) If the owner or designated operator is a legal entity, the application shall list the names of all partners, directors, members, and officers, as applicable.

(3) A scaled site plan which includes property lines, parking spaces, and fences.

(4) Applicant agrees to pay all ad valorem taxes and occupancy taxes; including fees, fines, and penalties owed to the City in connection with real property used to operate the short-term rental unit.

(5) The maximum number of guests that will stay at the short-term rental unit pursuant to section 30-180.

(6) Completion of a form provided by the City wherein the applicant swears and affirms that the short-term rental unit includes the following, in working condition and in accordance with this article and the City's fire code: smoke detectors, fire extinguisher, and adequate exits to an exterior area in each bedroom.

(7) A statement that, by filing this application, the applicant swears and affirms under penalty of perjury that, to the best of the applicant's knowledge, all information contained in the application is true and correct and that the application is complete and includes all information required to be disclosed under this section.

(b) When a conditional use permit is required, such permit must be issued prior to the issuance of a short-term rental unit permit.

Sec. 30-174. - Length of permit; renewal.

(a) A short-term rental unit permit is intended as an annual permit, to begin on January 1 and to terminate at 11:59 pm on December 31. An initial permit may be issued for a lesser amount of time so as to eventually align with the standard

permit dates. A permit may be renewed by applying in accordance with section 30-173.

(b) Short-term rental units with a valid conditional use permit or that are allowed by right per the Zoning Code, as of October 15, 2022 are required to obtain a permit under the provisions of this article on or before June 1, 2023.

Sec. 30-175. - Permit Fees.

(a) The annual fee for a permit to operate a short-term rental unit is as determined from time to time by City Council.

(b) The City will not refund a permit fee.

Sec. 30-176. - Issuance or denial of permit.

Upon payment of the fee and the submission of a complete application, the director shall issue an annual permit to operate a short-term rental unit to the applicant, to include the number of authorized guests, if the director determines that:

(1) The applicant has complied with all requirements within this article;

(2) The owner of the short-term rental unit does not own or operate another permitted unit in the City for which the permit is currently suspended or has been revoked;

(3) The applicant has not knowingly made a false statement as to a material matter in the application for a permit; and

Sec. 30-177. - Notification of Change of Information.

The permittee shall notify the department within 10 days after any material change in the contact information contained in the application for a permit.

Sec. 30-178. - Operational Standards.

Each permittee shall ensure guests' health, safety, comfort, and protection from hazards and shall comply with the following:

(a) City zoning and building codes; federal, state, and City adopted fire codes and applicable standards; federal, state, and city health and safety codes;

- (b) Smoke alarms must be installed and operational in compliance with the City's fire code to include installation within each sleeping room, immediately outside of each sleeping area, and on each story of the building, including any basement or attic;
- (c) Maintain the property and its premises in a clean and sanitary condition;
- (d) Pathways and stairways must remain unobstructed;
- (e) The permittee shall comply with the City's occupancy tax requirements as found within the City's Code of Ordinances;
- (f) The designated operator shall provide guests via a posted "guest notification" form within the short-term rental unit and/or email such form with the following information: the name and contact information of the owner and/or designated operator; emergency information, to include phone numbers for police and fire; and the occupancy limits; and
- (g) The occupancy limit shall be included in all marketing materials, advertisements, and online listings for the short-term rental unit.

Sec. 30-179. - Emergency precautions.

The permittee shall provide fire escapes and exits that are maintained in good repair and accessible at all times in accordance with applicable fire codes, as amended.

Sec. 30-180. - Additional requirements and restrictions for Short-Term Rental Units.

(a) Parking.

- (1) The requirements of this section do not apply to properties: (a) located within the Downtown Arts and Cultural Zoning District; or (b) whose designated operator provides evidence to the City that their property was in use as a short-term rental unit prior to October 1, 2019.
- (2) A minimum of one (1) off-street parking space is required per bedroom.
- (3) Required parking spaces must be improved in accordance with the City's design standards prior to issuance of a permit, such standards found within the City's Design Standards.

(b) Signs.

(1) In R-E, R-1, R-1A, R-2, and RT zoning districts, no sign shall be permitted on the premises except a non-illuminated nameplate not to exceed three total square feet in size and attached to the structure or fence or free-standing, but where free-standing, not to exceed three feet (3.0') in height.

(2) In commercial zoning districts, signage shall comply with the requirements of Chapter 92 (sign code) of the City's Code of Ordinances unless operating prior to October 1, 2019.

(c) Lighting. If the property is residentially zoned, all lighting must be directed toward the establishment and not at adjacent properties.

(d) Occupancy. The maximum number of persons allowed to reside in any short-term rental unit is 4 persons per bedroom plus 2 additional persons per rental unit, with a maximum occupancy of 10 persons.

Sec. 30-181. - Warning, suspension, revocation, or denial of a permit.

(a) The director, who believes the public interest will be adequately served under the circumstances, may issue a written warning to the permittee if it is found that:

(1) The permittee or guest has violated or failed to meet any of the provisions of this article or conditions of the permit which does not pose a serious threat to public health, safety, or welfare; or

(2) The permittee or guest has violated any federal, state, or City law, or regulation pertaining to the use of the property as a short-term rental unit;

Where the director issues a warning, the warning shall provide notice to the permittee that he or she has no less than ten (10) days to come into compliance with this article.

(b) The director may immediately revoke or suspend the permit, or deny either the issuance or renewal thereof, if it is found that:

(1) The police chief or fire chief, or designees, has determined that the short-term rental unit would pose a serious threat to public health, safety, or welfare; or

(2) The applicant has knowingly made a false statement of material fact on an application for a short-term rental unit permit.

(c) A short-term rental unit for which the permit has been suspended or revoked may not admit any new guests during the time the permit is suspended or revoked.

