

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

**TUESDAY, MAY 14, 2024, 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**  
**MAY 14, 2024 6:00 PM**  
**CITY HALL, 701 MAIN STREET, KERRVILLE, TEXAS**



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

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

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**CALL TO ORDER:** Mayor Joe Herring, Jr.

**INVOCATION AND PLEDGE OF ALLEGIANCE:** Led by 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 Proclamation recognizing May 19-25, 2024 as Emergency Medical Services Week in Kerrville, Texas.
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. **ORDINANCE(S), FIRST READING:**
  - 4.A Ordinance No. 2024-14. An Ordinance declaring the adoption of amendments to the City of Kerrville, Texas, Charter in accordance with the adoption of Propositions A, B, C, E, G, H, and I at the Special Election held on May 4, 2024; adopting the Charter, as amended; providing an effective date; and providing other matters related to this subject.  
Attachments: [20240514\\_Ord 2024-14 Amendments to City Charter.pdf](#)  
[20240514\\_CHARTER\\_052824 DRAFT redlined.pdf](#)
5. **PUBLIC HEARING AND ORDINANCES, FIRST READING:**
  - 5.A Ordinance No. 2024-12. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, otherwise known as the City's Zoning Code; by changing the zoning for the property known as 601 Lois St. from a Single Family Residential Zoning District (R-1) to a Residential Transition Zoning District (RT); and providing other matters relating to the subject.  
Attachment: [20240514\\_Ord 2024-12 Zone change 601 Lois.pdf](#)



- 5.B Ordinance No. 2024-13. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, otherwise known as the City's Zoning Code; by changing the zoning of the property known as 3600 Memorial Blvd (Kerrville VA Medical Center) from a Public and Institutional Zoning District to a Multifamily Residential Zoning District; and providing other matters relating to the subject.  
Attachments: [20240514\\_Ord 2024-13 Zone change 3600 Memorial Blvd.pdf](#)  
[20240514\\_Letter in favor Noller - Freedoms Path.pdf](#)

**6. PUBLIC HEARINGS AND RESOLUTIONS:**

- 6.A Resolution No. 15-2024. A Resolution terminating a Conditional Use Permit that authorized a Short-Term Rental Unit on the property consisting of Lot 6, of Block 1, Riverside Addition; and more commonly known as 337 Guadalupe.  
Attachment: [20240514\\_Reso 15-2024 Terminating CUP 337 Guadalupe.pdf](#)
- 6.B Resolution No. 16-2024. A Resolution terminating a Conditional Use Permit that authorized a Short-Term Rental Unit on the property consisting of Lot 29, Block 2, Sendero Ridge Unit 1 Subdivision; and more commonly known as 105 Jasper Lane.  
Attachment: [20240514\\_Reso 16-2024 Terminating CUP 105 Jasper Lane.pdf](#)
- 6.C Resolution No. 17-2024. A Resolution terminating a Conditional Use Permit that authorized a Short-Term Rental Unit on the property consisting of Lot H, Block 5, Pueblo Hills Subdivision; and more commonly known as 1916 Leslie Dr.  
Attachment: [20240514\\_Reso 17-2024 Terminating CUP 1916 Leslie Dr.pdf](#)
- 6.D Resolution No. 18-2024. A Resolution terminating a Conditional Use Permit that authorized a Short-Term Rental Unit on the property consisting of Lot F, Block 5, Pueblo Hills Subdivision; and more commonly known as 1924 Leslie Dr.  
Attachment: [20240514\\_Reso 18-2024 Terminating CUP 1924 Leslie Dr.pdf](#)
- 6.E Resolution No. 19-2024. A Resolution terminating a Conditional Use Permit that authorized a Short-Term Rental Unit on the property consisting of Lot 10, Block 3, Starkey Manor 7 Subdivision; and more commonly known as 604 Mockingbird Lane.  
Attachment: [20240514\\_Reso 19-2024 Terminating CUP 604 Mockingbird Lane.pdf](#)

