

AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING

TUESDAY, JUNE 27, 2023, 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
JUNE 27, 2023 6:00 PM
CITY HALL, 701 MAIN STREET, KERRVILLE, TEXAS



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

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 meeting begin. Each speaker is limited to four minutes.

Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun.

Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

Pursuant to Section 46.03, Penal Code (places weapons prohibited), a person may not carry a firearm or other weapon on this property.

Thank you for your participation!

CALL TO ORDER: Mayor Judy Eychner

INVOCATION AND PLEDGE OF ALLEGIANCE: Councilmember Jeff Harris

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 Commendations for termed outgoing Board members of the Economic Improvement Board.
 - 2.B Proclamation recognizing July 2022 as National Park and Recreation Month.
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 Community Challenge Grant Memorandum of Understanding (MOU) between the AARP and the City of Kerrville.
Attachment: [20230627_MOU AARP Grant.pdf](#)
 - 4.B City Council meeting minutes, June 13, 2023.
Attachment: [20230627_Minutes CC meeting 6-13-23 6pm.pdf](#)
 - 4.C City Council workshop minutes, June 20, 2023.
Attachment: [20230627_Minutes CC workshop 6-20-23 10am budget.pdf](#)

END OF CONSENT AGENDA.

5. PUBLIC HEARING AND ORDINANCES, FIRST READING:

- 5.A Ordinance No. 2023-17. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas; by changing the zoning of an approximate 15.92 acre property known as 199 Spur 100; from a Residential Mix Zoning District (RM) to a Public and Institutional Zoning District (PI); and providing other matters relating to the subject.

Attachment: [20230627_Ord 2023-17 Zone change 199 Spur 100.pdf](#)

- 5.B Ordinance No. 2023-18. An Ordinance annexing a tract of land into the corporate limits of the City of Kerrville, Texas; such property consisting of approximately 111.806 acres and generally located adjacent to and northeast of Lower Turtle Creek Road; such property being used to further the expansion of the Comanche Trace Residential Subdivision; the property more specifically described in the Ordinance and being located within the Extraterritorial Jurisdiction of and adjacent to the City Limits; adopting a service agreement; establishing the zoning for the annexed property as a Medium Density Residential Zoning District (R-2); and providing other matters relating to this subject.

Attachments: [20230627_Ord 2023-18 Annex-Zone Comanche Trace phase 19.pdf](#)

[20230627_Letter_in-favor Dittloff.pdf](#)

[20230627_Letter opposed Leporati.pdf](#)

- 5.C Ordinance No. 2023-19. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas; by changing the zoning of an approximate 0.75 acre property known as 512 Yorktown; from a Medium Density Residential Zoning District (R-2) to a Light Commercial Zoning District (C-2); and providing other matters relating to the subject.

Attachment: [20230627_Ord 2023-19 Zone-C2 512 Yorktown.pdf](#)

6. INFORMATION & DISCUSSION:

- 6.A Monthly Financial Report for month-ended May 31, 2023.

7. ORDINANCES, FIRST READING:

- 7.A Ordinance No. 2023-21. An Ordinance amending the City's FY2023 budget to allocate funds from the American Rescue Plan Act (ARPA) to purchase Public Safety vehicles and equipment.

Attachment: [20230627_Ord 2023-21 FY23 budget amendment ARPA for Public Safety.pdf](#)

- 7.B Ordinance No. 2023-20. An Ordinance amending Chapter 70 "Offenses and Miscellaneous Provisions", Article III "Electioneering at Polling Locations", of the City's Code of Ordinances to revise the Article as to regulations applicable to electioneering on City-owned or City-controlled property; 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: [20230627_Ord 2023-20 Electioneering revised regs.pdf](#)

[20230627_Map Election Buffer 240 Feet.pdf](#)

8. CONSIDERATION AND POSSIBLE ACTION:

- 8.A Resolution No. 19-2023. A Resolution providing for the appointment of two alternate judges to assist the Presiding Judge of the City of Kerrville Municipal Court. (Item eligible for Executive Session 551.074)

Attachment: [20230627_Reso 19-2023 Municipal Court alternate judges.pdf](#)

- 8.B Discuss the City's Declaration of local state of disaster due to the COVID public health emergency, March 20, 2020.

9. BOARD APPOINTMENTS:

- 9.A Appointment to the Building Board of Adjustment and Appeals. (Item eligible for Executive Session 551.074).

- 9.B Appointment to the Planning & Zoning Commission. (Item eligible for Executive Session 551.074).

- 9.C Appointment(s) to the Zoning Board of Adjustment. (This item is eligible for Executive Session 551.074).

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

10.A Appointment of Associate Municipal Court Judges. (551.074)

10.B Appointment to the Building Board of Adjustment and Appeals. (551.074)

10.C Appointment to the Planning & Zoning Commission. (551.074)

10.D Appointment(s) to the Zoning Board of Adjustment. (551.074)

 10.E Economic Development projects: Project Mount Saddle, Project Winridge (551.071, 551.087)

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

12. **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: Commendations for termed outgoing Board members of the Economic Improvement Board.

AGENDA DATE OF: June 27, 2023

DATE SUBMITTED: June 5, 2023

SUBMITTED BY: Mayor Judy Eychner

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:

Recognize Danny Almond and Gregory Richards.

RECOMMENDED ACTION:

Present commendations.



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

SUBJECT: Proclamation recognizing July 2022 as National Park and Recreation Month.

AGENDA DATE OF: June 27, 2023

DATE SUBMITTED: April 28, 2023

SUBMITTED BY: Ashlea Boyle, Director Parks & Recreation

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 P - Parks / Open Space / River Corridor

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Since 1985, America has celebrated July as Park and Recreation Month, a program of the National Recreation and Park Association (NRPA). The goal is to raise awareness of the vital impact that parks and recreation professionals have on communities across the country. Park and Recreation Month encourages everyone to reflect on the exponential value parks and recreation brings to communities.

This year's theme is "Where Community Grows," and the Kerrville Parks and Recreation Department is bringing attention to how important community is within our parks system. Every day, park and recreation professionals rise up for their communities in service of equity, climate-readiness, and overall health and well-being. Kerrville is a stronger, more vibrant, and resilient community because of parks and recreation.

With over 25 City parks and dozens of events throughout the year, Kerrville Parks and Recreation has a lot to offer the community. While neighborhood parks, such as Carver Park, Elm Creek Park, and Westland Park, make up the majority of Kerrville's parks, the department has larger community and regional parks, such as Singing Wind Park, Louise Hays Park, and Kerrville-Schreiner Park, for its citizens and visitors to enjoy. Special-use parks such as the boat ramps at Cypress and Knapp Parks, Scott Schreiner Golf Course, Kerrville Sports Complex, and Kerrville Tennis Complex are also part of Kerrville's park system. A list of all City parks can be found online at www.kerrvilletx.gov under the Parks and Recreation Department section.

The Kerrville Parks and Recreation Department also proudly provides dozens of community recreation events each and every year. The majority of events are free to attend. Join the City of Kerrville Parks and Recreation Department as we celebrate our parks and the selfless, passionate, and essential work of park and recreation professionals who are providing services that are vital to healthy living in our community.

RECOMMENDED ACTION:

Present proclamation.



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

SUBJECT: Community Challenge Grant Memorandum of Understanding (MOU) between the AARP and the City of Kerrville.

AGENDA DATE OF: June 27, 2023

DATE SUBMITTED: June 12, 2023

SUBMITTED BY: Kim Meisner, Assistant City Manager

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	C - Community / Neighborhood Character and Place Making
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

One of the goals of the Senior Services Advisory Committee (SSAC) was to apply and be selected for a Community Challenge Grant through the AARP. The SSAC applied for a grant last year but was not selected to receive a grant.

In early 2023, the SSAC appointed a sub-committee to work on completing the grant. The AARP grant funds must be used to improve the local community with a focus on the needs of people age 50+ by increasing social connections between older adults and all residents of the community (with a focus on people age 50 and older). The SSAC application included a request for a one time payment of grant funding in the amount of \$15,000.00 to purchase and install five permanent benches along the river trail and/or in city parks and five trees to plant along the river trail and/or in city parks. Each bench will have capacity for at least two adults each, for visitors and adults age 50-plus to rest and socialize and the trees will provide shade and a cooler environment for visitors, especially those age 50-plus. The grant application was submitted on February 27, 2023.

Per AARP, 2023 was their most competitive year with more than 3,600 applications nationwide. The City was notified that we had been selected to receive a Flagship Grant of \$15,000 through the 2023 AARP Community Challenge on May 11, 2023.

The first step in accepting the grant is to sign a Memorandum of Understanding.

RECOMMENDED ACTION:

Staff recommends Council approve the Memorandum of Understanding which will allow staff to submit the executed MOU to AARP.

COMMUNITY CHALLENGE GRANT MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“Agreement”) serves as an agreement between **AARP**, a social welfare organization located at 601 E Street, NW, Washington, DC 20049; and **City of Kerrville**, a **municipality** located at 701 Main Street, Kerrville, Texas 78028 (“Organization”). Whereas, AARP wishes to grant Organization funding for the purposes set forth herein, and Organization wishes to perform the grant activities described herein. Therefore, the Parties agree as follows:

1. **Funding.** AARP shall provide Organization with a one-time payment of grant funding in the amount of **\$15,000.00** (“Grant Funds”).
2. **50+ Focus.** Organization will use the Grant Funds to improve the local community with a focus on the needs of people age 50+ by **increasing social connections between older adults and all residents of the community (with a focus on people age 50 and older)** (“Goal”).
3. **Project Timeline.** Organization will perform the activities described herein and **complete all projects** between the date of execution of this Agreement and **November 30, 2023, at 11:59 p.m.** (“Grant Period”).
4. **Scope of Grant and Anticipated Activities to be Funded.** Organization shall use the Grant Funds to undertake the following activities in **Kerrville, Texas** during the Grant Period and achieve the following deliverables (collectively “Grant Activities”):
 - a. Organization will create, pursuant to 4.b. and 4.c., a multiuse outdoor space or spaces to encourage active living and engagement among older adults of all ability levels
 - b. Organization will purchase and install five permanent benches along the river trail and/or in city parks. Each bench will have capacity for at least two adults each, for visitors and adults age 50-plus to rest and socialize.
 - c. Organization will purchase five trees to plant along the river trail and/or in city parks. The trees will provide shade and a cooler environment for visitors, especially those age 50-plus.
 - d. Organization will have a community ribbon cutting (the “Event”) in November 2023 once the benches have been installed and the trees have been planted at each location.
 - e. Organization will include a statement about funding support from AARP in all promotional materials (newsletters, press releases, etc.) related to the Grant Activities and Event.
 - f. Organization will include AARP branding and language in all Event and location signage.
 - g. Organization will include AARP provided and/or approved branding and language that indicates AARP’s support for the Grant Activities as applicable:
 - i. Events and Temporary Demonstrations: Signs, banners, or similar signage associated with the activity will indicate that the event or activity was funded with support from AARP
 - ii. Permanent Structures: Structures (benches) will include a permanent plaque or other sign that indicates support from AARP for the Grant Activities.
 - iii. Printed Digital Resources or similar communications: Materials will include the AARP logo and mention of support from AARP for the Grant Activities.
5. **Reporting Requirements.** Organization shall submit a financial and programmatic After-Action Report to AARP, detailing all progress or achievement of the Grant Activities described herein. The report shall include an itemized listing of any and all expenditures and draw-downs of the Grant

Funds made during the Grant Period. Organization will submit After Action Report for the Grant Activities and other requirements in this Agreement with visuals (photos and/or video) to AARP point of contact provided in this Agreement by **December 31, 2023**.

6. **Documentation and Right to Audit.** Organization shall retain invoices, receipts, accounting records, and other supporting documentation for at least five (5) years following the expiration of the Grant Period. Organization shall maintain books and records consistent with generally accepted accounting principles and good business practices. AARP retains the right to audit Organization's books and records upon reasonable notice, for the limited purpose of confirming that Grant Funds are expended and drawn down solely to conduct Grant Activities and in accordance with the terms of this Agreement.
7. **Permissible Use of Grant Funds, Repayments, and Refunds.** Organization shall use the Grant Funds exclusively for the performance of Grant Activities. AARP retains the right to receive an immediate refund of all improperly expended or unearned funds, as determined in AARP's sole and reasonable discretion, from Organization upon written demand. If Organization anticipates a change in the scope or direction of Grant Activities, it must procure prior written approval from AARP before expending Grant Funds for any activity not specifically detailed herein. Furthermore, upon the expiration of the Grant Period or if Organization fails to comply with any term of this Agreement, Organization agrees to return any unexpended portion of the Grant Funds in Organization's possession upon written demand from AARP.
8. **Term and Termination.** The effective date of this Agreement shall be the date of execution, and the Agreement shall automatically terminate on **January 31, 2024**. This Agreement may be terminated by AARP at any time and for any reason upon written notification to Organization. Upon such termination, Organization shall return all unexpended portions of the paid Grant Funds to AARP with receipts and other documentation to substantiate the returned amount within forty-five (45) days of written receipt of early termination from AARP, and AARP shall have no further obligation to provide Organization with any Grant Funds.
9. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no Party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other Party hereto, in the absence of a separate writing, executed by an authorized representative of the other Party. Each Party shall be solely responsible for its employees and contractors used to provide the Agreement.
10. **No commercial or political activity.** Both Parties recognize that AARP is a non-profit, non-partisan tax-exempt organization and agree that the Grant Funds will not be used to support or oppose political candidates or initiatives. Notwithstanding any specific deliverable herein, Grant Funds shall not be used to promote any commercial product or service or for-profit entity.
11. **Indemnification.** To the extent allowable by applicable law, each Party (an "Indemnifying Party") shall indemnify, hold harmless, and defend the other Party, its affiliates, and their respective officers, directors, employees, contractors, agents, and representatives (each of whom is an "Indemnified Party") against all liability, costs, actions, suits, judgments, damages, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from (a) the negligent, reckless or willful acts or omissions of Indemnifying Party, its officers, directors, employees, independent contractors, or agents; (b) Indemnifying Party's breach of this Agreement, including failure to provide the services and work as set forth in this Agreement; and (c) any claim that the services or work product of the Indemnifying Party provided under this Agreement infringes or violates the

intellectual property or other rights of third parties, except to the extent caused by the Indemnified Party. The Parties acknowledge and agree that the indemnity specified herein will include, without limitation, indemnification for settlements or compromises of matters covered by this indemnity. The Indemnifying Party shall not settle any such suit or claim without the Indemnified Party's prior written consent if such settlement would be adverse to the Indemnified Party's interest. The Indemnified Party may, at its option, conduct the defense in any third-party action arising as described above and the Indemnifying Party agrees fully to cooperate with such defense. The obligations and rights granted in this Section shall survive the expiration and termination of the Agreement.