(d) In lieu of suspending a permit for a short-term rental unit permit, the director, at his or her sole discretion, may enter into a compliance agreement with a permittee if the director determines that the compliance agreement would eliminate the noncompliance that would otherwise justify a suspension or revocation, result in prompt future inspections, and elevate one or more conditions at the short-term rental unit permit to the standards of this article.

(d) The director shall send a written statement of the reasons for the denial, suspension, or revocation, to include the date such suspension or revocation is to begin, the duration of the suspension, and the permittee's right to appeal by certified mail, return receipt requested.

(e) A permittee whose permit is suspended may not be granted a new permit or renewal of an existing permit to operate any existing or additional short-term rental unit permit during the suspension period.

(f) A permittee commits an offense if he operates or owns a short-term rental unit permit that admits guests during the time that the suspension of the permit is in effect.

Sec. 30-182. - Notice to applicant/permittee; appeals.

(a) A permittee may appeal a decision to deny, revoke, or suspend a permit to the City Council. Appeals shall be submitted to the City Secretary in writing within 45 days following the date the applicant or permittee receives the decision. A hearing on the denial, suspension, or revocation will be scheduled for the next regular meeting of the City Council following the expiration of 10 days. Council will render a decision on the appeal within thirty days of the hearing. A permittee shall not operate the short-term rental unit during the appeal process.

(b) At the appeal hearing on a denial of an initial permit application, the appealing party must present evidence clearly indicating that the director was incorrect in determining that the stated grounds for the permit denial existed.

(c) At the appeal hearing on a permit suspension, revocation, or refusal to renew, the director must present evidence clearly indicating that the stated grounds for such action existed.

Sec. 30-183. - Expiration and renewal of permit.

(a) All annual permits to operate a short-term rental unit expire at 11:59 pm on December 31. Permits issued within the calendar year will likewise expire on this date.

(b) A permittee must apply for renewal at least 15 days before the expiration of the annual permit on a form provided by the director. The permittee must update the information contained in the original permit application required under this article if any of the information has changed. The permittee shall sign a statement affirming that there is either no change in the information contained on the original permit application and any subsequent renewal applications or that any information that has been updated is accurate and complete and pay the annual fee.

(c) The director shall follow the procedures set forth in this article when determining whether to renew a permit.

Sec. 30-184. - Violations; penalty.

(a) A permittee or any other person who violates any provision of this article, or who fails to perform a duty required by this article, commits an offense.

(b) An offense under this article is punishable by a fine not to exceed \$2,000.00.

(c) A separate offense occurs each day or part of a day that the violation is committed, continued, or permitted.

(d) The remedies and procedures in this section and in other laws are cumulative law, and the use of any particular remedy or procedure does not prevent the application or enforcement of any other law.”

SECTION TWO. The City Secretary is authorized and directed to send this Ordinance to the publisher of the City's Code of Ordinances and the publisher is authorized to amend said Code to reflect the new Article VI of Chapter 30 as adopted herein, to correct any typographical errors, and to index, format, number, and letter the paragraphs to the existing Code, as appropriate.

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

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

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

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

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

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

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

Judy Eychner, Mayor

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney



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

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

AGENDA DATE OF: November 4, 2022

DATE SUBMITTED: October 28, 2022

SUBMITTED BY: Mike Hayes, City Attorney

EXHIBITS: [*20221108_Ord 2022-33 Excessive or Unusual Noise -vehicles.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:

Section 102-3 of the Kerrville Code of Ordinances prohibits a person or vehicle from emitting excessive or unusual noise on the streets of Kerrville. However, enforcement of Section 102-3 depends on the definition of "Excessive or Unusual Noise." The definition of "Excessive or Unusual Noise" within chapter 102 (Traffic and Vehicles) of Kerrville's Code of Ordinances is impermissibly vague such that people are unable to determine what constitutes excessive or unusual noise. Consequently, Section 102-3 is unenforceable at this time.

This proposed amendment replaces the current definition of "Excessive or Unusual Noise" with a definition that mirrors language Texas courts have considered and decided is sufficiently specific to survive a legal challenge for vagueness. We are also amending the definition of "Noisemakers" to make clear that it includes both the vehicle itself as well as devices installed on the vehicle. These amendments will permit the police department to enforce vehicle noise violations under Section 102-3 of Kerrville's Code of Ordinances again.

RECOMMENDED ACTION:

Approve Ordinance No. 2022-33 on first reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2022-33**

AN ORDINANCE AMENDING CHAPTER 102 "TRAFFIC AND VEHICLES", SECTION 102-1 "DEFINITIONS" OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS BY REVISING THE DEFINITIONS OF "EXCESSIVE OR UNUSUAL NOISE" AND "NOISEMAKERS" IN THEIR ENTIRETY; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THIS SUBJECT

WHEREAS, the City of Kerrville regulates certain traffic offenses through Chapter 102 "Traffic and Vehicles" of the Code of Ordinances of the City of Kerrville; and

WHEREAS, definitions of some of these offenses are unreasonably vague in light of court rulings, which limits the police department's ability to enforce Chapter 102; and

WHEREAS, City Council has determined that it is in the best interest of the citizens of Kerrville to ensure effective and efficient enforcement of traffic related regulations, and therefore Chapter 102, "Traffic and Vehicles," Section 102-1, "Definitions", of the City's Code of Ordinances should be amended as set forth below;

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

SECTION ONE. Chapter 102, "Traffic and Vehicles," of the Code of Ordinances of the City of Kerrville, Texas, is amended by repealing the definitions of "Excessive or unusual noise" and "Noisemakers" as defined by Section 102-1 and replacing them in their entirety with new language as indicated by underlining (added) as follows:

"Chapter 102 – TRAFFIC AND VEHICLES

ARTICLE I. – IN GENERAL

Sec. 102-1 – Definitions.