**7. CONSIDERATION AND POSSIBLE ACTION:**

- 7.A Resolution No. 21-2024. A Resolution for the release of an area from the City's Extraterritorial Jurisdiction, such property generally located East of and partially adjacent to the Kerrville-Kerr County Airport.  
Attachments: [202405214\\_Reso 21-2024 Release of prop from ETJ.pdf](#)  
[20240514\\_Reso 21-2024 location area.pdf](#)
- 7.B Authorization to negotiate and approve a Professional Services Agreement for services necessary to update the City's Comprehensive Plan (Kerrville 2050).  
Attachment: [20240514\\_PSA FNI - update K2050 plan.pdf](#)
- 7.C Construction Agreement with Rio Grande Valley Industrial Machine Shop & Pumps, LLC for the Wastewater Treatment Plant Clarifier #3 Rehabilitation Project in the amount of \$991,800.00.  
Attachments: [20240514\\_Letter\\_WWTP Clarifier #3 Rehab\\_Recommendation Letter.pdf](#)  
[20240514\\_Bids\\_WWTP Clarifier #3 Rehab\\_Bid Summary.pdf](#)
- 7.D Process to appoint person as a Councilmember to the position of Councilmember Place 1.
- 7.E Appointments of Councilmembers as members and liaisons to City Boards and Commissions, to include the Economic Improvement Corporation.

**8. APPOINTMENT(S):**

8.A Appointment of Mayor Pro Tem. (Item eligible for discussion in Executive Session 551.074)

**9. 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 issue(s):*

9.A Appointment of Mayor Pro Tem. (551.074)

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

**11. 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:** Proclamation recognizing May 19-25, 2024 as Emergency Medical Services Week in Kerrville, Texas.

**AGENDA DATE OF:** May 14, 2024

**DATE SUBMITTED:** April 1, 2024

**SUBMITTED BY:** Eric Maloney, Fire Chief

**EXHIBITS:**

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

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

**Kerrville 2050 Item?** No

**Key Priority Area** N/A

**Guiding Principle** N/A

**Action Item** N/A

**SUMMARY STATEMENT:**

The City of Kerrville recognizes May 19-25, 2024 as Emergency Medical Services Week.

**RECOMMENDED ACTION:**

Present proclamation.



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

**SUBJECT:** Ordinance No. 2024-14. An Ordinance declaring the adoption of amendments to the City of Kerrville, Texas, Charter in accordance with the adoption of Propositions A, B, C, E, G, H, and I at the Special Election held on May 4, 2024; adopting the Charter, as amended; providing an effective date; and providing other matters related to this subject.

**AGENDA DATE OF:** May 14, 2024

**DATE SUBMITTED:** May 9, 2024

**SUBMITTED BY:** Mike Hayes, City Attorney

**EXHIBITS:**

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

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

**Kerrville 2050 Item?** No

**Key Priority Area** N/A

**Guiding Principle** N/A

**Action Item** N/A

**SUMMARY STATEMENT:**

Pursuant to Section 14.06 of the City Charter, the Charter must undergo a review every five years. To conduct that review, the Council must appoint a Charter Review Commission ("CRC"), which it did in August 2023. The CRC completed its review of the Charter and submitted its *Report of the 2023 Kerrville Charter Review Commission* at a Council meeting on December 12, 2023. After the CRC's presentation, Council voted to accept the Report. Council considered the CRC's recommended amendments and voted to hold a Special Election. Prior to said election, Council voted to send all of the CRC's proposed amendments to the voters as propositions.

At the May 4, 2024 election, voters approved Propositions A, B, C, E, G, H, and I, which contained the amendments. At a special meeting held on May 14, 2024, Council canvassed the results of this election and the adoption of the amendments, and voted to accept the results via Resolution No. 14-2024. Under state law, Council must now officially adopt the newly amended Charter.

Note: The Ordinance has the actual City Charter (which will be approved) attached.

Also, an additional attachment has been included with the red-lined version of the proposed City Charter.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2024-14 on first reading to declare the adoption of various amendments to the City Charter and to adopt a newly revised Charter.