12. **Insurance.** Both Parties agree to carry and maintain comprehensive general liability and professional liability in an amount not less than one million dollars (\$1,000,000) and workers' compensation insurance in an amount as required by applicable law covering all personnel engaged in the furnishing of services under this Agreement for the duration of the Grant Period.
13. **Acknowledgment and Trademark Licenses.** Organization shall acknowledge AARP's support in all press release, public announcement, and publicly-released documents related to the Grant Activities detailed herein. To that end, AARP grants Organization a royalty-free non-exclusive, revocable license to use its name and corporate logo solely for that purpose upon the advanced written approval of AARP in each instance. In addition, Organization grants AARP a non-exclusive, royalty-free, world-wide, license to use Organization's corporate trademark, including its name and/or logo for the limited purpose of communications regarding the Grant Activities between AARP and Organization to AARP members, the 50+ and the general public in promotion of AARP in all media and mediums, including without limitations, broadcast, print, online and AARP membership materials until the expiration or termination of this Agreement. All trademark licenses granted under this section are non-transferrable and Organization shall not create any new use of the AARP trademark upon expiration or termination of this Agreement.
14. **Warranties.** Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; and (e) the content, media, and other materials used or provided as part of the Agreement shall comply with all applicable laws and regulations and shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party. If necessary, Organization shall enter into written agreements and obtain written releases from third parties, in order to ensure that any work product can be used by AARP as contemplated herein.
15. **Confidentiality and Privacy.** Both Parties agree to take commercially reasonable measures to protect information obtained from the other, provided information is marked "confidential" or is of such a nature that the recipient Party has reason to believe it is confidential. Organization shall not rent, sell, lease, distribute, or otherwise knowingly make available to any third party any information obtained from AARP about AARP, AARP members, or any AARP activity, unless prior written authorization has been obtained from AARP or Organization is required to release information by valid subpoena or court order or pursuant to the Texas Public Information Act (Ch. 552, Tx. Gov't Code). This section shall survive the expiration or termination of this Agreement.
16. **Additional Terms.** Organization shall not assign or otherwise transfer the Agreement, including by change of control, to any party without the prior written consent of AARP. This Agreement represents

the entire agreement between Parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the Parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all Parties or their respective designees. The Parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.

17. **Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact, including delivery of reports, for both AARP and the Organization:

AARP

Mike Watson
Director, Livable Communities, Programs
601 E Street, NW
Washington DC 20049

City of Kerrville

KIMBERLY MEISMER
INTERIM CITY MANAGER
701 MAIN ST
KERRVILLE, Texas 78028

ACCEPTED AND AGREED TO BY:

AARP

By: _____

Printed Name: Mike Watson

Title: Director, Livable Communities, Programs

Date: _____

City of Kerrville

By: Kimberly Meisner

Printed Name: Kimberly Meisner

Title: INTERIM CITY MANAGER

Date: 6/20/2023

APPROVED AS TO FORM

Michael C. Hayes
Michael C. Hayes, City Attorney



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

SUBJECT: City Council meeting minutes, June 13, 2023.

AGENDA DATE OF: June 27, 2023

DATE SUBMITTED: June 5, 2023

SUBMITTED BY: Shelley McElhannon, City Secretary

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:

City Council meeting minutes held June 13, 2023 at 6:00 p.m., City Hall.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[*20230627_Minutes CC meeting 6-13-23 6pm.pdf*](#)

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
JUNE 13, 2023 6:00 PM**

On June 13, 2023 at 6:00 p.m., Mayor Judy Eychner called the Kerrville City Council meeting to order in City Hall Council Chambers, 701 Main Street. Councilmember Joe Herring, Jr. provided the invocation and led the Pledge of Allegiance.

COUNCILMEMBERS PRESENT:

Judy Eychner, Mayor
Brenda Hughes, Mayor Pro Tem/Councilmember Place 4
Roman Garcia, Councilmember Place 1
Jeff Harris, Councilmember Place 2 Elect
Joe Herring, Jr., Councilmember Place 3

COUNCILMEMBER ABSENT:

None

CITY EXECUTIVE STAFF:

E.A. Hoppe, City Manager
Mike Hayes, City Attorney
Kim Meisner, Asst City Manager
Michael Hornes, Asst City Manager
Shelley McElhannon, City Secretary
Stuart Barron, Exec Dir PW & Eng
Julie Behrens, Director of Finance

Danielle Brigati Director of Library
Ashlea Boyle, Director of Parks & Rec
Stuart Cunyus, Public Information Officer
Guillermo Garcia, Exec Director Innovation
Eric Maloney, Fire Chief
Chris McCall, Police Chief
Charvy Tork, Director of IT

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.

2. PRESENTATION(S):

2A. Proclamation recognizing June 2023 as Great Outdoors month in Kerrville, Texas.

Mayor Eychner presented a proclamation recognizing June 2023 as Great Outdoors month. Director of Parks & Recreation Ashlea Boyle along with Parks & Recreation staff Rosa Ledesma, Deidre Flores, and Tina North, and Parks & Recreation Advisory Board Chair Lisa Nye-Salladin received the proclamation.

3. VISITORS FORUM:

Shelley McElhannon advised Mayor Eychner that twenty-three speakers had signed up to speak during the forum. Mayor Eychner suggested each speaker be limited to two minutes instead of four minutes, which Councilmember Roman Garcia objected. Councilmember Brenda Hughes made a motion that during this visitors forum each speaker be limited to two minutes, seconded by Councilmember Herring. The motion was approved 4-1. At 6:10 p.m., Councilmember Garcia called "point of order" citing *Meeting Policies* stating a speaker time can be extended but not reduced. Mike Hayes advised the Presiding Officer rules on "point of order". At 6:13 p.m., Mayor Eychner acknowledged Councilmember Garcia's "point of order" and ruled to proceed with the vote. The motion passed 4-1 with Mayor Eychner, Councilmember Jeff Harris, Councilmember Hughes, and Councilmember Herring voting in favor, and Councilmember Garcia opposed. The following person(s) spoke:

- Kim Clarkson
- Jennifer Daschel
- Carolyn Dreyer
- Joann Livingston – passed when called
- Mike and Jan Pieraccini
- Martha Hix
- Jaclyn Hall
- Gillian Wiggins
- Susan Sommers
- Pamela Lienhard
- Joe Rexach
- Robin Monroe
- Susan Wolff
- Bethany Puccio
- Barbara Ferguson
- Cheryl Fitch
- Marnie Bethel
- David Espenlavb
- Carolynn O'Quinn
- Brent Bates
- Karen Guerriero
- George Baroody
- Sean Boerner

Mayor Eychner, Councilmember Hughes, and Councilmember Herring recognized and thanked E.A. Hoppe for his leadership.

4. CONSENT AGENDA:

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

4A. Resolution No. 18-2023. A Resolution authorizing the use of internal combustion engines on Nimitz Lake upstream of the City's impoundment dam for the Kerrville Triathlon and the safety of competitors.

4C. City Council workshop minutes, May 23, 2023.

4D. City Council meeting minutes, May 23, 2023.

4E. City Council meeting minutes, May 26, 2023.

4F. City Council meeting minutes, May 30, 2023.

END OF CONSENT AGENDA.

4B. Renewal of Microsoft subscription licenses in the amount of \$110,279.48 through SHI under a cooperative contract of the Texas Department of Information Resources (DIR) DIR-TSO-4092.

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

Councilmember Herring made a motion to adopt item 4B the renewable Microsoft software subscription in an amount not to exceed \$110,279.48, seconded by Councilmember Hughes. The motion passed 5-0.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. A.C. Schreiner House renovation and Heart of the Hills Heritage Center Project update.

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

Councilmember Hughes made a motion to direct the City Manager to contractually proceed with the 30% design phase and the structural assessment of the A.C. Schreiner House, seconded by Councilmember Herring. The motion passed 5-0.

5B. Placement of the Visitor/Citizen forum within the order of the City Council agenda.

Mayor Eychner provided information and responded to questions.

The following person(s) spoke:

- Jaclyn Hall – did not show up at mic, and was advised citizen had left the meeting
- Gail Wright
- Bethany Puccio
- Nikki Caines
- Peggy McKay
- Lilly Beard
- Jerry Wolff
- George Barody

Mayor Eychner advised that the Visitor/Citizen forum section will remain in the same order on the agenda.

Councilmember Garcia made a motion to place the Visitor/Citizen forum immediately after the Invocation and Pledge. Mayor Eychner called for a second, with no second. Motion failed from lack of a second.

5C. City's electioneering rules and policies (Chapter 70, Article III Electioneering at Polling Locations, City's Code of Ordinances).

Councilmember Hughes provided information.

The following person(s) spoke:

- Barbara Ferguson
- Nikki Caines
- George Barody

Council discussion ensued during item review.

SIGNS:

1. *No one may post political signs or literature on City of Kerrville owned or controlled property that is being used as a polling place at any time other than during the voting*

period of a particular election, as defined in Section 61.003(b)(2) of the Texas Election Code, and for 30 minutes before and after the voting period ends. This includes laying signs out on the property.

Council consensus of approval 5-0.

2. *No more than ten (10) signs per candidate may be placed or erected on the controlled property being used as a polling place. This includes all types of signs i.e. banners, ground signs, hand-held signs, magnetic signs, billboard type signs, posters, etc. Strike etc and place period after posters.*

Councilmember Hughes made a motion to approve and eliminate the word etc, seconded by Councilmember Herring. The motion passed 4-1 with Mayor Eychner Councilmember Harris, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia opposed.

3. *No signs may be erected or placed in a public walkway, sidewalk, or thoroughfare.* Councilmember Harris made a motion to approve and eliminate the word etc, seconded by Councilmember Hughes. The motion passed 4-1 with Mayor Eychner Councilmember Harris, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia opposed.

4. *Signs must not prohibit visibility of traffic or obstruct the view of traffic.*

Council consensus of approval 5-0.

5. *No signs can be placed any closer than 100 feet from the polling location.*

Council consensus of approval 5-0.

6. *No signs will remain on the polling location property overnight.*

Council consensus of approval 5-0.

7. *No more than four (4) signs per candidate may be carried on the controlled property being used as a polling place. Person(s) carrying signs must not impede the progress of voters, and avoid walkways and thoroughfares, and must not prohibit visibility of traffic or obstruct the view of traffic.*

Councilmember Hughes made a motion to combine number 7 with number 2 and make it a bit more clear that the total is ten (10) signs and that four (4) of those ten (10) signs can be held, seconded by Councilmember Herring. The motion passed 4-1 with Mayor Eychner Councilmember Harris, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia opposed.

8. *No one may post a political sign using posts that may damage subterranean water and electrical lines. For purposes of these regulations, the term "posts" shall include, but not be limited to wooden stakes, rebar, PVC posts, metal posts. Heavy gauged wire is generally used for political yard signs and is allowed.*

Council consensus of approval 5-0.

9. *No one may post a political sign on any permanent structure, including buildings, fences, gates, and trees.*

Councilmember Harris made a motion to replace 9 with the current Polling Article III item 3 "No one may attach, place, or otherwise affix an electioneering sign, literature,

or material to any building, tree, shrub, ole, or other improvement at the polling place”, seconded by Councilmember Hughes. The motion passed 5-0.

10. *No one may post signs nor hold signs larger than 36 square feet or taller than eight (8) feet from the ground, including the supporting poles, nor uses lights or any moving elements on controlled property being used as a polling place.*

Councilmember Garcia made a motion to strike the language “or any moving elements” seconded by Councilmember Hughes. The motion passed 5-0.

11. *No one may post a sign that is larger than 18 inches by 24 inches within ten feet of the public roadway adjacent to the polling place.*

Council consensus of approval 5-0.

12. *Any political sign in violation of these regulations may be removed by City Staff City Manager or designee and placed in temporary storage. The sign owner will be contacted, and will arrange a time during normal working hours to pick up the sign(s). If the owner of the political sign fails to pick up the removed sign(s) within five (5) business days, the City will dispose of the sign(s).*

Council consensus of approval 5-0 and to strike City Staff and replace with City Manager or designee.

13. *These regulations will be in effect from the date of approval of the revised regulations.*

Council consensus to strike 5-0.

SOUND AMPLIFICATION DEVICE OR SOUND TRUCK:

- ~~• Section 61.004 of the Texas Election Code sets forth the prohibition of using a sound amplification device to electioneer within 1,000 feet of the early voting or election day polling place: Electioneering for or against any candidate, measure, or political party (and for the purpose of this Subsection, a person operates a vehicular loudspeaker if the person drives the vehicle, or uses the loudspeaker, or operates any sound equipment in connection with the loudspeaker).~~

~~An offense under this section is a Class C misdemeanor.~~

Councilmember Garcia moved to replace wording under **Sound Amplification Device** and insert language directly from Section 61.004 of the Texas Election Code: “Section 61.004 of the Texas Election Code states: (a) A person commits an offense if during the voting period and within 1,000 feet of a building in which a polling place is located, the person operates a sound amplification device or a vehicle with a loudspeaker while the device or loudspeaker is being used for the purpose of: (1) making a political speech; or (2) electioneering for or against any candidate, measure, or political party. A person operates a vehicle with a loudspeaker if the person drives the vehicle, uses the loudspeaker, or operates sound equipment in connection with the loudspeaker. An offense under this section is a Class C misdemeanor.”, seconded by Councilmember Harris. The motion passed 5-0.