Excessive or unusual noise means any noise caused by a motor vehicle that unreasonably exceeds the noise made by the average vehicle of that make and model in good mechanical condition, or any noise made by any person, devices, or mechanisms, either in or on a vehicle that unreasonably disturbs or interferes with the peace, comfort and repose of neighboring persons of ordinary sensibilities. A noise

is presumed to be excessive and unusual if vibration accompanies the sound and causes a person in another motor vehicle or structure to become aware of the vibration accompanying the sound.

Noisemakers means any device or mechanism temporarily or permanently installed on or in a vehicle that causes or may cause excessive or unusual noise. This definition also includes the omission or removal of any device or part from a vehicle that causes or may cause the vehicle to emit excessive or unusual noise.

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

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

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

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

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

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

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

Judy Eychner, Mayor

APPROVED AS TO FORM:

William L. Tatsch
William L. Tatsch, Asst. City Attorney

ATTEST:

Shelley McElhannon, City Secretary



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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 28, 2022

SUBMITTED BY: Julie Behrens, Finance

EXHIBITS: [*20221108_Ord 2022-31 Amending FY2022 budget second reading.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:

Ordinance No. 2022-31, with Attachment A, will amend the FY2022 budget. Certain revenues will be increased, including Misc Revenue due to the receipt of \$127,543 in Federal Emergency Management Agency (FEMA) Public Assistance Funding from Winter Storm Uri - and both Emergency Medical Services (EMS) and Interest Revenues due to better than budget performance. Some End-of-Year expenditure budgets will be increased due to factors including inflationary impacts on departmental gas budgets, overages in Public Safety overtime and salaries created by staffing shortages, state mandated COVID pay, winter storm response, changes in pay scales to increase recruitment and retention, and higher than expected expenses for hiring new public safety employees.

On 10/25/22, City Council approved Ordinance No. 2022-33 first reading with a unanimous vote.

RECOMMENDED ACTION:

Approve Ordinance No. 2022-31, on second reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2022-31**

**AN ORDINANCE AMENDING THE CITY'S FISCAL YEAR 2022
BUDGET TO ACCOUNT FOR THE RECEIPT OF ADDITIONAL
REVENUE, THE DISBURSEMENT OF SUCH REVENUE, AND TO
MAKE OTHER AMENDMENTS AS PROVIDED**

WHEREAS, Ordinance No. 2021-20, as approved by City Council upon second reading on September 14, 2021, adopted the Fiscal Year 2022 Budget for the City of Kerrville, Texas; and

WHEREAS, the City recently received \$127,543.00 in Federal Emergency Management Agency (FEMA) Public Assistance Funding pursuant to the City's request for reimbursement for damages it experienced due to Winter Storm Uri (Feb. 2021); and

WHEREAS, the City also experienced higher than anticipated revenue in both Emergency Medical Services (EMS) and interest revenue from its various account funds; and

WHEREAS, in addition, some budgeted expenditure amounts should be increased due to continuing inflationary impacts on departmental fuel budgets, overages in public safety positions for overtime created by staffing shortages, state-mandated COVID pay, winter storm responses, changes in pay scales to increase recruitment and retention, and higher than expected expenses required for hiring new public safety employees; and

WHEREAS, due to the higher than projected revenues and expenditures as described above, the City must amend its Fiscal Year 2022 Budget; and

WHEREAS, City Council finds that amending the City's Fiscal Year 2022 Budget is in the best interest of the citizens of the City of Kerrville;

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

In accordance with Section 8.06 of the City Charter, the Official Budget for Fiscal Year 2022 is amended as set forth in **Attachment A**.

**PASSED AND APPROVED ON FIRST READING, this the 25 day of
OCTOBER, A.D., 2022.**

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

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

Attachment A
 City of Kerrville
 FY2022 Budget Amendment Year End Clean Up

Account #	Account Name	Description	Debit	Credit
1. GENERAL FUND				
REVENUE INCREASE				
01-6471	EMS - BASE RATE	BETTER THAN BUDGET REVENUES	458,658	
01-6472	EMS - MILEAGE	BETTER THAN BUDGET REVENUES	180,000	
01-6970	INTEREST REVENUE	BETTER THAN BUDGET REVENUES	49,000	
01-6999	MISC REVENUE	FEMA REIMBURSEMENT FROM WINTER STORM URI (2021)	97,342	
TOTAL GENERAL FUND REVENUE BUDGET INCREASE			785,000	
EXPENSE INCREASE				
01-0130-0001	EMS OVERTIME	STAFF SHORTAGES - INCREASED TRAINING - STATE MANDATED COVID PAY	28,000	
01-0130-1300	EMS GAS	INFLATION	49,000	
01-0121-0001	FIRE OVERTIME	STAFF SHORTAGES - INCREASED TRAINING - STATE MANDATED COVID PAY	274,000	
01-0121-0103	FIRE GROUP INSURANCE	CHANGES IN PERSONNEL INSURANCE NEEDS	59,000	
01-0121-0000	FIRE SALARIES	STEP PLAN CHANGES - INCREASE SALARIES FOR RECRUITMENT / RETENTION- HIGHER THAN EXPECTED RECRUIT TRAINING COSTS	52,000	
01-0113-1300	POLICE GAS	INFLATION	46,000	
01-0113-0001	POLICE OVERTIME	STAFF SHORTAGES - INCREASED TRAINING - STATE MANDATED COVID PAY	232,000	
01-0113-0000	POLICE SALARIES	STEP PLAN CHANGES - INCREASE SALARIES FOR RECRUITMENT / RETENTION- HIGHER THAN EXPECTED RECRUIT TRAINING COSTS	45,000	
TOTAL GENERAL FUND EXPENDITURE BUDGET INCREASE			785,000	
2. WATER FUND				
REVENUE INCREASE				
02-6999	MISC REVENUE	FEMA REIMBURSEMENT FROM WINTER STORM URI (2021)	30,201	
TOTAL WATER FUND REVENUE BUDGET INCREASE			30,201	



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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 28, 2022