**ATTACHMENTS:**

[\*20240514\\_Ord 2024-14 Amendments to City Charter.pdf\*](#)

[\*20240514\\_CHARTER\\_052824 DRAFT redlined.pdf\*](#)

**CITY OF KERRVILLE, TEXAS**  
**ORDINANCE NO. 2024-14**

**AN ORDINANCE DECLARING THE ADOPTION OF AMENDMENTS TO THE CITY OF KERRVILLE, TEXAS, CHARTER IN ACCORDANCE WITH THE ADOPTION OF PROPOSITIONS A B, C, E, G, H, AND I AT THE SPECIAL ELECTION HELD ON MAY 4, 2024; ADOPTING THE CHARTER, AS AMENDED; PROVIDING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THIS SUBJECT**

**WHEREAS**, on February 25, 1942, a home-rule Charter was adopted for the City of Kerrville, Texas; and

**WHEREAS**, the City Charter is a document prepared by the citizens of the City providing direction to the City government on how to operate; and

**WHEREAS**, since 1942, the Charter has been amended ten times, with the last comprehensive review occurring in 2018-19; and

**WHEREAS**, Section 12.06 of the Charter requires a periodic review to help ensure that the document is current and that it properly reflects the overall directions of this community; and

**WHEREAS**, in August 2023, City Council appointed persons to a Charter Review Commission ("CRC") and charged it with reviewing and proposing amendments to the Kerrville City Charter; and

**WHEREAS**, following a series of meetings, the CRC presented its *Report of Proposed Charter Amendments* (the "Report") to City Council in December 2023 at a public meeting; and

**WHEREAS**, the Council reviewed the Report and after considering the CRC's proposed amendments, the Council called a Special Election for May 4, 2024 for a vote of the electors to consider the approval or rejection of various amendments to the Charter, the amendments being in the form of Propositions A through J; and

**WHEREAS**, at the Special Election on May 4, 2024, voters approved by majority vote Propositions A, B, C, E, G, H, and I, and voted not to approve Propositions D, F, and J, thereby amending the Charter in this manner; and

**WHEREAS**, at a special meeting held on May 14, 2024, which was open to the public, City Council canvassed the results of this Special Election and adopted Resolution No. 14-2024, which approved and declared the results of this election; and



**WHEREAS**, City Council finds it to be in the public interest to declare the adoption of the amendments to the City's Charter, and to adopt the amended Charter, in accordance with Chapter 9, Texas Local Government Code, and Section 12.07 of the Charter;

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

**SECTION ONE.** Propositions A, B, C, E, G, H, and I, as approved during the Special Election held on May 4, 2024, and which contained amendments to the City's Charter, are declared adopted. This declaration serves as an order pursuant to Section 9.005(b) of the Texas Local Government Code. The City Secretary shall record this order in the City's official records.

**SECTION TWO.** In accordance with Section 12.07 of the Charter, and based upon the amendments, the Charter has been renumbered and rearranged as appropriate, and the City Council authorizes such changes.

**SECTION THREE.** The newly revised Charter, including the amendments resulting from the passage of Propositions A, B, C, E, G, H, and I, is attached as **Exhibit A**, made a part hereof for all purposes, and is adopted in this form by City Council.

**SECTION FOUR.** In accordance with Section 9.007(a) of the Texas Local Government Code and following adoption of this Ordinance, the Mayor shall certify to the Texas Secretary of State an authenticated copy of the Charter, as amended, under the City's seal showing the approval by the voters of the City.

**SECTION FIVE.** The City Secretary, pursuant to Section 9.008(a) of the Texas Local Government Code, shall record the revised Charter, as amended by the voters, in the City Secretary's records.

**SECTION SIX.** The provisions of this Ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered therein and does not repeal any provision of said ordinances.

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

**SECTION EIGHT.** Following adoption of this Ordinance upon second reading, the amendments, and the newly revised Charter shall become effective immediately.

**PASSED AND APPROVED ON FIRST READING, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2024.**

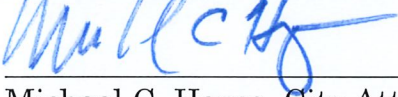
**PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_ day of \_\_\_\_\_, 2024.**

\_\_\_\_\_  
Joe Herring Jr., Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

NOTE: Final formatting and the renumbering of pages will be done later, but prior to publication.