- ~~• No one may disturb the peace nor play music, speak over a p.a. system, loud speakers, bull horns, or any other amplification device, within 1,000 feet of the polling location on early voting days or election day.~~

Council consensus to strike 5-0.

CAMPAIGNING:

- *A candidate can have one tent set up in the east-end of Jefferson Street parking lot – along the fence line of the Cailloux property and St. Peters property.*
Council consensus to table item 5-0, and directed City Manager to provide a 240 feet radius from the polling location outward - to the Eastern boundary of the property.
- *A candidate/representative should arrive at the polling location grounds no more than thirty minutes before polls open, and should depart the polling location by thirty minutes after polls close.*
Council consensus of approval 5-0, and adding applicable language in reference to tents, signs, and campaign materials.
- *A candidate must adhere to the 100 foot rule and not cross within 100 feet of the polling location in order to campaign.*
Council consensus of approval 5-0.
- *Candidates may not accost, harass, intimidate, or touch voters, and any citizens traveling to and from the polling locations.*
Council consensus of approval 5-0.
- *A candidate must not block the sidewalk, the parking lot, or impede a person's progress.*
Mayor Eychner made a motion to approve the campaigning item "A candidate must not block the sidewalk, the parking lot, or impede a person's progress", seconded by Councilmember Hughes. The motion passed 4-1 with Mayor Eychner Councilmember Harris, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia opposed.
- ~~*Citizens do have the right to file harassment and press charges.*~~
Council consensus to strike 5-0.

Mayor Eychner directed staff to amend Ordinance with the policies approved by City Council (above).

6. BOARD APPOINTMENTS:

6A. Appointments to the Economic Improvement Corporation. (Item eligible for Executive Session).

Councilmember Herring made a motion to convene closed Executive Session under 551.071 (consultation with attorney), seconded by Councilmember Hughes. The motion passed 5-0. The open meeting recessed, and closed Executive Session convened at 9:15 p.m.

7. EXECUTIVE SESSION:

7.A Appointments to the Economic Improvement Corporation. (551.074)

7.B Economic Development projects update: Project Mount Saddle, Project Wildflower, Project Windridge (551.071, 551.087)

The closed Executive Session adjourned and the open meeting re-convened at 9:40 p.m. Item 7B was not discussed.

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

8A. Appointments to the Economic Improvement Corporation.

Mayor Eychner made a motion to reappoint Gregg Appel and Kim Clarkson, and to appoint Councilmember Herring as a Council liaison member, and Celeste Hamman as a new member, seconded by Councilmember Herring. The motion passed 4-1 with Mayor Eychner Councilmember Harris, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia opposed.

9. ITEM(S) FOR FUTURE AGENDAS:

- Councilmember Garcia – (1) To schedule a special-called meeting or as a regular agenda topic to discuss City Manager recruitment plan. Mayor Eychner called for a second, with no second forthcoming. Item failed as an agenda topic due to a hired Search Firm conducting individual meetings. (2) Declaration of Disaster update.

ADJOURN. The meeting adjourned at 9:48 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: City Council workshop minutes, June 20, 2023.

AGENDA DATE OF: June 27, 2023

DATE SUBMITTED: June 5, 2023

SUBMITTED BY: Shelley McElhannon, City Secretary

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:

City Council budget workshop minutes held June 20, 2023 at 10:00 a.m., City Hall.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[*20230627_Minutes CC workshop 6-20-23 10am budget.pdf*](#)

**CITY COUNCIL MINUTES
WORKSHOP, COUNCIL CHAMBERS**

**KERRVILLE, TEXAS
JUNE 20, 2023 10:00 AM**

CALL TO ORDER: June 20, 2023 at 9:59 a.m., the Kerrville City Council workshop was called to order by Mayor Judy Eychner in the City Hall Council Chambers, 701 Main Street.

COUNCILMEMBERS PRESENT:

Judy Eychner	Mayor
Roman Garcia	Place 1
Jeff Harris	Place 2
Joe Herring Jr	Place 3
Brenda Hughes	Mayor Pro Tem, Place 4

COUNCILMEMBER ABSENT: None

CITY STAFF PRESENT:

Kim Meisner	Interim City Manager	Stephen Boyd, Asst Fire Chief
Mike Hayes	City Attorney	Ashlea Boyle, Director Parks & Rec
Michael Hornes	Asst City Manager	Megan Folkerts, Senior Analyst
Shelley McElhannon	City Secretary	Guillermo Garcia, Exec Director Innovation
David Barrera	Director Public W	Chris McCall, Chief of Police
Stuart Barron	Exec Dir PW & Eng	Steve Melander, Planner
Julie Behrens	Director Finance	Trina Rodriguez, Asst Director Finance
Jacob Bogusch	Finance Compliance	Charvy Tork, Director IT

VISITORS PRESENT: None

1. **PUBLIC COMMENTS:** None

2. **CONSIDERATION AND POSSIBLE ACTION:**

2.A. Fiscal Year 2024 Budget (General Fund).

Julie Behrens introduced the item, and Julie Behrens, David Barrera, Chief Chris McCall, Trina Rodriguez, Charvy Tork, and Guillermo Garcia presented information and responded to questions by City Council.

Councilmember Roman Garcia made a motion to convene closed Executive Session under 551.071 (consultation with attorney) and 551.087 (deliberation regarding economic development negotiations), seconded by Councilmember Jeff Harris. The motion passed 5-0. Open workshop recessed, and closed Executive Session convened at 11:45 a.m.

3. **EXECUTIVE SESSION:**

3.A Economic Development projects update: Project Mount Saddle, Project Windridge, Project Wildflower (551.071, 551.087)

At 1:13 p.m., Councilmember Joe Herring, Jr. recused himself from the Wildflower Project discussion due to conflict of interest, and left the closed Executive Session.

The closed Executive Session adjourned and the open workshop re-convened at 1:52 p.m. No action was taken in Executive Session.

4. **ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY.** No action

ADJOURN: The workshop adjourned at 1:52 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: Ordinance No. 2023-17. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas; by changing the zoning of an approximate 15.92 acre property known as 199 Spur 100; from a Residential Mix Zoning District (RM) to a Public and Institutional Zoning District (PI); and providing other matters relating to the subject.

AGENDA DATE OF: June 27, 2023

DATE SUBMITTED: May 18, 2023

SUBMITTED BY: Drew Paxton, Planning Director

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:

Proposal: An ordinance to change the zoning from RM (Residential Mix) to PI (Public and Institutional) on a 15.92 acre tract of land situated in Kerr County, Texas; being comprised of approximately 1.02 acres in the Thomas N. Minter Survey No. 110, Abstract No. 248 and 14.90 acres in the Samuel Wallace Survey No. 111, Abstract No. 359, Kerr County, Texas; being that same tract called 15.51 acres having been conveyed from John Bradley Roberson and Corrine M. Roberson to Brian McCarty and Maria McCarty by an Assumption Warranty Deed Executed the 28th day of September, 2001, recorded in Volume 1148, Page 610, Real Property Records Of Kerr County, Texas; and more commonly known as 199 Spur 100 N. (Case No. PZ-2023-3)

Procedural Requirements: The City, in accordance with state law, mailed 7 letters on 4/25/2023 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 4/20/2023. An information sign was also posted on the property frontage. At the time of drafting this agenda bill, no public comments had been received.

STAFF ANALYSIS AND RECOMMENDATION:

Consistency with the Kerrville 2050 Comprehensive Plan: The property is designated as Agriculture and Outdoor Tourism. However, since this use is a Public and Institutional Use, it is appropriate in all place types as it serves to entire community. The addition of the Animal Control & Shelter facility will benefit Kerr County and Kerrville.

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: RM

Existing Land Uses: Vacant

Direction: North, South, East, and West

Current Zoning: PI (Public and Institutional)

Existing Land Uses: Kerr County Road & Bridge, cemeteries, and VA Hospital

Thoroughfare Plan: There should be little to no impact on the thoroughfare system.

Traffic Impact: To be determined.

Parking: To be determined and consistent with zoning regulations.

Recommendation: Based on the consistency with the Kerrville 2050 Plan and adjacent land uses, staff recommends the case for approval.

On May 11th, the Planning and Zoning Commission (P&Z) recommended the case for approval with a unanimous vote. The P&Z also recommended that Kerr County, through their development plans, be sensitive to the Freedoms Path apartments and the adjacent cemeteries with regards to visual screening and screening potential noise from the facilities.

RECOMMENDED ACTION:

Approve Ordinance No. 2023-17 on first reading.

ATTACHMENTS:

[*20230627_Ord 2023-17 Zone change 199 Spur 100.pdf*](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2023-17**

AN ORDINANCE AMENDING CHAPTER 60 OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS; BY CHANGING THE ZONING OF AN APPROXIMATE 15.92 ACRE PROPERTY KNOWN AS 199 SPUR 100; FROM A RESIDENTIAL MIX ZONING DISTRICT (RM) TO A PUBLIC AND INSTITUTIONAL ZONING DISTRICT (PI); AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing held before the City Council on June 27, 2023, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on this Ordinance, the adoption of which will result in the change of a zoning district for the property known as 199 Spur 100 and comprising approximately 15.92 acres; such change to result in the removal of the property from a Residential Mix Zoning District (RM) to placement within a Public and Institutional Zoning District (PI); and

WHEREAS, on June 27, 2023, City Council held a public hearing on this zoning change pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

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

Legal Description: A 15.92 acre tract comprised of approximately 1.02 acres out of the Thomas N. Minter Survey No. 110, Abstract No. 248, and 14.90 acres out of the Samuel Wallace Survey No. 111, Abstract No. 359, Kerr County, Texas; said property depicted at **Exhibit A**, attached hereto and made a part hereof for all purposes, and hereafter referred to as the "Property."

Address: 199 Spur 100, Kerrville, Texas 78028.

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

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

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

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

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

PASSED AND APPROVED ON FIRST READING, this the ____ day of _____, A.D., 2023.

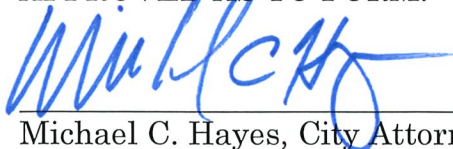
PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ of _____, A.D., 2023.

ATTEST:

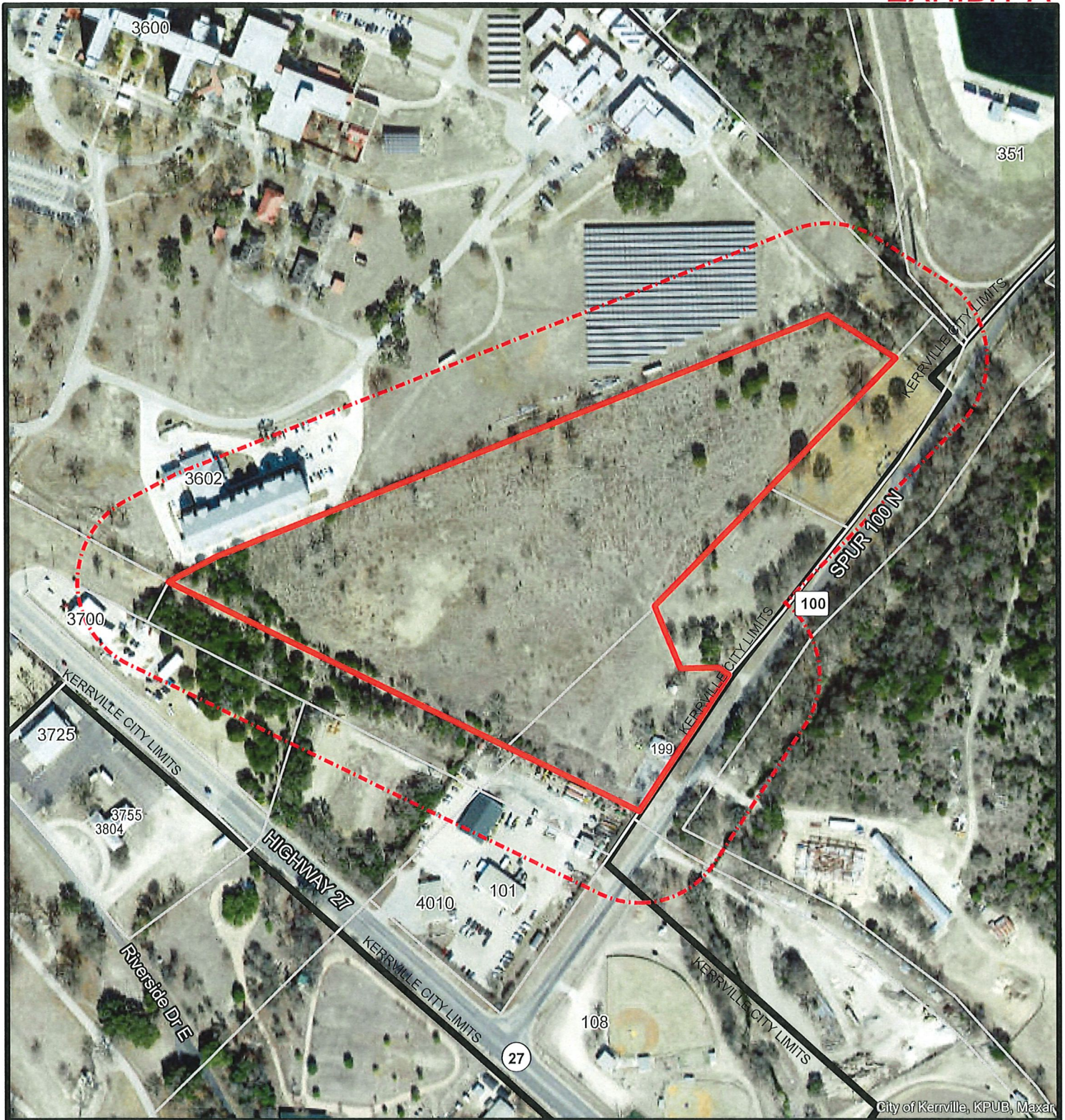
Judy Eychner, Mayor

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



Location Map

PZ-2023-3

Location:

199 Spur 100 - Zoning Change Request (RM to PI)

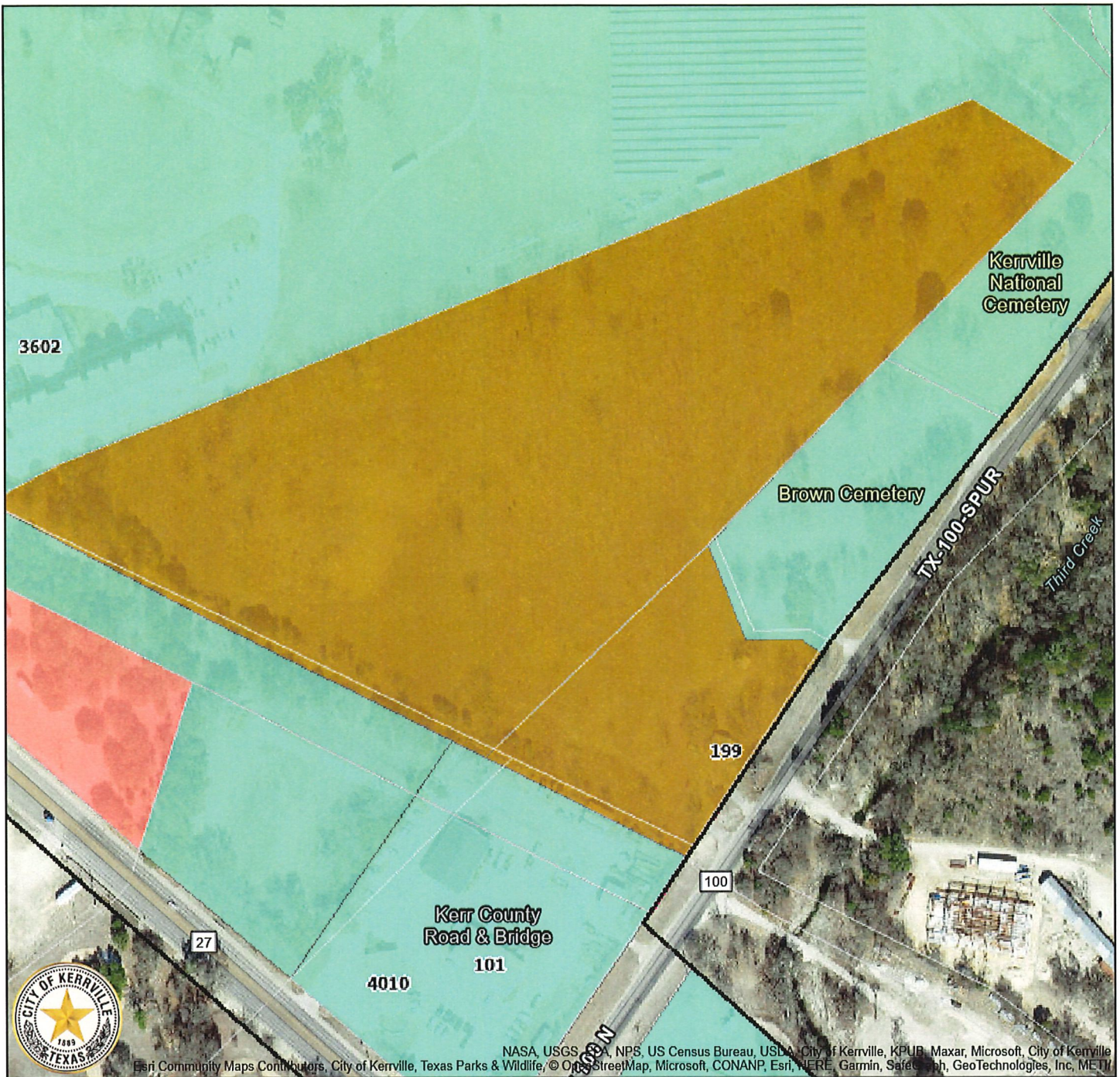
Legend

- Subject Properties
- 200 Feet Notification Area

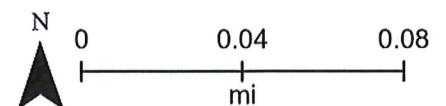


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Scale In Feet

04/20/2023



PZ-2023-3 Zoning Map



05/03/2023 11:48 AM

Development Services

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



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

SUBJECT: Ordinance No. 2023-18. An Ordinance annexing a tract of land into the corporate limits of the City of Kerrville, Texas; such property consisting of approximately 111.806 acres and generally located adjacent to and northeast of Lower Turtle Creek Road; such property being used to further the expansion of the Comanche Trace Residential Subdivision; the property more specifically described in the Ordinance and being located within the Extraterritorial Jurisdiction of and adjacent to the City Limits; adopting a service agreement; establishing the zoning for the annexed property as a Medium Density Residential Zoning District (R-2); and providing other matters relating to this subject.

AGENDA DATE OF: June 27, 2023

DATE SUBMITTED: May 18, 2023

SUBMITTED BY: Drew Paxton, Planning Director

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 H - Housing

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 R-2 (Medium Density Residential) 111.806 acre tract of land, located in the William Watt Survey No. 64, Abs 363, and the William T Crook Survey No. 63, ABS 116, Kerr County, Texas; and generally located near the intersection of Comanche Trace Drive and Lower Turtle Creek Road. (Case No. PZ-2023-4)

Procedural Requirements: The City, in accordance with state law, mailed 27 letters on 4/25/2023 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 4/20/2023. An informational sign was also posted on the property frontage. At the time of drafting this agenda bill, no public comments had been received.

STAFF ANALYSIS AND RECOMMENDATION:

Consistency with the Kerrville 2050 Comprehensive Plan: The property is designated as Estate Residential. The remainder of Comanche Trace is designated as Preservation Residential which is a balance of clustered homes and open space, such as the golf course. The existing neighborhood outside of the city limits is designated as Estate Residential. This existing neighborhood has a range of lot sizes, from ½ acre to 2.5 acres. Since this is an extension of the existing development, and the property is capable of being served by water and sewer, staff recommends the Land Use Plan be amended to Preservation Residential.

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: None.

Existing Land Uses: Vacant

Direction: North, East, and South

Current Zoning: N/A; ETJ

Existing Land Uses: Residential

Direction: West

Current Zoning: R-1 and R-2

Existing Land Uses: Residential

Thoroughfare Plan: There should be no impact to the thoroughfare plan as these phases connect to an existing collector (Comanche Trace Drive) and an existing arterial (Lower Turtle Creek Road).

Traffic Impact: To be determined.

Parking: To be determined.

Recommendation: Based on the consistency with the existing development and the recommended amendment to the Kerrville 2050 Comprehensive Plan, staff recommends the case for approval.

On May 11th, the Planning and Zoning Commission recommended the case for approval with a unanimous vote.

RECOMMENDED ACTION:

Approve Ordinance No. 2023-18 on first reading.

ATTACHMENTS:

[*20230627_Ord 2023-18 Annex-Zone Comanche Trace phase 19.pdf*](#)

[*20230627_Letter_in-favor Dittloff.pdf*](#)

[*20230627_Letter opposed Leporati.pdf*](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2023-18**

AN ORDINANCE ANNEXING A TRACT OF LAND INTO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS; SUCH PROPERTY CONSISTING OF APPROXIMATELY 111.806 ACRES AND GENERALLY LOCATED ADJACENT TO AND NORTHEAST OF LOWER TURTLE CREEK ROAD; SUCH PROPERTY BEING USED TO FURTHER THE EXPANSION OF THE COMANCHE TRACE RESIDENTIAL SUBDIVISION; THE PROPERTY MORE SPECIFICALLY DESCRIBED IN THIS ORDINANCE AND BEING LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF AND ADJACENT TO THE CITY LIMITS; ADOPTING A SERVICE AGREEMENT; ESTABLISHING THE ZONING FOR THE ANNEXED PROPERTY AS A MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT (R-2); AND PROVIDING OTHER MATTERS RELATING TO THIS SUBJECT

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

WHEREAS, the land to be annexed makes up approximately 111.806 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 to amend the City's official boundary map in accordance with this annexation.

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

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

SECTION SIX. ZONING. Upon the adoption of this Ordinance, and in accordance with Section 60-37 of the City's Zoning Code, the Property will be zoned as a Medium Density Residential Zoning District (R-2), which will authorize such property to be used in ways consistent with the 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 TEN. 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 ELEVEN. POST ANNEXATION ACTIONS. The City Manager 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., 2023.

PASSED AND APPROVED ON SECOND READING, this the _____ day of _____ A.D., 2023.

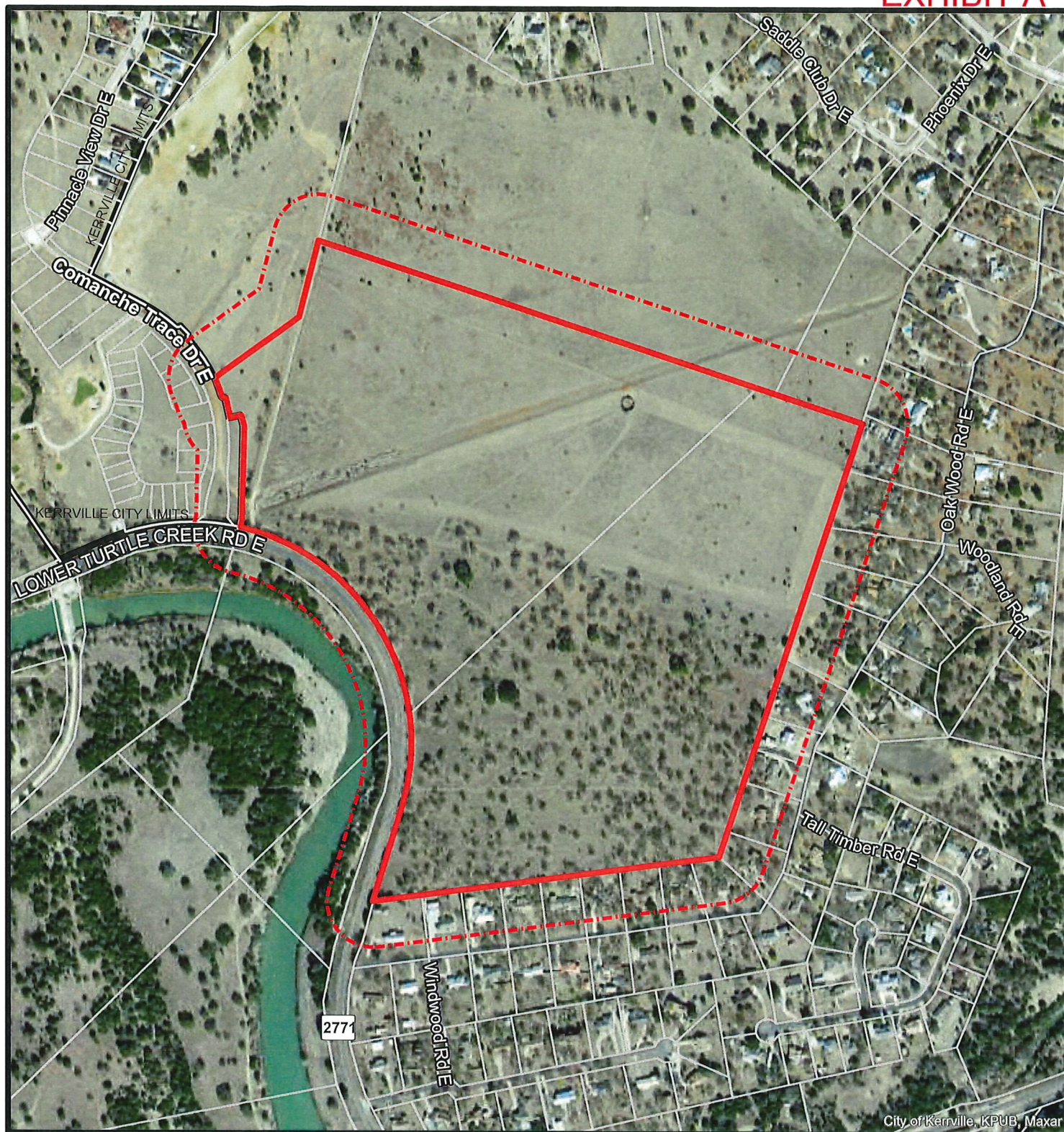
Judy Eychner, Mayor

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Location Map

PZ-2023-4

Location:

Comanche Trace Phase 19 - Annexation & Zoning

Legend

- ▬ Subject Properties
- - - 200 Feet Notification Area



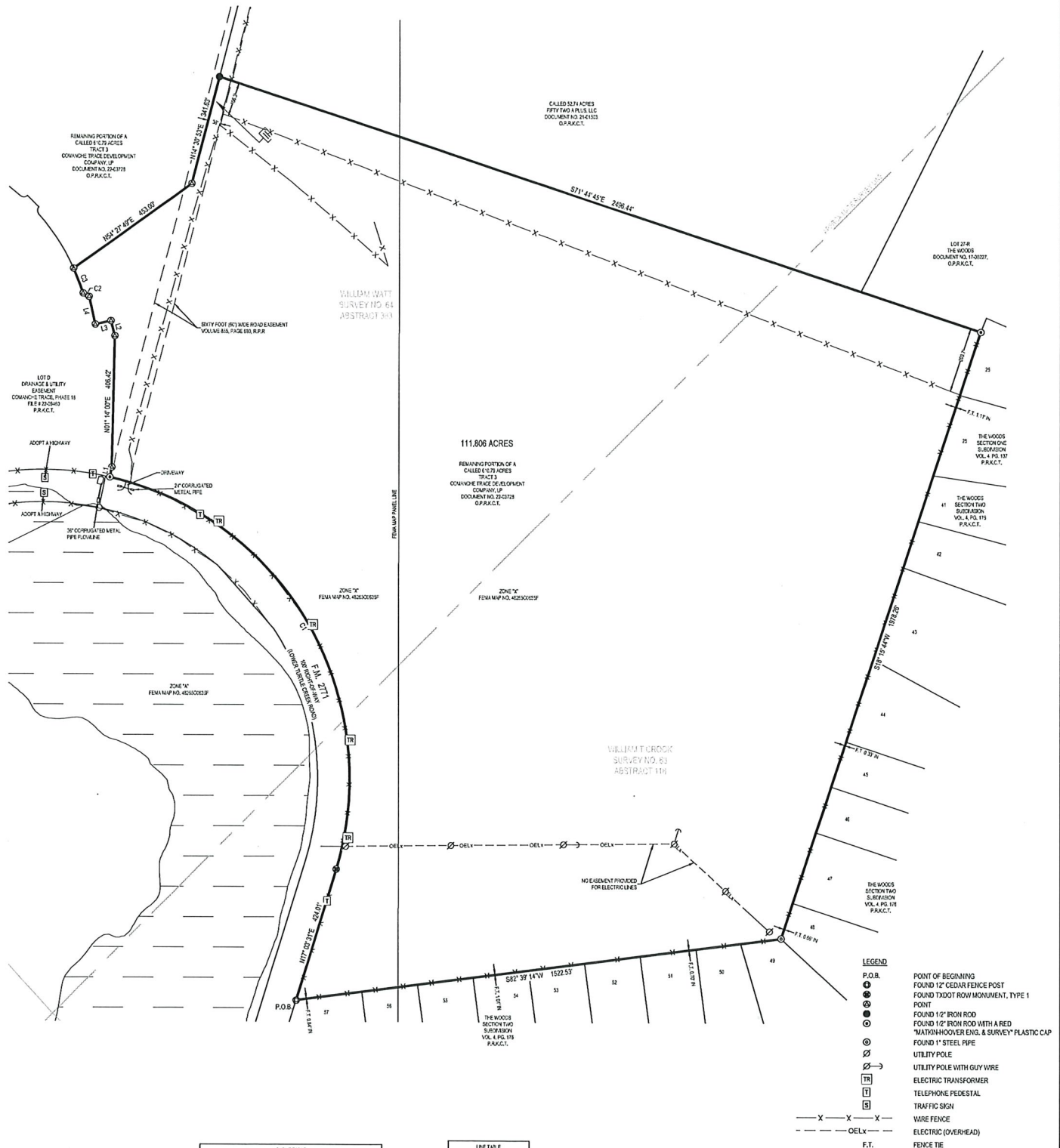
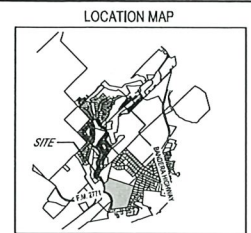
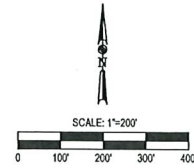
0 200 400 800
Scale In Feet

04/24/2023

NOTES:
 1. THE SURVEY WAS ESTABLISHED USING THE TRIMBLE 5705S METROGRAPHIC, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, 4204 US SURVEY FOOT, GRID.
 2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DOES NOT COMPLETE AN ABSTRACT OF TITLE.
 3. ORIGINAL SURVEY LINES SHOWN ARE APPROXIMATE AND INTERPRET HAS BEEN MADE TO LOCATE ORIGINAL SURVEY LINES.
 4. A VETERAN AND ROAD DESCRIPTION WAS PREPARED BY A SEPARATE DOCUMENT.
 5. ALL OF THE TRACT LIES ARE WITHIN ROAD JCT. ACCORDING TO FLOODING, JUDGE RATE MAP 43500003P AND FLOOD INSURANCE RATE MAP 43500003P. 60' HAVING AN EFFECTIVE DATE OF JANUARY 2011.
 6. THE DOCUMENT WAS PREPARED UNDER THE ASSUMPTION THAT THE SURVEYOR DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE RECOGNITION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

EXHIBIT OF
 A 111.806 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM WATT SURVEY NO. 64, ABSTRACT 363, AND THE WILLIAM T CROOK SURVEY NO. 63, ABSTRACT 116 KERR COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 610.79 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 22-03728 OF THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS.

EXHIBIT A



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	558.13	1573.89	54°24'50"	N02°17'47"W	1415.87
C2	15.00	23.24	88°41'40"	N02°30'48"W	20.39
C3	630.30	82.47	8°56'44"	N01°30'19"W	82.35

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N02°08'11"E	31.51
L2	N04°39'41"W	45.17
L3	S71°11'36"W	50.29
L4	N02°36'12"W	88.32

- LEGEND**
- P.O.B.
 - FOUND 12" CEDAR FENCE POST
 - FOUND TADOT ROW MONUMENT, TYPE 1
 - POINT
 - FOUND 12" IRON ROD
 - FOUND 12" IRON ROD WITH A RED "MATTHEW HOOVER ENG. & SURVEY" PLASTIC CAP
 - FOUND 1" STEEL PIPE
 - UTILITY POLE
 - UTILITY POLE WITH GUY WIRE
 - ELECTRIC TRANSFORMER
 - TELEPHONE PEDESTAL
 - TRAFFIC SIGN
 - WIRE FENCE
 - ELECTRIC (OVERHEAD)
 - F.T.
 - FENCE TIE

MATKINHOOPER
 ENGINEERING & SURVEYING
 10000 W. 10TH ST. SUITE 100
 FORT WORTH, TEXAS 76132
 (817) 336-1111
 WWW.MATKINHOOPER.COM

KYLE L. PRESSLER
 6528
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6528
 KYLE.PRESSLER@MATKINHOOPER.COM
 JCR NO. 11429 11.806 ACRES - AMENDATION

FIELD NOTES FOR A 111.806 ACRE TRACT OF LAND

A **111.806 acre** tract of land, located in the William Watt Survey No. 64, Abstract 363, and the William T Crook Survey No. 63, Abstract 116, Kerr County, Texas, and being a portion of a called 610.79 acre tract of land as described of record in Document No. 22-03728 of the Official Public Records of Kerr County, Texas. Said **111.806 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 12" cedar fence post in the east right-of-way line of F.M. 2771, a 100' wide right-of-way as shown on the Texas Department of Transportation (TxDOT) Right-of-Way (ROW) Map, CSJ No. 856-2-1, at the northwest corner of Lot 57 of The Woods Section Two Subdivision of record in Volume 4, Page 176 of the Plat Records of Kerr County, Texas, for the most southerly corner of said 610.79 acre tract and the tract described herein;

THENCE: With the easterly and northerly right-of-way line of said F.M. 2771, and the southerly line of said 610.79 acre tract, the following two (2) courses:

1. **N 17° 03' 31" E**, a distance of **424.01 feet** to a found TxDOT ROW monument, Type I, for a point of curvature, and
2. With a non-tangent curve to the left having a radius of **955.13** an arc length of **1573.69** a delta angle of **094° 24' 05"** and a chord bears, **N 30° 13' 40" W**, a distance of **1401.63 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Surveying" at the southeast corner of Lot D of the Comanche Trace, Phase 18 Subdivision of record in File No. 22-09460 of the Plat Records of Kerr County, Texas, and for the southwest corner of the tract described herein;

THENCE: Departing said right-of-way line and with the easterly lines of said Comanche Trace, Phase 18 Subdivision, the following seven (7) courses:

1. **N 12° 08' 11" E**, a distance of **31.51 feet** to a point for angle,
2. **N 01° 14' 00" E**, a distance of **406.42 feet** to a point for angle,
3. **N 14° 39' 41" W**, a distance of **48.17 feet** to a point for interior corner,
4. **S 77° 11' 08" W**, a distance of **50.28 feet** to a point for exterior corner,
5. **N 12° 36' 12" W**, a distance of **88.02 feet** to a point of curvature,
6. With a non-tangent curve to the right having a radius of **15.00** an arc length of **23.24** a delta angle of **084° 45' 48"** and a chord bears, **N 62° 24' 48" W**, a distance of **20.98 feet** to a point of reverse curvature, and
7. With a non-tangent curve to the left having a radius of **680.00 feet** an arc length of **82.43** a delta angle of **006° 56' 44"** and a chord bears, **N 21° 30' 16" W**, a distance of **82.38 feet** to a point of non-tangency and for the most westerly corner of the tract described herein,

THENCE: Into said 610.79 acre tract, the following two (2) courses:

1. **N 54° 27' 49" E**, a distance of **453.00 feet** to a point for angle, and
2. **N 14° 30' 53" E**, a distance of **341.63 feet** to a found ½" iron rod for an interior corner of said 610.79 acre tract and for the northwest corner of the tract described herein;

THENCE: **S 71° 44' 45" E**, with the easterly lines of said 610.79 acre tract and the westerly lines Lot 27-R of The Woods Subdivision of record in Document No. 17-00227 of the Official Public Records of Kerr County, Texas, a distance of **2496.44 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Surveying" at the southeast corner of said Lot 27-R, in the west line of Lot 26 of The Woods Section One Subdivision of record in Volume 4, Page 137 of the Plat Records of Kerr County, Texas, for an easterly corner of said 610.79 acre tract and the tract described herein;

THENCE: With the west line of said Woods Section One Subdivision, the west and north lines of The Woods Section Two Subdivision of record in Volume 4, Page 176 of the Plat Records of Kerr County, Texas, and the east and south lines of said 610.79 acre tract, the following two (2) courses:

1. **S 18° 15' 44" W**, a distance of **1978.26 feet** to a found 1" iron pipe for the southeast corner of said 610.79 acre tract and the tract described herein, and
2. **S 82° 39' 14" W**, a distance of **1522.53 feet** to the **POINT OF BEGINNING** and containing **111.806 acres** of land situated in Kerr County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. "This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the reconfiguration of the boundary of the political subdivision for which it was prepared."



Job # 17-4029 111.806 ac

Date: March 29, 2023

PETITION REQUESTING ANNEXATION TO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS, OF TEXAS ACRES OUT OF THE WILLIAM WATT NO. 64 SURVEY, ABSTRACT NUMBER 363, AND THE WILLIAM T CROOK NO. 63 SURVEY, ABSTRACT NUMBER 116, KERR COUNTY TEXAS

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF KERRVILLE, TEXAS:

Comanche Trace Development Company, LP is the sole owner of an approximately 111.8 acre tract of land located adjacent to the incorporated limits of the City of Kerrville which is more particularly described as follows:

SEE ATTACHED SURVEY AND METES & BOUNDS DESCRIPTION.

In accordance with Texas Local Government Code §43.028, Comanche Trace Development Company, LP hereby respectfully requests and petitions that the above-described property be annexed into the incorporated limits of the City of Kerrville, Texas.

SUBMITTED THIS 05 day of APRIL, 2023

By: _____

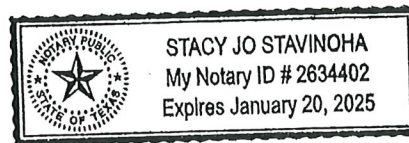
Legally authorized signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF KERR

§
§
§



This instrument was acknowledged before me on the 5 day of April,
by Steven Held for and on behalf of Comanche Trace Development Company, LP.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

EXHIBIT C

SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED this ____ day of _____, 2023.

COMANCHE TRACE
DEVELOPMENT COMPANY,
LP

Steven Held, _____

STATE OF TEXAS §

§

COUNTY OF KERR §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Steven Held, the _____, of Comanche Trace Development Company, LP.

Notary Public, State of Texas

CITY OF KERRVILLE, TX

Kimberly Meisner, Interim City
Manager

This instrument was acknowledged before me on the ____ day of _____, 2023, by Kim Meisner, City Manager, City of Kerrville, Texas.

Notary Public, State of Texas

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

EXHIBIT A

Property Description

(NOTE: not included here; see Ex. A to Ord.)

EXHIBIT B
ANNEXATION SERVICE PLAN

- I. **INTRODUCTION:** This Service Plan for the extension of municipal services to the area to be annexed was developed in accordance with state law. Municipal facilities and services to the annexed area 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> <p>1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow.</p>	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	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.	As the property develops
Wastewater Service	The City will provide for the maintenance of sanitary sewer lines within the annexed area 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.	As the property develops
Provision for Other City Services	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.	Immediately following annexation

Todd and Marilyn Dittloff
310 Oak Wood Rd
Kerrville, Texas 78028
Home: (830) 896-5540 Cell: (830) 285-1344
email: dittloff@ktc.com



May 5, 2023

Drew Paxton, AICP
City of Kerrville
Development Services Department
200 Sidney Baker St.
Kerrville, Texas 78028

RE: Planning and Zoning Commission Case PZ-2023-4

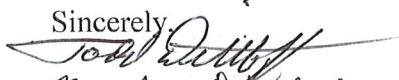
Dear Mr. Paxton:

Thank you for the notice we received concerning the hearing of the Planning and Zoning Commission regarding case PZ-2023-4. As your records show, we are indeed property owners within 200 feet of the proposed annexation. We know that Kerrville is growing and that housing is a critical issue affecting us all. Whether or not this proposed annexation will contribute to solving the housing issue is not so much our concern as what kind of restrictions or rules there might be on our property when and if it butts up to the city limits. If we are assured there will be no new restrictions or rules then we are not opposed. If, on the other hand, there will be new rules, regulations, etc., we are opposed. Unfortunately we will be out of town for the Thursday, May 11 meeting, but we trust that some of our neighbors will be present, expressing the same or similar concerns.