SUBMITTED BY: Drew Paxton, Development Services

EXHIBITS: [*20221108_Waiver_IngramReadyMix request packet.pdf*](#)

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

The applicant has requested a major waiver of a provision in the subdivision code. A major waiver is "all other proposed changes that do not meet the criteria to be a minor waiver to the subdivision regulations shall be deemed major amendments that require approval of the major waiver by city council." (Section 82-37(a)(2))

For comparison, a minor waiver is any "waiver that will be considered minor amendments to the subdivision regulations may only include minor adjustments in street or alley alignments, and lengths, and minor adjustments to lot lines that do not result in creation of additional lots or any non-conforming lots, provided that such amendments are consistent with applicable approved prior plats and subdivision plans. Minor waivers may be approved by the director. However, if the plat or subdivision plan goes to the commission, then the waiver shall be decided in the commission's report with the recommendation of the director." (Section 82-37(a)(1))

When considering a major waiver, as per Section 82-37 (b), "council shall consider the hardship of the applicant in complying with the standards for which the waiver is sought, the nature of the proposed use of land involved and existing uses of the land in the vicinity, and

the probable effect of such waivers upon traffic conditions and upon the public health, safety, convenience, and welfare in the vicinity. No major waiver will be granted unless council finds that:

a. There are special circumstances or conditions affecting the land to be platted such that the strict application of the provisions of these subdivision regulations would result in unnecessary hardship to the applicant and/or the waiver accomplishes one of the following:

1. To preserve environmental features that would be otherwise be affected by a strict application of these regulations, including tree preservation, geologic formations, steep slopes, springs, or similar conditions;

2. To enable more efficient use of the land;

3. To minimize or correct previous adverse effects from placement of drainage courses, transmission lines, or septic systems; or

4. To enable orientation of lots for greater solar advantage; and

b. The granting of the waiver will not be detrimental to the public health, safety, general welfare, or injurious to surrounding properties; and

c. The granting of the waiver will not have the effect of preventing the orderly subdivision of other land in the area in accordance with these subdivision regulations."

It is required by code for developing property to extend water and wastewater mains to their development and though their property ending at the adjacent property. This allows the next property owner to connect to utilities and install them through their property/development. In this case the adjacent property is a sand quarry that has been in operation without need for city utilities. The sand quarry consists of two tax parcels, collectively in one deed. The combined parcels have a secondary access on the southeast end of the property.

In this case, the applicant is requesting to only provide easements for future water and wastewater mains to the sand quarry. The applicant states their case for the hardship created by compliance with certain sections of the subdivision code in the attached letter. The existing topography would make gravity sewer impossible. For this reason staff has offered to accept a force main in lieu of gravity sewer. The developer has chosen not to install the force main, and request a waiver instead.

If the waiver is approved and the applicant does not install their portion of water and wastewater infrastructure, the additional lines would be the responsibility of the next developer/property owner. Waivers of infrastructure create a precedent where future developers/adjoining developers may no longer be able to afford to develop because future utility extensions may become too expensive.

Staff recommends to deny this waiver.

RECOMMENDED ACTION:

Staff recommends denial of the waiver.

KENNETH W. BROWN, AICP
DANIEL ORTIZ
JAMES MCKNIGHT

BROWN & ORTIZ, P.C.

CAROLINE McDONALD
KEVIN DEANDA
MATTHEW T. GILBERT
LINDSAY K. YOUNG

PAUL M. JUAREZ
OF COUNSEL

112 E. PECAN STREET
SUITE 1360
SAN ANTONIO, TEXAS 78205
TELEPHONE: 210.299.3704
FAX: 210.299.4731

October 6, 2022

Subdivision Regulation Waiver
Development Services Department
c/o Drew Paxton, Planning Director
City of Kerrville
701 Main St.
Kerrville, TX 78028

Re: Ingram Readymix
Subdivision Plat for Ingram Readymix No. 10 (the “Readymix Plat”)
Subdivision Code, Sec. 82-50 Subdivision Platting Waiver

Dear Mr. Paxton,

The purpose of this correspondence is to formally request waiver to Section 82-50(e)(1) of the City of Kerrville Subdivision Code (the “Code”). This waiver request is in connection with obtaining subdivision plat approval for a proposed development on that certain 11.93-acre tract generally located on Hwy. 27 at Colvin Ranch Rd. E. in the City of Kerrville extraterritorial jurisdiction, or “ETJ” (the “Property;” *see Exhibit “1”*). The Property is partially within City limits, however, the owner’s intent is to build in the primary area, which is in Kerrville’s ETJ. The Property is proposed to be platted as a single 11.93-acre lot, subdivision plat, to be developed for a concrete batch project and supporting services (the “Project). On behalf of the Property owner, please accept this request and backup documentation for consideration of a subdivision platting waiver in connection with review and approval of the Readymix Plat.

Overall Purpose of the Waiver for the Property

The overall purpose of this waiver is to allow the owner to construct the intended Project without constructing and extending water and sewer utility lines to the adjacent property to the southwest. Section 82-50(e)(1) of the Code reads, in part:

The developer, at developer’s expense, shall extend all water mains, wastewater lines, other utilities and streets across a property’s full frontage, or as approved by the city engineer, and to the outer boundaries of the subdivision for future connections and use beyond the subdivision. . . . If water and/or wastewater main(s) are across developer’s private property, an easement(s) shall be provided to the abutting line with no gaps such that the main can be easily extended.

The owner is proposing to create and dedicate utility easements on the Property, as the Code provides for, in part, so that in the event the adjacent property needed to extend existing utility lines to their land, they would be able to do so in a more planned and efficient manner. The exact location of the easement the owner would provide would be determined based on the location of the existing mains, which would need to be surveyed prior to creating the easement as part of the proposed plat. As you will see in the discussion herein, requiring the owner to actually construct and extend utilities to the adjacent property, would create an unnecessary development hardship.