## EXHIBIT A



# CHARTER OF THE CITY OF KERRVILLE, TEXAS



# **CITY OF KERRVILLE CHARTER**

## **MEMBERS OF THE CITY COUNCIL**

**JOE HERRING, JR.  
MAYOR**

**VACANT  
COUNCILMEMBER, PLACE 1**

**JEFF HARRIS  
COUNCILMEMBER, PLACE 2**

**KENT McKINNEY  
COUNCILMEMBER, PLACE 3**

**BRENDA HUGHES  
COUNCILMEMBER, PLACE 4**

**SHELLEY McELHANNON, CITY SECRETARY**

**MAY 28, 2024**

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## **ARTICLE I. INCORPORATION, POWERS, AND TERRITORY**

### **Section 1.01. Establishment and Purpose of the Charter.**

We the people of the City of Kerrville, Texas, under the constitution and laws of the State of Texas, in order to secure the benefits of local self-government and to provide for an honest and accountable council-manager government do hereby adopt this Charter and confer upon the City the following powers, subject to the following limitations, and prescribed by the following procedures and government structure. By this action, we secure the benefits of home-rule and affirm the values of representative democracy, professional management, strong leadership, citizen participation, and regional cooperation.

### **Section 1.02. Enumerated Powers not Exclusive.**

The enumeration of particular powers by this Charter shall not be held or deemed to be exclusive, but, in addition, to the powers enumerated therein or implied thereby, or appropriate to the exercise of such powers, it is intended that the City of Kerrville shall have, and may exercise, all powers of local self-government, provided by the Constitution and laws of the State of Texas, as it is appropriate for this Charter to specifically enumerate. All powers of the City, whether expressed or implied, shall be exercised in the manner prescribed by this Charter, or if not prescribed therein, then in the manner provided by ordinance or resolution of the Council.

### **Section 1.03. Boundaries.**

The boundaries of the City of Kerrville are hereby established by the official map which is on file in the City Secretary's Office at City Hall.

### **Section 1.04. Annexation of Territory.**

Subject to state law, City Council may by ordinance annex territory lying adjacent to the City with the consent of the inhabitants in such territory or owners thereof. City Council may unilaterally annex territory but only in accordance with state law.

### **Section 1.05. Disannexation.**

City Council by ordinance duly passed by a majority vote of all the Councilmembers, may discontinue any territory as a part of the City; the ordinance shall specify accurately the metes and bounds of the territory to be eliminated from the City and shall contain a plat designating such territory so that the same can be definitely ascertained; and when the ordinance has been duly passed, the same shall be entered



upon the minutes and records of the City, and from and after the entry of such ordinance, the territory shall cease to be a part of the City, but the territory shall still be liable for its pro rata share of any debts incurred while the area was a part of the City.

#### **Section 1.06. - Sale of Liquor Prohibited.**

The City may regulate or otherwise prohibit the sale of liquor in all or part of the residential areas of the City as authorized by this charter provision and State law.

#### **Section 1.07 Notice of Damage or Injury Required.**

- a. The City of Kerrville shall never be liable for any personal injury, whether resulting in death or not, unless the person injured or someone in his or her behalf, or in the event the injury results in death, the person or persons who may have a cause of action under the law by reason of such death or injury, shall file a notice in writing with the City Manager within ninety (90) days after same has been received, stating specifically in such notice when, where and how the exact injury occurred and the full extent thereof, together with the amount of damages claimed or asserted. These notice requirements do not apply if the City has actual notice that death has occurred or that the claimant has received some injury. Further, should the claimant provide good cause for failure to comply with the notice requirements then these notice requirements shall not apply.
- b. The City of Kerrville shall never be liable for any claim for damage or injury to personal property unless the person whose personal property has been injured or damaged or someone in his or her behalf, shall file a claim in writing with the City Manager within ninety (90) days after said damage or injury has occurred and the full extent thereof, and the amount of damage sustained. The City shall never be liable for any claim for damage or injury to real property caused by the negligent act or omission of its officers, servants, agents, or employees, unless the person whose real property has been injured or damaged or someone in his or her behalf, files a claim in writing with the City Manager within ninety (90) days after said damage or injury has occurred, stating specifically when, where and how the injury or damage occurred and the amount of damage claimed. These notice requirements do not apply if the City has actual notice that the claimant's property has been damaged. Further, should the claimant provide good cause for failure to comply with the notice requirements then these notice requirements shall not apply.

## **ARTICLE II. GOVERNING BODY**

### **Section 2.01. The City Council.**

Except as otherwise provided in this Charter, all powers of the City shall be vested in a Council of five (5) members, to be known as the Kerrville City Council. The members of the Council shall be elected from the City of Kerrville at large in a manner prescribed elsewhere in this Charter without party or partisan mark or designation. The Mayor is a member of the Council and may be referred to in this Charter as a "Councilmember."