For the record, we are the property owners of lot 42 (310 Oak Wood Rd) in the Woods Subdivision. Our names are Todd and Marilyn Dittloff.

Thank you for the opportunity to express our concerns.

Sincerely,


Marilyn Dittloff
Todd and Marilyn Dittloff

From: [Stacie Leporati](#)
To: [Planning Division](#)
Subject: Thurs May 11th, PZ-2023-4
Date: Tuesday, May 9, 2023 9:04:58 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.

PZ-2023-4 - Comanche Trace Phase 19 - Annexation & Zoning

Stacie Leporati

[416 Oak Wood Road, Kerrville, TX 78028](#)

Opposition of the proposal.

Hello,

We moved into the woods 2 and a half years ago. Our property backs up to a wooded area which is up for annexation for Comanche Trace's Phase 19. My largest concern is the wildlife that frequent that wooded area.

I would like to know what will be done to protect the hundreds of animals that call that area their home; the deer, fox, rabbits and snakes, just to name a few.

See attached photo.

Thank you,
Stacie Leporati





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

SUBJECT: Ordinance No. 2023-19. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas; by changing the zoning of an approximate 0.75 acre property known as 512 Yorktown; from a Medium Density Residential Zoning District (R-2) to a Light Commercial Zoning District (C-2); and providing other matters relating to the subject.

AGENDA DATE OF: June 27, 2023

DATE SUBMITTED: May 18, 2023

SUBMITTED BY: Drew Paxton, Planning Director

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:

Proposal: An ordinance to change the zoning from R-2 Medium Density Residential to C-2 Light Commercial on ABS A0106 Cage Addition, Survey 116, Acres .75; and more commonly known as 512 Yorktown Blvd. (Case No. PZ-2023-5)

Procedural Requirements: The City, in accordance with state law, mailed 12 letters on 4/25/2023 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 4/20/2023. An information sign was also posted on the property frontage. At the time of drafting this agenda bill, no public comments had been received.

Staff Analysis and Recommendation: During the 2019 zoning code and map overhaul, this property was, in staff's opinion, mistakenly zoned R-2. The zoning in 2002 was changed to a Planned Development District that never came to fruition. This property was included in the corridor rezoning for the Gateway District. The property was then part of a Conditional Use Permit for the automotive (truck and RV) repair shop in 2010. This lot was not developed with the repair shop. It is not clear how it was identified as R-2 in the overall zoning in 2019.

City staff, in conjunction with the current owner, is bringing this application to the P&Z for consideration to correct this mapping error.

Consistency with the Kerrville 2050 Comprehensive Plan: The property and surrounding area are part of the Strategic Catalyst Area #7 (SCA #7) which encompasses the areas between Interstate 10 and Downtown Kerrville. This area has many established regional and community commercial developments. This request is consistent with the SCA #7 and the Kerrville 2050 Plan.

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-2

Existing Land Uses: Vacant land

Direction: North

Current Zoning: R-2

Existing Land Uses: Residential

Direction: South

Current Zoning: PI

Existing Land Uses: High School stadium

Direction: East

Current Zoning: C-2

Existing Land Uses: Vacant land

Direction: West

Current Zoning: C-2

Existing Land Uses: Automotive/RV repair shop

Thoroughfare Plan: There should be minimal impact to the thoroughfare system. Yorktown Boulevard is a local street that has a signaled intersection at Sidney Baker Street (major arterial).

Traffic Impact: To be determined.

Parking: To be determined.

Recommendation: Based on the consistency with the Strategic Catalyst Area in the Kerrville 2050 Comprehensive Plan and the adjacent zoning, staff recommends approval of the case.

On May 11th, the Planning and Zoning Commission recommended the case for approval with a unanimous vote.

RECOMMENDED ACTION:

Approve Ordinance No. 2023-19.

ATTACHMENTS:

[*20230627_Ord 2023-19 Zone-C2 512 Yorktown.pdf*](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2023-19**

AN ORDINANCE AMENDING CHAPTER 60 OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS; BY CHANGING THE ZONING OF AN APPROXIMATE 0.75 ACRE PROPERTY KNOWN AS 512 YORKTOWN; FROM A MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT (R-2) TO A LIGHT COMMERCIAL ZONING DISTRICT (C-2); AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing held before the City Council on June 27, 2023, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on this Ordinance, the adoption of which will result in the change of a zoning district for the property located at 512 Yorktown Blvd.; such change to result in the removal of the property from a Medium Density Residential Zoning District (R-2) to placement within a Light Commercial Zoning District (C-2); and

WHEREAS, on June 27, 2023, City Council held a public hearing on the zoning change referenced above pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

SECTION ONE. The Zoning Code, Chapter 60 of the Code of Ordinances of the City of Kerrville, Texas, and the *Official Zoning Map* are hereby amended to designate the following described property zoned as within a Light Commercial Zoning District (C-2):

Legal Description: A 0.75 acre tract out of the Cage Survey No. 116, Abstract No. 106, and within the City of Kerrville, Kerr County, Texas; said property depicted at **Exhibit A**, attached hereto and made a part hereof for all purposes.

Address: 512 Yorktown Blvd., Kerrville, TX 78028.

SECTION TWO. The City Manager, or designee, is authorized and directed to amend the City's *Official Zoning Map* to reflect the change in districts adopted herein

and to take other actions contemplated by and in accordance with the City's Zoning Code.

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

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

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

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

PASSED AND APPROVED ON FIRST READING, this the ____ day of _____, A.D., 2023.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ of _____, A.D., 2023.

ATTEST:

Judy Eychner, Mayor

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:





Michael C. Hayes, City Attorney

PZ-2023-5

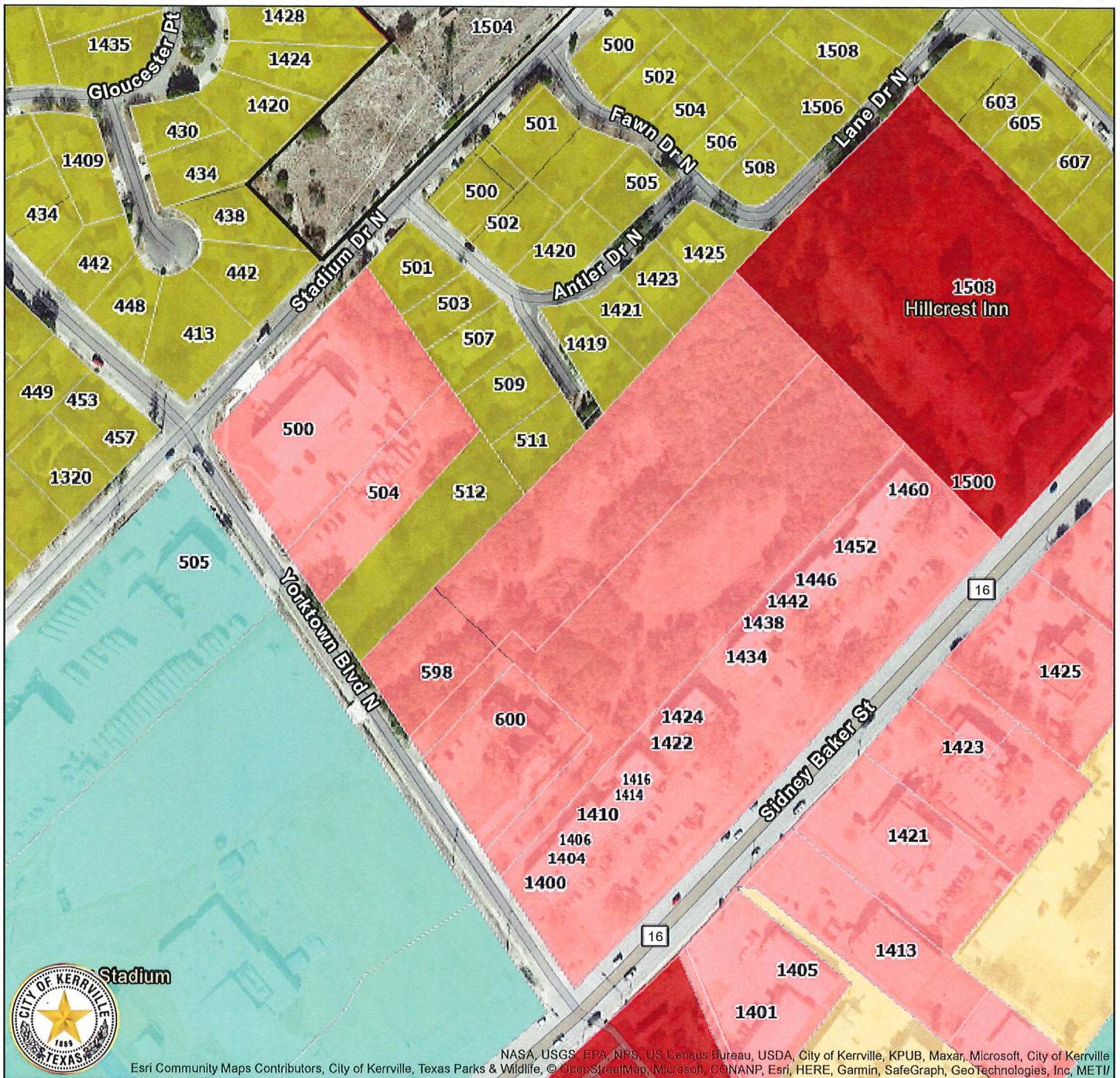
512 Yorktown Blvd - Zoning Correction - R2 to C2

Legend

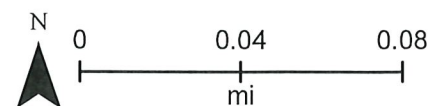
-  Subject Properties
-  200 Feet Notification Area



0 75 150 300
Scale In Feet



PZ-2023-5 - Zoning Map



05/03/2023 11:01 AM

Development Services

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



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

SUBJECT: Monthly Financial Report for month-ended May 31, 2023.

AGENDA DATE OF: June 27, 2023

DATE SUBMITTED: June 5, 2023

SUBMITTED BY: Julie Behrens , Director of Finance

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:

RECOMMENDED ACTION:

NA



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

SUBJECT: Ordinance No. 2023-21. An Ordinance amending the City's FY2023 budget to allocate funds from the American Rescue Plan Act (ARPA) to purchase Public Safety vehicles and equipment.

AGENDA DATE OF: June 27, 2023

DATE SUBMITTED: May 31, 2023

SUBMITTED BY: Julie Behrens , Director of Finance

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$2,456,650	\$2,489,286	NA - AMENDMENT WILL ALLOCATE FUNDS	MULTIPLE - SEE ATTACHMENT A

PAYMENT TO BE MADE TO: MULTIPLE - TBD

Kerrville 2050 Item? Yes

Key Priority Area F - Public Facilities and Services

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

The City received funds from the Department of the Treasury State & Local Fiscal Recovery Funds as part of the American Rescue Plan Act (ARPA). Funds not yet allocated are held in the Grant Fund "Unearned Revenue" account, per accounting standards with grant-type funds. City staff and Council have made the identification, long-term planning, and replacement of aging assets and infrastructure a high priority. Kerrville 2050 identifies Public Safety as the City's top priority. The first tranche of ARPA funding was expended on the Public Safety Communication Project along with a supplement to another grant to allow for the purchase and installation of Police Body and In-Car Camera system. Staff recommends that funding from the second tranche of ARPA funds be allocated to replace aging Police vehicles (approximately 15). Specific vehicles are not identified as are continuing to work through the best pricing options in order to be able to replace as many vehicles as possible with available funds. Fire-EMS allocation includes three new ambulances (2 encumbered from FY2022 & FY2023 budgets and 1 scheduled to be budgeted in FY2024), 1 Fire Admin vehicle, 1 Battalion Chief Truck, 2 stretchers and 2 lifepaks for ambulances (all of which are scheduled to be replaced). Total expenditure required: \$2,456,650. The purchase of Public Safety vehicles and equipment is an allowable use of ARPA funds as outlined by the U.S.

Department of Treasury within the Final Rule, pages 259-260 "...Government services include but are not limited to...the provision of police, fire, and other public safety services". Purchases must be encumbered by December of 2024 in order to be in compliance with ARPA requirements. Within this request, staff recommends Council approve the allocation of ARPA funds for replacement of items in FY2023 and authorize staff to move forward with the purchase of vehicles and equipment listed. Use of ARPA funds for the purchase of items described will provide some relief for the City's General Asset Replacement Fund by freeing up Asset Replacement Funds to be allocated to other assets. Utilizing this lump sum to replace Public Safety vehicles and equipment will also partially accelerate much - needed replacement of aging assets in an amount the City's annual budget cannot support.

RECOMMENDED ACTION:

Approve Ordinance No. 2023-21 on first reading and authorize staff to move proceed with purchase of vehicles and equipment outlined in Attachment A.