Section 82-37(b)(1) of the Code allows for consideration of a waiver to Code provisions, or "major waiver," if found, generally, that 1) there are special circumstances affecting the land such that strict application of the Code would result in unnecessary hardship, 2) granting the waiver will not be detrimental to the public health and safety, and 3) granting the waiver will not prevent orderly subdivision of other land in the area. We believe that this waiver request meets all such criteria, as further described herein below, and after considering the nature of the proposed land use involved and existing uses of the land in the vicinity, and the probable effect of such waivers upon traffic conditions and upon public health, safety, convenience, and welfare in the vicinity. Specifically, in response to the provisions of Sec. 82.37(b):

- *There are special circumstances or conditions affecting the land to be platted such that the strict application of the provisions of these subdivision regulations would result in unnecessary hardship to the applicant and/or the waiver accomplishes one of the following: 1. To preserve environmental features that would be otherwise be(sic) affected by a strict application of these regulations, including tree preservation, geologic formations, steep slopes, springs, or similar conditions; 2. To enable more efficient use of the land; 3. To minimize or correct previous adverse effects from placement of drainage courses, transmission lines, or septic systems; or 4. To enable orientation of lots for greater solar advantage;*

The primary focus and reason for requesting the waiver herein is based upon the problems that would result, given the Property's topography and location. The adjacent property that would otherwise require an extension of utilities is at a lower elevation at such location. Constructing a sewer extension would require also constructing a lift station. A lift station capacity and design is specifically tailored to the land use and demand values of the future development. We have no appropriate, supportive data at this time and we have no way of determining the future sewer demand of the adjacent property. Constructing such a facility is not advisable under these conditions. Further, the adjacent property is currently being receiving water supplied by a private water well and is in no immediate need of extended water utilities.

- *The granting of the waiver will not be detrimental to the public health, safety, general welfare, or injurious to surrounding properties;*

A response to this provision requires looking at the land use of the adjacent property and the utility needs of that property. In this instance, the adjacent land is being used as a sand quarry, which use does not require traditional water and sewer connections. The sand quarry has been in operation for many years without the utilities of the city. Constructing a water line to the adjacent property would create a dead-end main and allow for a portion of the main to go stagnant. Due to the elevation change, a blowoff on the end water main would not work. The end of the proposed main would be significantly lower in elevation (*see Exhibit "2" for proposed elevation details*). A long portion of the main would need to be drained or bled off frequently to

prevent stagnant water from accumulating in the dead-end line. This dead-end section of the water main would increase the burden on the water operator and increase the risk of contaminants within the system. In fact, by constructing a dead-end water main, would actually increase the risk to the public health safety and general welfare. However, as stated above, we would still provide an easement on the Property (based upon confirmed locations of utility mains) so that the adjacent owner would have the ability to extend and connect in the future.

- *The granting of the waiver will not have the effect of preventing the orderly subdivision of other land in the area in accordance with these subdivision regulations;*

The waiver requested herein truly only affects one user, the adjacent property to the southwest, which operates as a sand quarry. The ultimate effect would be to ask that user to finance extending utilities through the provided easement, as is common in any development, as it was for our development when we financed extending utilities. Even considered in a poor light, this result is still not detrimental or causing disorderly subdivision of land, as there is no need for the adjacent owner to extend such utilities now, or at any time in the foreseeable future. Additionally, and importantly, the adjacent property already has access to highway frontage where they would have access to a larger water and sewer main. The sewer is much deeper along the highway frontage and would be more conducive to serve the site. The water would allow for a loop to be placed within the site and reduce dead end situations and could be constructed at the same time with minimum cost additions. With this current access already available to the adjacent property, it is even more apparent that extending utility lines in the area south of the Property is not necessary and granting of the waiver request will not prevent orderly subdivision and development.

Conclusion:

In my professional opinion, the proposed Subdivision waiver remains in harmony with the spirit and intent of the Subdivision Code as it will not adversely affect the health, safety, or welfare of the public or surrounding properties. The owner has looked at ways to satisfy the Code in a reasonable manner, but it has not been practicable. The requested waiver is minimal, but taken together with the other factors in this area and on the Property, the overall impact is even more so, keeping the welfare of the public safe from harmful effects.

Sincerely,



James McKnight
Brown & Ortiz, PC
Representative for Owner, Ingram Readymix

City Representative

Attachment(s):

Exhibit “1”: Property survey and appraisal district information

Exhibit “2”: Sewer elevation exhibit

* LEGEND *

- FOUND 1/2" STEEL ROD W/CAP "VOELKEL"
- FOUND FENCE CORNER AS NOTED
- SET 5/8" STEEL ROD W/CAP "WES RPLS 5907"
- UTILITY POLE

(COURSE VALUE PER DEED FILE NO. 16-6027 O.P.R.K.C.T.)