### **Section 2.02. Qualifications for Councilmembers.**

Each member of the City Council, in addition to having other qualifications required by law:

- a. Shall be a qualified voter of the State of Texas;
- b. Shall be at least eighteen (18) years of age;
- c. Shall be a resident of the City for at least twelve (12) consecutive months preceding the election day; provided, however, that any person who shall have been a resident for a period of not less than twelve (12) consecutive months immediately preceding the election of any territory not formerly within the corporate limits of the City, but which has been annexed under the provision of this charter, shall be eligible for said office;
- d. Shall not hold any other elected office or employment under the City government while a member of the Council, except a member of the City Council may be appointed by the City Council to represent the Council on any board, commission, committee, organization or entity in the Council's sole discretion so long as that person's service does not extend beyond the person's term of office.
- e. At the time that a candidate's application for a place on the ballot is submitted, or thereafter, such candidate shall not be related within the second degree of affinity or third degree of consanguinity to anyone employed by the City and who holds an executive position with the City, which is defined as the head of any department or division within the City. The City Manager shall indicate such positions within his or her budget.



### **Section 2.03. Term of Office.**

- a. The members of the City Council shall hold their offices for a term of two years and until their successors have been elected and duly qualified in accordance with this Charter. Five Councilmembers will be elected at large, two in one year for Places One and Two, and the following year, three will be elected for Places Three; Four and Mayor, respectively.
- b. No Councilmember may serve more than three (3) full terms in succession.
- c. Any Councilmember, upon filing an application to run for mayor, shall have automatically resigned his or her office effective on the day following the canvass for such election.

### **Section 2.04. Vacancies.**

- a. The office of a Councilmember shall become vacant upon his or her death, resignation, forfeiture of office, or removal from office by any manner authorized by law.
- b. A Councilmember shall forfeit his or her office if he or she:
  - 1. ceases to possess the required qualifications for election to office;
  - 2. is convicted of a felony; or
  - 3. ceases to be a resident of the City.
- c. Every forfeiture shall be declared and enforced by the City Council.
- d. Vacancies in the City Council, including a vacancy resulting from a recall election, shall be filled by the Council for the remainder of the unexpired term. The Council shall appoint a qualified elector to fill a vacancy within forty-five (45) days after such vacancy occurs, as determined by state law. For purposes of this section and the Charter, a “qualified elector” or “qualified voter” means a “registered voter” in accordance with state law.

### **Section 2.05. Compensation for Councilmembers.**

Councilmembers shall serve without an established salary; however, they will be authorized to receive the sum of \$25.00 for each Council meeting in which they attend to off set the “out-of-pocket” expenses incurred. The expense fees are not to be construed as being a salary, but an authorized allowance for each regular meeting.

Councilmembers may be reimbursed for other reasonable expenses directly associated with their service to the City, subject to controls established by the Council.

### **ARTICLE III. PROCEDURES OF THE COUNCIL; LEGISLATION**

#### **Section 3.01. Canvass of Election; Meetings of the Council, Boards, and Commissions; Compliance with Open Meetings Act.**

Following each municipal election, the Council shall meet at the usual place for holding its meetings, canvass the election in accordance with state law, and the newly elected members shall assume the duties of office without party or partisan mark or designation. Council shall meet at such times as may be prescribed by ordinance or resolution, but not less frequently than once each month. Special meetings shall be called by the City Secretary upon request of the Mayor, the City Manager, or a majority of the members of the Council. Any such notice shall state the subject or subjects that shall be considered. All meetings of the Council shall be open to the public, and the rules of the Council shall provide that the citizens of the City shall have a reasonable opportunity to be heard at any such meetings in regard to any matter considered; but the Council may by a majority vote of all the members authorize a closed meeting. Council and its boards, commissions, and committees shall comply fully with the provisions of the Texas Open Meeting Act as amended.