ATTACHMENTS:

[*20230627_Ord 2023-21 FY23 budget amendment ARPA for Public Safety.pdf*](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2023-21**

**AN ORDINANCE AMENDING THE CITY'S FISCAL
YEAR 2023 (FY2023) BUDGET TO ALLOCATE
FUNDS RECEIVED BY THE CITY AS PART OF THE
AMERICAN RESCUE PLAN ACT (ARPA)**

WHEREAS, Ordinance No. 2022-25, approved by City Council upon second reading on September 13, 2022, adopted the Fiscal Year 2023 ("FY2023") budget for the City of Kerrville, Texas; and

WHEREAS, the City received funding pursuant to the American Rescue Plan Act ("ARPA"), the expenditures for which were not allocated; and

WHEREAS, pursuant to regulations issued pursuant to ARPA, the City is authorized to use the funding for the purchase of public safety assets among other eligible uses and as such, it is recommended that Council, pursuant to the adoption of this Ordinance, allocate ARPA funds for this purpose; and

WHEREAS, City Council finds that amending the FY2023 budget as provided herein 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:

SECTION ONE. In accordance with Section 8.06 of the City Charter, the Official Budget for Fiscal Year 2023 is amended as set forth in **Attachment A**.

SECTION TWO. In accordance with Section 102.009, Texas Local Government Code, the City Manager or designee shall provide for a filing of a true copy of this amendment in the office of the Kerr County Clerk.

PASSED AND APPROVED ON FIRST READING, this the ____ day of _____, A.D., 2023.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ day of _____, A.D., 2023.

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

ATTACHMENT A
FY2023 Budget Amendment
June 27, 2023

Grant Fund	Description	Account Name	Account	Debit	Credit
Move ARPA Funds from "Unearned Revenue" to appropriate expense account	Unearned Revenue - Grants	85-23000		2,456,650	
Allocate funds for replacement / purchase of Police vehicles	Vehicles - Police	85-8513-5200			1,275,000
Allocate funds for replacement of Fire Admin vehicle	Vehicles - Fire-EMS	85-8521-5200			35,000
Allocate funds for replacement of 3 ambulances	Vehicles - Fire-EMS	85-8521-5200			911,650
Allocate funds for replacement of Battalion Chief Truck	Vehicles - Fire-EMS	85-8521-5200			75,000
Allocate funds for replacement of 2 stretchers & 2 lifepaks for Fire-EMS	Machinery, Tools, & Equipment	85-8521-5300			160,000
			\$	2,456,650	\$ 2,456,650

American Rescue Plan Act (ARPA) RESOURCES:	
Coronavirus State and Local Fiscal Recover Funds - Department of the Treasury	
Final Rule	www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf
Final Rule Overview	https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf
Frequently Asked Questions	https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf



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

SUBJECT: Ordinance No. 2023-20. An Ordinance amending Chapter 70 "Offenses and Miscellaneous Provisions", Article III "Electioneering at Polling Locations", of the City's Code of Ordinances to revise the Article as to regulations applicable to electioneering on City-owned or City-controlled property; 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: June 27, 2023

DATE SUBMITTED: June 15, 2023

SUBMITTED BY: Shelley McElhannon, City Secretary

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 Electioneering rules, policies, and procedures were discussed at the June 13, 2023 City Council meeting. Staff was directed to create amendments to the Electioneering rules, policies, and procedures regarding Electioneering locations, signs, materials, activities on City owned or controlled property being used as a polling place during voting the voting period (days/times).

Reasonable electioneering regulations have been approved.

RECOMMENDED ACTION:

Approve Ordinance No. 2023-20 on first reading.

ATTACHMENTS:

[20230627_Ord 2023-20 Electioneering revised regs.pdf](#)

[20230627_Map Election Buffer 240 Feet.pdf](#)

D R A F T 6/23/23

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2023-20**

AN ORDINANCE AMENDING CHAPTER 70 “OFFENSES AND MISCELLANEOUS PROVISIONS”, ARTICLE III “ELECTIONEERING AT POLLING LOCATIONS”, OF THE CITY’S CODE OF ORDINANCES TO REVISE THIS ARTICLE AS TO REGULATIONS APPLICABLE TO ELECTIONEERING ON CITY-OWNED OR CITY-CONTROLLED PROPERTY; 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, City Council seeks to provide for the orderly use of City property and other property where City elections may be held; and

WHEREAS, Chapter 61 of the Texas Election Code (the “Code”) provides regulations as to the conduct of elections; and

WHEREAS, Section 61.003 of the Code requires a public entity that owns or controls a public building used as a polling place to allow electioneering on the premises subject any reasonable regulations concerning the time, place, and manner of such activities; and

WHEREAS, the City, in conjunction with the election services that it receives pursuant to a contract with Tax Assessor/Collector with Kerr County, uses the Kathleen C. Cailloux City Center for the Performing Arts (“Auditorium”) as its polling place for most City elections; and

WHEREAS, Section 61.003 of the Code defines “electioneering” to include the posting, use, or distribution of political signs or literature; and

WHEREAS, besides using the Auditorium as its polling place, the City uses or allows uses of the Auditorium for other purposes and for which the City must maintain and ensure adequate and safe parking and access for all users; and

WHEREAS, because electioneering includes the posting of signs, in order to operate the Auditorium in a safe and effective manner and to further the general health, safety, and welfare of the community, City Council finds that electioneering

signs and literature should not be present outside of the time for voting except for a limited period to put up and remove the signs and that the signs should not be attached to improvements and landscaping; and

WHEREAS, City staff also believes that the size of electioneering signs should be limited and that such signs should be set back from the public roadway in order not to impact traffic safety or to increase visual clutter; and

WHEREAS, City Council finds it to be in the best interest of the health, safety, morals, and general welfare of the City of Kerrville, Texas, to amend the City's electioneering regulations to address concerns that may result from election activities conducted on public property, including traffic safety, visual clutter, and property damage;

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

SECTION ONE. Chapter 70 "Offenses and Miscellaneous Provisions", Article III "Electioneering at Polling Locations" is amended with deletions indicated by red, strikeout (~~deleted~~) and additions indicated by blue, underline (addition) as follows:

"ARTICLE III. ELECTIONEERING AT POLLING LOCATIONS

.
. .

Sec. 70-42. Definitions.

The following words, terms, and phrases, when used in this Article, have the meanings ascribed to them in this section:

Kathleen C. Cailloux City Center for the Performing Arts ("Auditorium") means the building and its grounds, including parking areas, owned by the City and at times used as a polling place for the City's and other elections and located at 910 Main Street, Kerrville, Texas.

Electioneering means the posting, use, or distribution of political signs or literature, including the use of tents, chairs, booths, tables, or other furniture or devices to post, use, or distribute political signs or literature.

Polling place means a City-owned or controlled public property that is being used as an election polling place.

Voting period means the period each day beginning the hour the polls are open for voting and ending when the polls close or the last voter has voted, whichever is later.

Sec. 70-43. Regulations and Exceptions.

(a) The following regulations apply to electioneering at a polling place during the voting period:

- (1) It is unlawful for a person to leave an electioneering sign or literature at a polling place other than during the voting period and for thirty minutes before and after the voting period.
- (2) It is unlawful for a person to engage in electioneering on driveways at a polling place. This restriction does not apply to areas specifically designated for such activities or to electioneering signs that are attached to vehicles that are lawfully parked at the polling place. In addition and where an election is occurring at the Auditorium, each candidate or a supporter of a measure may set up and use one (1) tent or a temporary shade structure within an area designated by the City Manager. Such activities may only occur in an area that is beyond 240 feet from an outside door through which a voter may enter a building in which a polling place is located. The City Manager shall communicate the boundaries of this area to the candidates and others inclined to make use of this area for electioneering and thereafter, physically and clearly mark the area's boundaries. This area will generally be located in the eastern end of the parking area for the Auditorium.
- (3) It is unlawful for a person to disrupt, or attempt to disrupt, the voting process by accosting, harassing, or intimidating any person traveling to or from the building used as the polling place.
- (~~3~~4) It is unlawful for a person to attach, place, or otherwise affix an electioneering sign, literature, or material to any building, tree, shrub, pole, or other improvement at the polling place. In addition, it is unlawful for a person to install such a sign using posts in ways that may damage underground utility or irrigation lines. "Posts" include wooden, metal, rebar, or plastic stakes.
- (~~4~~5) It is unlawful for a person to place an electioneering sign that is larger than eighteen (18) inches by twenty four (24) inches within ten (10) feet of ~~the a~~ public walkway or roadway right-of-way adjacent to the polling place, which includes any sidewalk.
- (6) It is unlawful for a person to place a sign in a way that obstructs the free passage of vehicles or persons or obstructs or interferes with the visibility of traffic.

(7) It is unlawful for any person to place a sign within one hundred (100) feet of an outside door through which a voter may enter a building in which a polling place is located.

~~(58)~~ It is unlawful for a person to place an electioneering sign at a polling place that exceeds thirty-six (36) square feet, exceeds eight (8) feet in height, including any supporting poles, and which uses lights ~~or any moving elements~~.

(9) No more than ten (10) signs regarding a candidate, measure, or political party may be used, placed, ~~held~~, or erected at the polling place, to include signs affixed to vehicles, which the owner or operator shall remain on the premises. "Signs" include banners, ground signs, hand-held signs, magnetic signs greater than 36 square inches, billboard-type signs, and posters.

(10) It is unlawful for a person, within 1,000 feet of a building in which a polling place is located, to operate a sound amplification device or a vehicle with a loudspeaker while the device or loudspeaker is being used for the purpose of a) making a political speech; or b) electioneering for or against any candidate, measure, or political party.

(11) Out of the ten (10) signs referenced above, no more than 4 (four) signs may be held by any person(s). A person(s) holding a sign(s) may not impede the progress of vehicles or persons, nor use a public walkway or the public right-of-way adjacent to the polling place, including sidewalks.

~~(612)~~ In addition to ~~imposing~~ seeking a criminal penalty, the City Manager or designee may, without notice, remove ~~and dispose of~~ and provide for temporary storage of electioneering sign(s) located in violation of this section. Thereafter, the City Manager or designee shall attempt to contact the sign owner and arrange a time during normal work hours for the owner or representative to pick-up the sign. If the owner fails to pick up the sign(s) within five (5) business days, the City shall dispose of the signs.

~~(713)~~ The authority to conduct electioneering on public property under this Article is limited to the polling place and only for the voting period, such that at the end of the voting period, all signs and vehicles must be removed.

(b)The regulations set forth in (a) above do not apply to any City authorized signs, materials, or other messages on property the City owns or controls."

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

SECTION FIVE. 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 SIX. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. 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 SEVEN. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-8, 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 EIGHT. Pursuant to Texas Local Government Code §52.013(a) and Section 3.07 of the City's Charter, the City Secretary is hereby authorized and directed to publish the descriptive caption of this Ordinance in the manner and for the length of time prescribed by law as an alternative method of publication.

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

PASSED AND APPROVED ON FIRST READING, this the ____ day of _____ A.D., 2023.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ day of _____, A.D., 2023.

Judy Eychner, Mayor

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

T:\LEGAL\CITY SECRETARY\ELECTION\ELECTIONEERING\ORD\REVISED REGULATIONS_CH 70 ART III_062323 DRAFT.DOCX

240 Foot Buffer from Cailloux Theater Door



City of Kerrville, KPUB, Maxar, Microsoft





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

SUBJECT: Resolution No. 19-2023. A Resolution providing for the appointment of two alternate judges to assist the Presiding Judge of the City of Kerrville Municipal Court. (Item eligible for Executive Session 551.074)

AGENDA DATE OF: June 27, 2023

DATE SUBMITTED: June 21, 2023

SUBMITTED BY: Mike Hayes, City Attorney

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 has established and operates a municipal court. In general, the court considers cases resulting from various traffic violations, code enforcement, and violations stemming from other City ordinances. Until recently, two judges, appointed by City Council pursuant to Section 9.02 of the City's Charter, served the court. Currently, there is only one judge, the Honorable Lucy Pearson. Based upon the court's current schedule, workload, and normal staffing issues, the City Attorney recommends that Council appoint alternate judges to the municipal court. Mr. Ryan Henry, from the Law Offices of Ryan Henry, has agreed to be appointed to this position. Mr. Henry's letter of interest and information as to his background and experience are included within the agenda packet. In considering this issue, the City Attorney contacted several other experienced attorneys about the position. However, Mr. Henry, who currently serves as a judge for Ingram's Municipal Court, was the only attorney who responded. Mr. Henry recommended, based upon his schedule, that Council appoint another attorney in his office in the event that Mr. Henry is unable to serve. Thus, the attached resolution, which the City Attorney is recommending that Council approve, not only appoints Mr. Henry as first alternate municipal court judge, but also appoints Michael McCann in his office as the second alternate municipal court judge. Information about Mr. McCann's experience and background is also included.

RECOMMENDED ACTION:

Approve Resolution No. 19-2023.

ATTACHMENTS:

[20230627_Reso 19-2023 Municipal Court alternate judges.pdf](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 19-2023**

**A RESOLUTION PROVIDING FOR THE APPOINTMENT OF
TWO ALTERNATE JUDGES TO ASSIST THE PRESIDING
JUDGE OF THE CITY OF KERRVILLE MUNICIPAL COURT**

WHEREAS, the City of Kerrville hosts a municipal court within its territorial and jurisdictional limits; and

WHEREAS, as part of the hosting process, City Council has appointed a presiding municipal court judge to preside over the court; and

WHEREAS, due to the demands currently placed upon the court and scheduling and manpower aspects, City Council finds it would be beneficial to appoint alternate judges who can preside at dates and times the presiding judge is unable to preside; and

WHEREAS, the appointed alternate municipal court judges possess the same authority and duties possessed by the presiding judge; and

WHEREAS, the appointed alternate municipal court judges are under the direction of the presiding judge and may be assigned additional duties and responsibilities consistent with the role of a municipal court judge as determined by the presiding judge; and

WHEREAS, it is expressly understood each municipal court judge is not an employee of the City or a local official and per the City's Charter, is a qualified attorney duly licensed to practice law within the State of Texas; and

WHEREAS, by appointing multiple alternate municipal court judges from the same source, the City Council finds it simplifies matters for the court staff in order to maximize the ability to have an alternative judge available when needed; and

WHEREAS, the alternate municipal court judges appointed by this Resolution have been determined to be qualified appointees for the positions and legally capable of serving in the capacities listed;

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

SECTION ONE. City Council appoints Ryan Henry of the Law Offices of Ryan Henry to serve as the first alternate municipal court judge for the City of Kerrville Municipal Court.