PROPERTY LINE

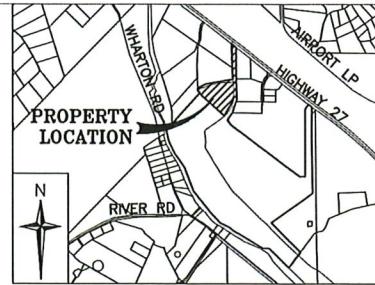
ADJOINER LOT LINE

EASEMENT LINE

ORIGINAL SURVEY LINE



GRID



VICINITY MAP

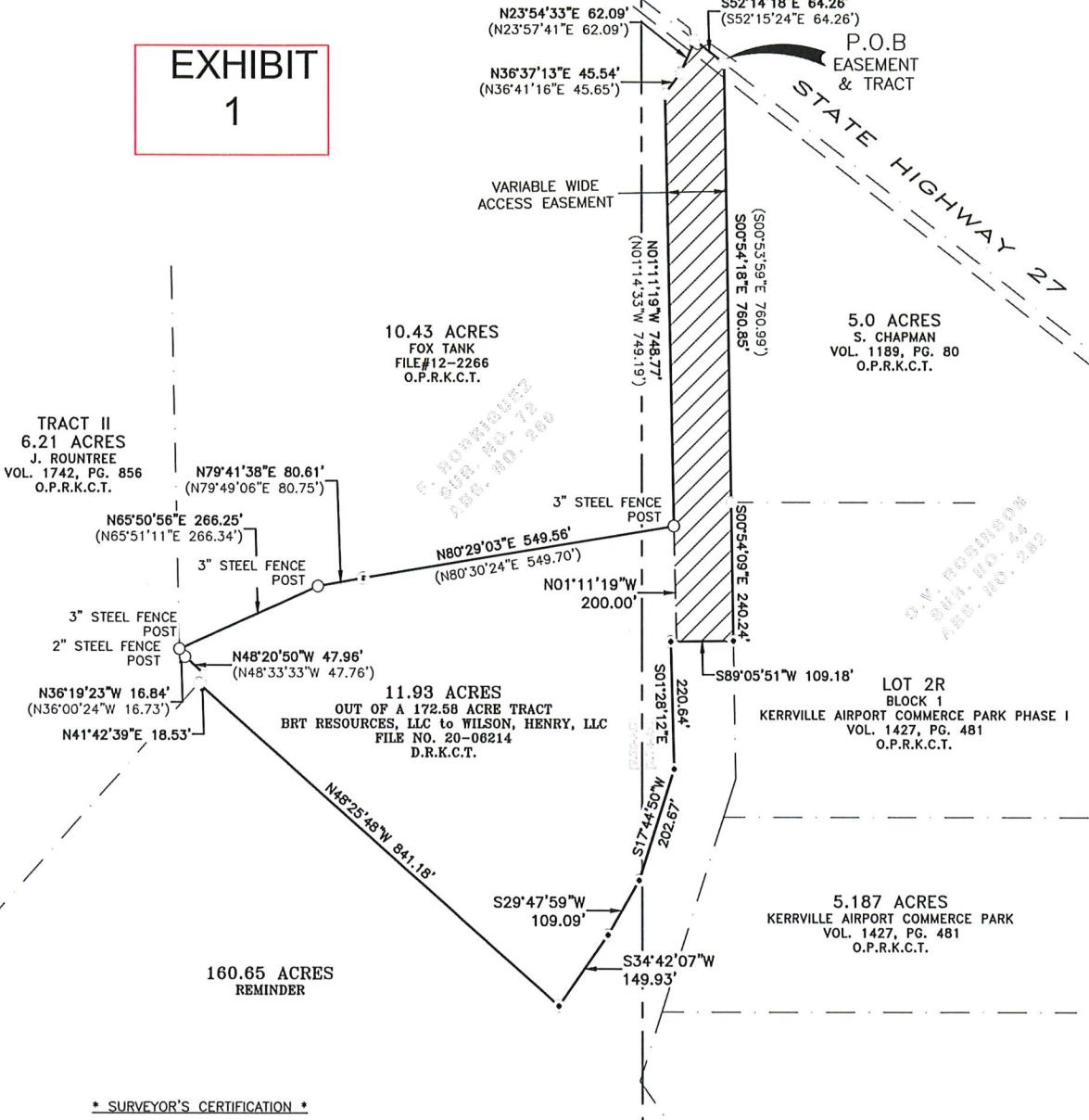
1"=3000'

SOURCE: KERRVILLE GIS

SCALE: 1"=200'

EXHIBIT

1



Property Identification #: 540878

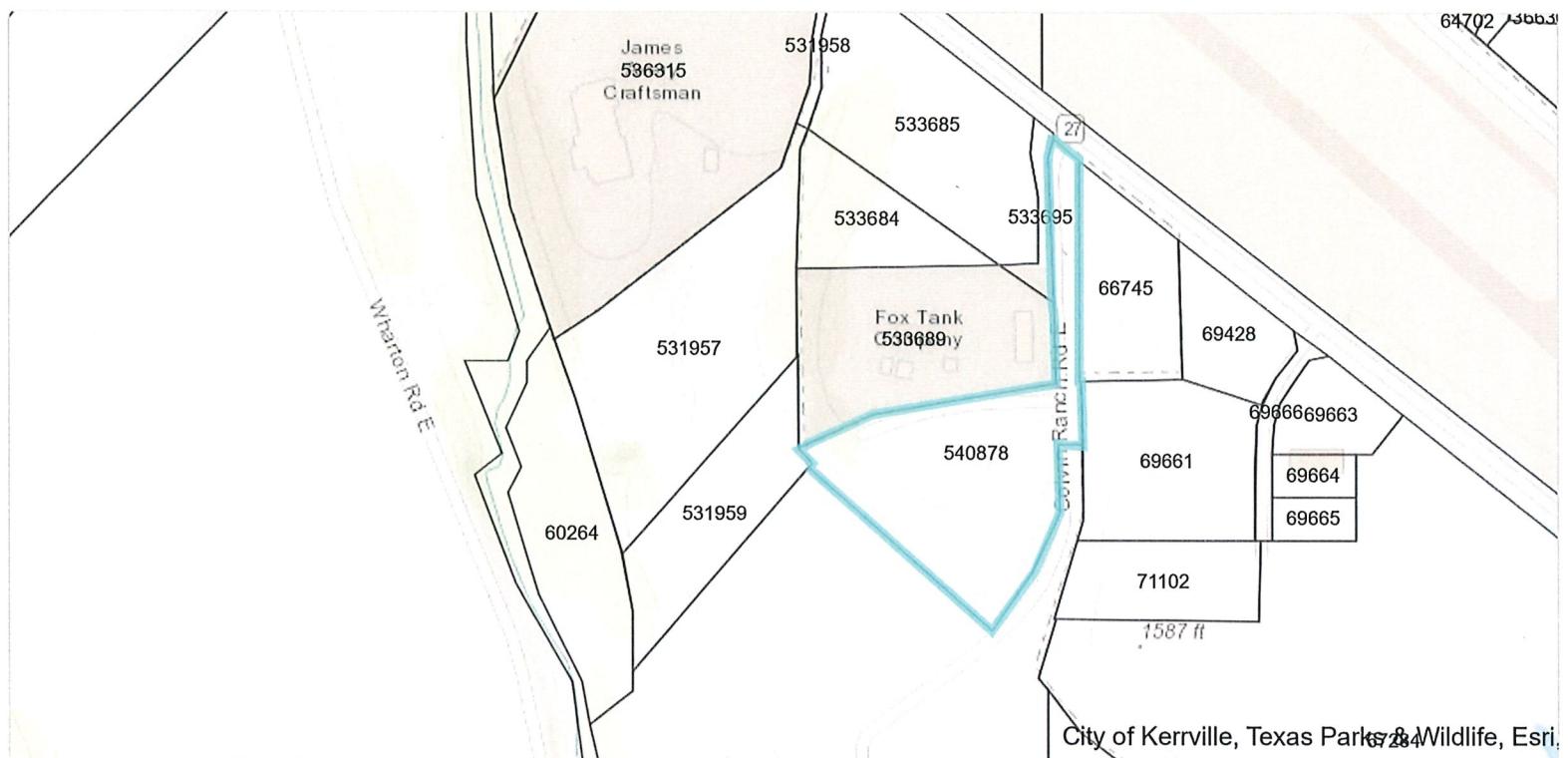
Geo ID: 0280-0072-000301
Situs Address: Null
Property Type: Real
State Code: D2