#### **Section 3.02. Mayor and Mayor Pro Tem.**

Following the canvass of a regular election, the Council shall choose one of its members (other than the Mayor) as Mayor Pro Tem. The Mayor shall preside at meetings of the Council and shall exercise such other powers and perform such other duties as are or may be conferred and imposed upon him or her by this Charter and the ordinances of the City. He or she shall be recognized as the head of the City government for all ceremonial purposes, by the courts for serving civil processes, and by the Governor for purposes of military law. In time of public danger or emergency, the Mayor is authorized to act in accordance with federal and state law and City policy. If a vacancy occurs in the Office of Mayor, the Council shall appoint a successor Mayor for the remaining term, in accordance with Section 2.04. If the Mayor is absent or incapacitated such that he or she is unable to perform the duties of office, the Mayor Pro Tem shall act as Mayor for the duration of the period of such absence or disability. If the Mayor Pro Tem is also absent or disabled, then the Council shall elect a Presiding Officer to act in the place of the Mayor Pro Tem.



### **Section 3.03. City Secretary.**

The City Manager shall appoint a City Secretary who shall perform such administrative duties as may be delegated by the City Manager.

### **Section 3.04. Council Rules.**

The Council shall be the judge of the election and qualifications of its members, and in such cases, shall have the power to subpoena witnesses and compel the production of all pertinent books, records, and papers; but the decision of the Council in any such case shall be subject to review by the courts. The Council shall determine its own rules and order of business and keep a record of its proceedings. It shall have power to compel the attendance of absent members, may punish its members for disorderly conduct where such conduct occurs at a meeting or event involving the Council; and by vote of not less than a majority of all its members, expel from a meeting a member for disorderly conduct for the violation of its rules; but no member shall be expelled from a meeting unless notified of the charge against him or her and given an opportunity to be heard in his or her own defense. As used in this section, the definition of "disorderly conduct" has the meaning defined by the Texas Penal Code.

### **Section 3.05. Quorum.**

Except as otherwise allowed by state law, a majority of all the members of the Council shall constitute a quorum to do business, but a less number may adjourn from time to time and compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance. The affirmative vote of a majority of all the members of the Council shall be necessary to adopt any ordinance, resolution, or order; except that a vote to adjourn, or an action regarding the attendance of absent members, may be adopted by a majority of the members present. No member may be excused from voting except when such member has a conflict of interest as defined by law.

### **Section 3.06. Introduction and Passage of Ordinances and Resolutions.**

- a. Ordinances and resolutions shall be introduced only in written form. All ordinances, except ordinances making appropriations and ordinances codifying or rearranging existing ordinances or enacting a code of ordinances, shall be confined to one subject, and the subject of all ordinances shall be clearly expressed in the title. Ordinances making appropriations shall be confined to the subject of appropriations. No ordinance shall be passed until it has been read and voted upon in at least two regular meetings, except an emergency measure. The final reading of each ordinance shall be in full unless a written or printed copy thereof shall have been furnished to each member of the

Council prior to such reading. The “yeas” and “nays” shall be taken upon the passage of all ordinances and resolutions and entered upon the journal of the proceedings of the Council. The enacting clause of all ordinances shall be, “Be it ordained by the City Council of the City of Kerrville, Kerr County, Texas.”

- b. An ordinance shall take effect upon final passage unless indicated otherwise in the ordinance.
- c. Upon its final passage, each ordinance and resolution shall be authenticated by the signatures of the Mayor or Presiding Officer and of the City Secretary, and shall be systematically recorded as provided by Ordinance.
- d. An “emergency measure” is an ordinance or resolution to provide for the immediate preservation of the public peace, property, health, or safety, in which the emergency claimed is set forth and defined in the preamble thereto. The affirmative vote of at least a majority of all members of the Council shall be required to pass any ordinance or resolution as an emergency measure. No measure making or amending a grant, renewal or extension of a franchise or other special privilege, shall ever be passed as an “emergency measure.”

### **Section 3.07. Publication of Penal Ordinances.**

Each adopted penal ordinance, or its caption and penalty, shall be published one time in a newspaper of general circulation which is published in the City. The City shall also provide notice of the adoption of the ordinance at the City’s website. Such ordinance so published in the newspaper shall take effect and be in force, from and after ten (10) days after publication thereof, unless a later time is expressly provided.

### **Section 3.08. Creation of Boards, Commissions, and Committees.**

The City Council may create and provide for such Boards, Commissions, and/or Committees as the City Council may deem appropriate or necessary.