SECTION TWO. City Council appoints Michael McCann of the Law Offices of Ryan Henry to serve as the second alternate municipal court judge for the City of Kerrville Municipal Court.

SECTION THREE. Each appointed alternate municipal court judge is under the direction of the presiding judge and may be assigned additional duties and responsibilities consistent with the role of a municipal court judge as determined by the presiding judge.

SECTION FOUR. Each alternate municipal judge possesses all the authority of any associate judge and are also magistrates pursuant to state law.


SECTION FIVE. City Council may remove any municipal court judge consistent with the laws of the State of Texas and applicable City Charter and ordinances.

SECTION SIX. This Resolution shall be effective immediately upon passage.

PASSED AND APPROVED ON this the _____ day of _____ A.D., 2023.

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Law Offices of Ryan Henry, PLLC

1019 Central Parkway North, Ste. 108
San Antonio, TX 78232
(210) 257-6357
FAX (210) 569-6494
ryan.henry@rshlawfirm.com

April 26, 2023

Mike Hayes
City of Kerrville City Attorney
701 Main
Kerrville, Texas 78023

Sent Via email: mike.hayes@kerrvilletx.gov

Re: Municipal Court Judge Letter of Interest

Dear Mike,

I am writing to express my interest in the alternate (backup) municipal court judge position that is available in the City of Kerrville. It is my understanding it is a court of non-record.

I am interested in serving the City of Kerrville in such a capacity. To give you a little background, I have been representing municipalities since before 1998.¹ Even before my admission to the State Bar of Texas, I clerked for the City of Lubbock City Attorney's office from 1996-1998 while in law school. In my final year of law school, I receive a third-year practice card and was sent directly into municipal court to begin trying cases. I have been involved in municipal courts ever since.²

I currently serve as a municipal prosecutor in seven cities, am a city attorney in four cities, and am a municipal judge in three cities. I am the presiding judge for the cities of Ingram and West Lake Hills and am the alternate judge in the City of Bulverde. I have been a judge in West Lake Hills since 2019. I am also often called upon by the Texas Municipal Courts Education Center to speak at their seminars training clerks, prosecutors and judges. I am currently scheduled to speak at the regional judges' seminar on May 3, 2023, in Corpus Christi. I have been a regular speaker for them for over fifteen years.

Additionally, when asked about taking a judge appointment (whether as presiding or associate or alternate), I offer an additional option for the cities. I have several individuals who work for me who live and breath municipal court every day. I have three prosecutors (Joshua Galicia, Sonya Herrera, and Michael McCann) who are very knowledgeable in court. Joshua Galicia was appointed as an associate judge with me for the City of Bryan for a time. I also have a senior paralegal, Brenna Green, who has been helping me with municipal court for eleven years and knows more about court systems, operations, and handling defendants than most prosecutors. When the City of Ingram appointed me as their presiding municipal court judge, they also appointed Judge Green as my associate judge. As Ingram is a court of non-record, a judge does not have to be an attorney to sit. Judge Green covers for me when I am unable for whatever reason. However, because she is not an attorney, the fees paid are slightly less than for an attorney judge. While the City of Kerrville is only seeking an alternate judge position, appointing an

¹ I was admitted to practice law with the State Bar of Texas in November 1998.

² A direct link to my bio from my webpage can be found here. <https://rshlawfirm.com/attorneys-and-staff/ryan-scott-henry/>

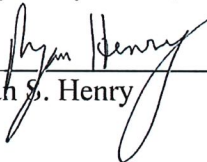


additional one of these individuals as a secondary alternate or associate has served my other cities well, in the past. However, this is merely an offer that I extend any city which may be interested and it is not tied to my interest as serving the City as the alternate judge.

I would be happy to provide additional information or answer any questions that you may have about my qualifications. Please do not hesitate to contact me if you require further information or if you would like to schedule an interview.

Thank you for considering my application. I look forward to the opportunity to discuss my qualifications further with you.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Ryan S. Henry', written over a horizontal line.

Ryan S. Henry

Ryan Scott Henry

Ryan Henry graduated with honors from New Mexico State University with dual bachelor's degrees in Criminal Justice and Psychology in 1995. He attended law school at Texas Tech School of Law and graduated in May 1998.

While attending law school, Ryan began clerking for the Lubbock City Attorney's Office. As a result, he began defending governmental entities even before passing the bar exam, and so began his career supporting local governments. Upon graduation, Ryan began working in Brownsville, Texas, with the same focus.

In June 2002, Ryan moved to San Antonio and joined a local law firm in a similar practice area. He launched the Law Offices of Ryan Henry, PLLC in 2012.

Ryan was named one of the best attorneys in municipal law by S.A. Scene Magazine in 2016 and 2017. He currently serves as chairman of the Government Law section of the State Bar of Texas.

Bar Admissions

Texas, 1998

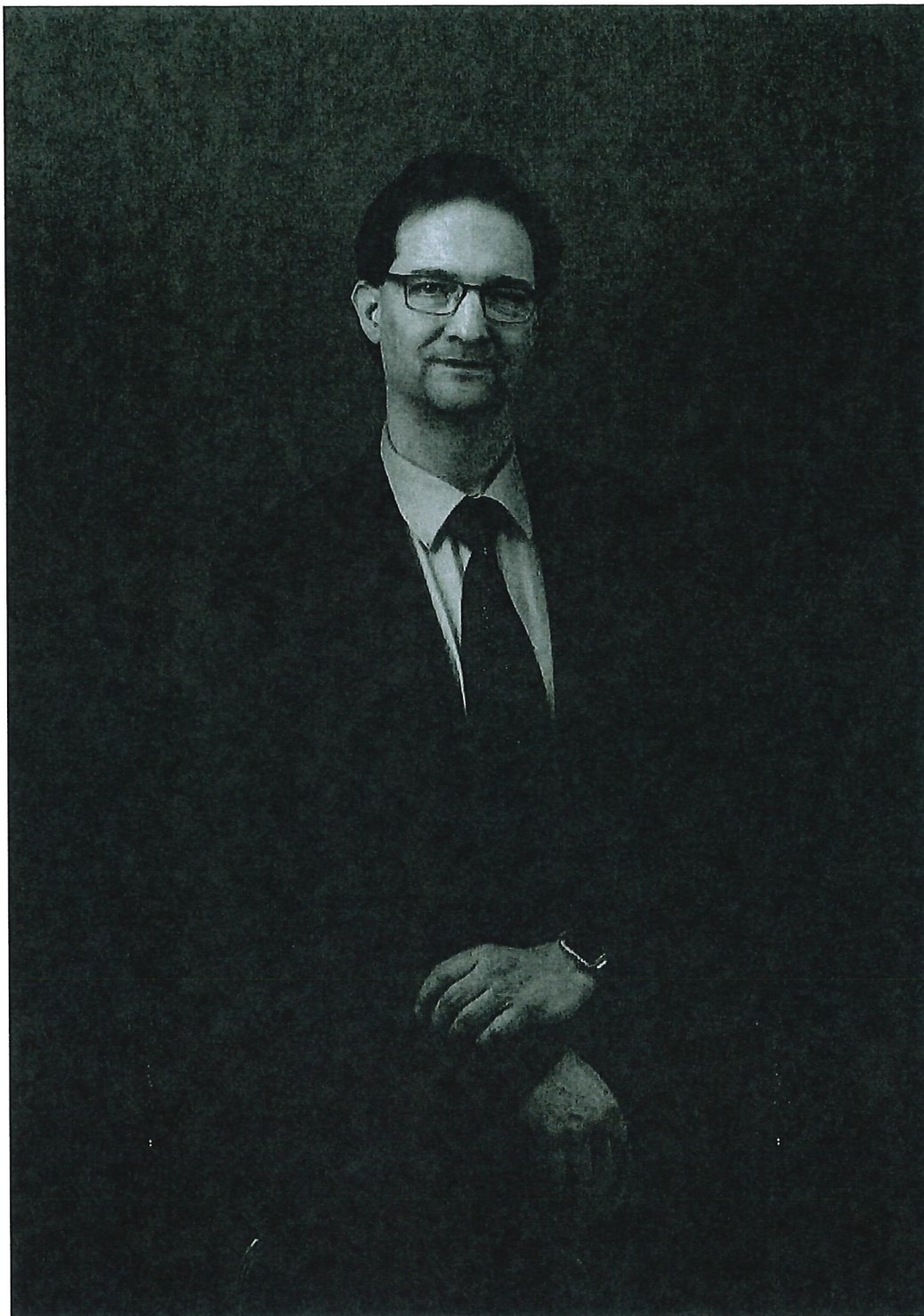
U.S. District Court Southern District of Texas, 1998

U.S. Court of Appeals 5th Circuit, 2002

U.S. District Court Western District of Texas, 2002

U.S. District Court Northern District of Texas, 2004

U.S. District Court Eastern District of Texas, 2008



Managing Attorney

United States Supreme Court, 2011

**Just a few of the entities helped by
Ryan (past and present).**

Texas Municipal League Intergovernmental Risk Pool (TML-IRP)
Dallas County Hospital District d/b/a Parkland Health and Hospital System
Town of Hollywood Park
Town of Hollywood Park Economic Development Corporation
City of Alamo Heights
City of Laredo
City of San Marcos
City of New Braunfels
Bridge City
City of Bryan
City of Windcrest
Poteet Housing Authority
Village of Pleak
Devine Housing Authority
City of Venus
City of Godley
City of Grey Forest

Professional Associations and Memberships

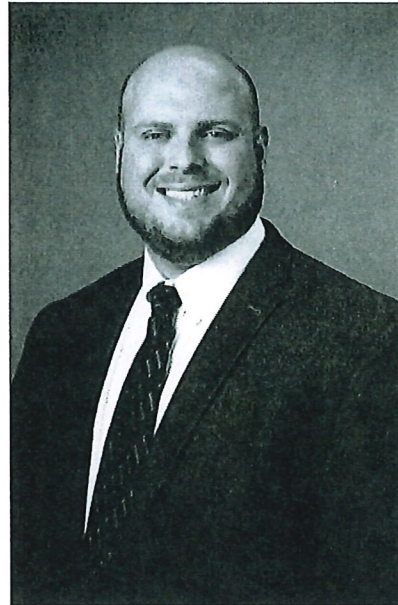
Texas City Attorneys' Association
Federal Bar Association
State Bar Trial Section
State Bar Appellate Section
State Bar Government Law Council – Chairman, 2019-2020

Michael McCann

Michael Steven McCann, Jr. was born and raised in Edinburg, Texas. He graduated from the University of Texas-Pan American with B.A. degrees, *cum laude*, in Political Science and Psychology, followed by a J.D. degree in 2016 from St. Mary's University School of Law.

During his law school years, Michael served as a staff writer and later as Associate Editor for *The Scholar: St. Mary's Law Review on Race and Social Justice*. He had the privilege of having his student comment, *No un Jurado De Mis Pares: Juror Exclusion of Limited English Proficient Speakers*, published by the Journal in the spring 2016 edition.

Michael started his career working in defense litigation, handling cases involving personal injury, construction defect, products liability and government entities. He is licensed to practice law in all Texas courts and also is licensed in the Western District of Texas.



Associate Attorney



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

SUBJECT: Discuss the City's Declaration of local state of disaster due to the COVID public health emergency, March 20, 2020.

AGENDA DATE OF: June 27, 2023

DATE SUBMITTED: June 16, 2023

SUBMITTED BY: Eric Maloney, Fire Chief

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:

On March 20, 2020, the City of Kerrville adopted a Resolution 06-2020 for the Declaration of Local State of Disaster Due to Public Health Emergency in response to the COVID-19 pandemic. This resolution remained effective consistent with the State of Texas COVID-19 Disaster Declaration. On May 15, 2023, Governor Greg Abbott extended the Disaster Declaration but did not renew on June 15th.

To remain consistent with the State of Texas, City staff recommends the resolution be repealed.

RECOMMENDED ACTION:

Repeal the resolution for the Declaration of Local State of Disaster Due to A Public Health Emergency.



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

SUBJECT: Appointment to the Building Board of Adjustment and Appeals. (Item eligible for Executive Session 551.074).

AGENDA DATE OF: June 27, 2023

DATE SUBMITTED: June 5, 2023

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:

One alternate member vacancy exists due to consistent absences from meeting.
One application has been received: Wayne Uecker.
The interview team is Councilmember Garcia and Councilmember Harris.
Drew Paxton is staff liaison.

RECOMMENDED ACTION:

Appoint member.



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

SUBJECT: Appointment to the Planning & Zoning Commission. (Item eligible for Executive Session 551.074).

AGENDA DATE OF: June 27, 2023

DATE SUBMITTED: June 5, 2023

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:

One member vacancy exists, with two applications received: Charles Swallow, Wayne Uecker.

The interview team is Councilmember Harris and Councilmember Hughes.

Drew Paxton is staff liaison.

RECOMMENDED ACTION:

Appoint member.



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

SUBJECT:

Appointment(s) to the Zoning Board of Adjustment. (This item is eligible for Executive Session 551.074)

AGENDA DATE OF: June 27, 2023

DATE SUBMITTED: June 5, 2023

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:

Due to a regular member resignation, two vacancies exists for the Zoning Board of Adjustment. (One regular member vacancy, and one alternate member vacancy.)

Note: There is a current alternate member Lynn Niles who is interested being a regular member.

Interview Team is Mayor Eychner and Councilmember Hughes.

Staff Liaison is Drew Paxton.

RECOMMENDED ACTION:

Appoint member(s).