Property Information: 2023

Legal
Description:
Abstract: A0280
Neighborhood: Null
Appraised Value: N/A
Jurisdictions: GKR, RLT, SCP, UGR, WHU, CAD

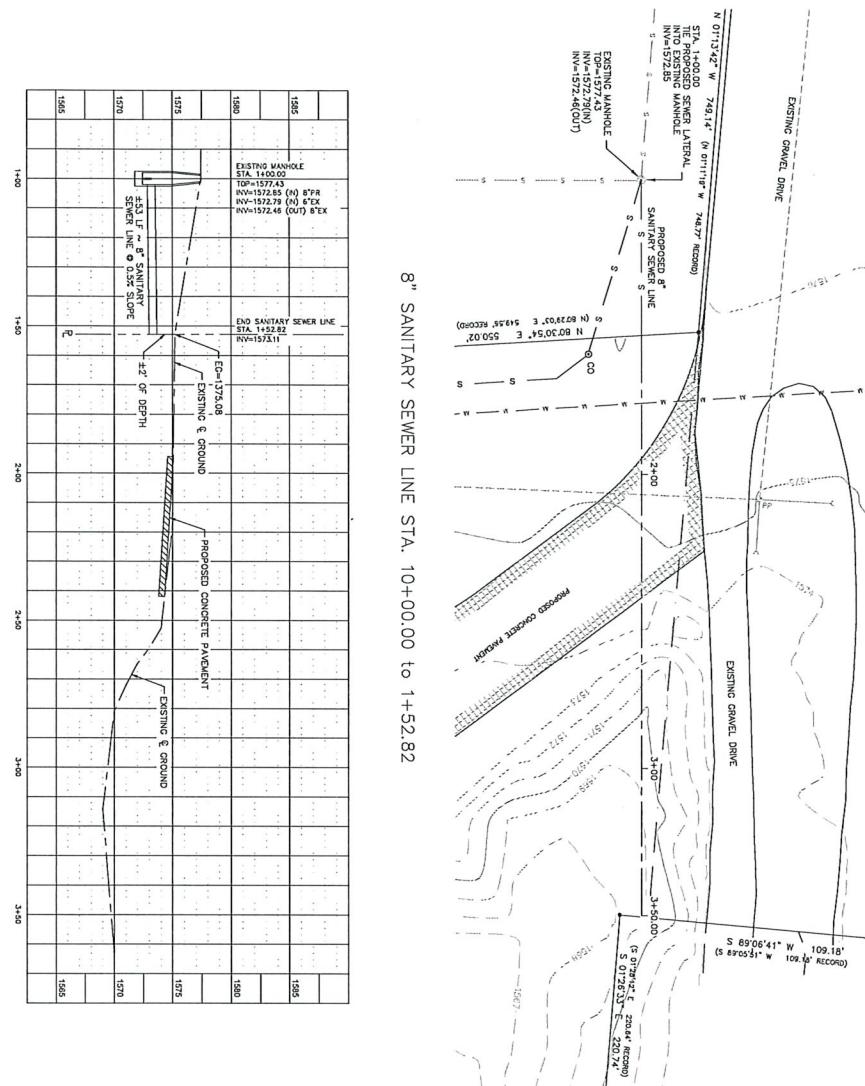
Owner Identification #: 616289

Name: INGRAM READY MIX NO 10 LLC
Exemptions:
DBA: Null



Kerr CAD Map Search

This product is for informational purposes only 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 the approximate relative location of property boundaries. The Kerr County Appraisal District expressly disclaims any and all liability in connection therewith.



FEMA FLOODPLAIN NOTE:
NO PORTIONS OF THIS PROPERTY LIE WITHIN THE FLOOD
PLAIN ACCORDING TO FLOOD PANEL 48242005 EFFECTIVE
DATE 07/02/2011.





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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 14, 2022

SUBMITTED BY: Stuart Barron, Engineering

EXHIBITS: [*20221108_Reso 68-2022 Water-Wastewater Master Plan 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? Yes

Key Priority Area W - Water / Waste-Water / Drainage

Guiding Principle N/A

Action Item W5.1 - Update the City's wastewater master plan to identify CIP solutions

SUMMARY STATEMENT:

The City of Kerrville contracted with Freese and Nichols (F&N) in 2021 to update the Water and Wastewater Master Plan. F&N was tasked with evaluating the current system condition and capacity of both the water distribution and wastewater collection systems. F&N evaluated the systems by updating the City's water and wastewater computer models. Once all the data had been updated, including number of new customers and newly installed infrastructure, F&N calibrated the model using real world pressure and flow data.

Next F&N made virtual improvements to the systems, and added future population growth as identified in the Kerrville 2050 Comprehensive plan. The refined improvements were translated into a recommended Capital Improvement Project (CIP) list. The projects were listed on a system wide plan that will serve the city as a basis for the design, construction, and financing of future facilities and upgrades. These projects are recommended to meet the communities current and future water and wastewater capacity needs.

The needs have been separated into those that are driven by future growth and development, and those that are related to the existing, aging system.

A hard copy of the Water and Wastewater Master Plan Update dated October 2022 Volumes I&II are in the City Secretary Office for viewing.

The plan may also be downloaded at the following links.

<https://www.kerrvilletx.gov/DocumentCenter/View/41699/Water-and-Wastewater-Master-Plan-Update-Volume-1-October-2022>

<https://www.kerrvilletx.gov/1941/Master-Plans>

RECOMMENDED ACTION:

Approve Resolution No. 68-2022.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 68-2022**

**A RESOLUTION ADOPTING THE CITY OF KERRVILLE WATER
AND WASTEWATER MASTER PLAN UPDATE**

WHEREAS, in 2021, the City of Kerrville contracted with Freese and Nichols, Inc. ("FNI") to update the City's previously adopted *Water and Wastewater Master Plan* (the "Plan"); and

WHEREAS, since this time, City staff worked with FNI in evaluating the current system conditions and capacity of both the City's water distribution and wastewater collection systems; and

WHEREAS, FNI evaluated the systems by updating the City's water and wastewater computer models, to include updating the number of customers using the systems and newly installed infrastructure, and thereafter, calibrated the model using real world pressure and flow data; and

WHEREAS, FNI made virtual improvements to the systems, added future population growth as identified in the *Kerrville 2050 Comprehensive Plan*, and created a list of capital improvement projects (CIP), which are recommended to meet the City's current and future water and wastewater capacity needs; and

WHEREAS, all the studies and work has resulted in an update to the Plan, which City staff is recommending that City Council adopt; and

WHEREAS, the Plan, if approved, will serve to guide the City for future infrastructure needs and CIP projects; and

WHEREAS, City Council finds it in the public interest to adopt the update to the Plan as presented;

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

The City Council approves and adopts an update to the *City of Kerrville Water and Wastewater Plan*, dated October 2022, the provisions of which Plan are as set forth in the document on file in the office of the City Secretary.

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

Judy Eychner, Mayor

APPROVED AS TO FORM:

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

Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** October 28, 2022

SUBMITTED BY: Kyle Burow, Engineering

EXHIBITS: [*20221108_Submittals_Public Safety Facility_DB Team Submissions.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? Yes

Key Priority Area F - Public Facilities and Services

Guiding Principle N/A

Action Item F2.4 - Consider bond funding for a new public safety building/complex

SUMMARY STATEMENT:

Request for Qualifications for Design Build Services on the City's Public Safety Facility (RFQ) were issued on September 20, 2022 and eight (8) submissions were received on October 25, 2022. Per Local Government Code Sec. 2269.307, the selection committee evaluated responses based on the criteria identified in the RFQ and request City Council's authorization to qualify (short-list) a maximum of five responders to submit proposals for final selection.

The Committee's list of five recommended finalist will be presented at the City Council meeting, Tuesday November 08, 2022.

RECOMMENDED ACTION:

Approve recommended Design-Build teams to solicit Proposals.

APPARENT LOW BIDDERS

Request for Qualifications (RFQ) - Design-Build Services for a New Public Safety Facility

	Bidder
1	SpawGlass Contractors, Inc. <i>Submitted: 10/25/2022 2:08:53 PM</i>
2	Guido Construction Company <i>Submitted: 10/25/2022 1:57:41 PM</i>
3	Rogers-O'Brien Construction <i>Submitted: 10/25/2022 1:50:43 PM</i>
4	Joeris General Contractors <i>Submitted: 10/25/2022 1:41:00 PM</i>
5	CORE Construction <i>Submitted: 10/25/2022 12:23:48 PM</i>
6	Structure Tone Southwest <i>Submitted: 10/25/2022 11:09:57 AM</i>
7	Thos. S. Byrne, Inc. <i>Submitted: 10/25/2022 11:02:55 AM</i>
8	Skanska <i>Submitted: 10/25/2022 9:09:57 AM</i>

Bids opened at: 10/25/2022 3:00:47 PM



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

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

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** November 1, 2022

SUBMITTED BY: Citizen Barbara Dewell-Ferguson

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

The following summary is written by the citizen requestor: The Texas Penal Code in 43.21, 43.22, 43.23 defines obscenity and the laws that govern the display, promotion, and distribution of such material. In light of the recent display at the Butt-Holdsworth Memorial Library, and the awareness it raised of the types of materials accessible to children, the City Council should review and revise the current policies of the library and hold accountable those responsible for violating our community standards and/or these statutes by their actions or inaction.

This summary has not been verified nor is the opinion of the City Staff.

RECOMMENDED ACTION:

Discussion.



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

SUBJECT: Appointment to the Food Service Advisory Board.

AGENDA DATE OF: November 4, 2022 **DATE SUBMITTED:** September 27, 2022

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Four terms expire November 30, 2022.

Three applications have been received: Shonna Ebert, Wendy Massey (eligible for reappointment), and Elena Ramirez.

Interview team is Place 1 Councilmember Garcia and Place 4 Councilmember Hughes.

RECOMMENDED ACTION:

Appoint members.