## **ARTICLE IV. NOMINATIONS AND ELECTIONS**

### **Section 4.01. - Municipal Elections.**

All City elections shall be governed, except as otherwise provided by the Charter, by the laws of the State of Texas.



## **Section 4.02. - Election of Councilmembers by Plurality, places.**

There will be five places: One, Two, Three, Four, and Mayor. At the regular municipal election, the voters may vote for one candidate for each place listed on the ballot. The candidate for each place listed on the ballot who receives the greatest number of votes for that place cast in such election shall be declared elected; and in case of a tie vote, by lot.

## **Section 4.03. - Application for Candidacy.**

Any person who lawfully qualifies and is a registered voter may file an application for election for a Place on the City Council. The name of such candidate and Place for which he is filing will be affixed by the City Secretary at the time of issuance of an application form. Such application must include a petition signed by not less than 100 qualified and registered voters of the City. The application and the signatures thereon as well as the affidavits of the circulators must meet the requirements of state law. All papers comprising an application must be assembled and filed with the City Secretary in accordance with state law. Signatures are not required where the application includes a filing fee of \$100.00. The City Secretary shall review the petition as required by state law and if the petition is found to be insufficient, the City Secretary shall immediately notify the person who filed it, with a written statement certifying why the petition is found to be "insufficient." Within the time authorized by state law such a petition may be amended and filed again as a new petition, or a different petition may be filed for the same candidate. If the application complies with this section and state law, the City Secretary shall place such name on the ballot. Application and petition forms must be obtained from the City Secretary, as they are promulgated by the Texas Secretary of State.

## **ARTICLE V. RECALL, INITIATIVE, AND REFERENDUM**

### **Section 5.01. General Authority.**

- a. **Recall.** The qualified voters of the City shall have the power to petition for recall of the Mayor or any member of the City Council
- b. **Initiative.** The qualified voters of the City shall have power to propose ordinances to the City Council. Such power shall not extend to the budget, capital program, or appropriation of money, issuance of bonds, setting of utility rates, levy of taxes, annexations, salaries of City officers or employees, or any other ordinance not subject to initiative as provided by state law.
- c. **Referendum.** The qualified voters of the City shall have power to require reconsideration by the City Council of any adopted ordinance. Such power

shall not extend to the budget, capital program, relate to the appropriation of money, issuance of bonds, setting of utility rates, levy of taxes, annexations, salaries of City officers or employees, or any other ordinance not subject to referendum as provided by state law.

#### **Section 5.02. Commencement of Petition; Petitioners' Committee; Affidavit.**

Any three (3) qualified voters of the City may commence recall, initiative, or referendum proceedings by filing with the City Secretary an affidavit stating they will constitute the petitioners committee and be responsible for preparing and circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent and naming the Councilmember(s) to be recalled or setting out in full the proposed initiative ordinance or citing the ordinances sought to be reconsidered.

#### **Section 5.03. Scope of Recall.**

Each Councilmember shall be subject to recall and removal from office by the qualified voters of the City.

#### **Section 5.04. Petitions for Recall.**

Before the question of recall of a Councilmember shall be submitted to the qualified voters of the City, a petition demanding such question to be so submitted shall first be filed with the City Secretary. The petition must contain the number of valid signatures of qualified voters totaling the greater of (a) five percent (5%) of the registered voters entitled to vote at the last City election or (b) thirty-five percent (35%) of the number of persons who voted in the most recent City election. Each signer of such recall petition shall personally sign their name thereto and shall write after their name their place of residence, giving the name of the street and the number, and shall also write thereon the day, the month, and the year their signature was affixed.

#### **Section 5.05. Form and Content of Recall Petition.**

All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall comply with Chapter 277 of the Texas Election Code as it may be amended. The petition shall be addressed to the City Council and the content shall distinctly and specifically point to the ground(s) upon which such petition for removal is predicated. Further, said petition shall state distinctly and specifically the alleged action(s) and the factual circumstance(s) surrounding such action(s) taken by the Councilmember that warrant the charge as to give the Councilmember sought to be removed notice of the matter(s) and thing(s)



with which the officer is charged. The signatures shall be verified by oath in the following form:

**STATE OF TEXAS  
COUNTY OF KERR**

I, \_\_\_\_\_, being first duly sworn, on oath depose and say that I am one of the signers of the above petition, and that the statements made therein are true, and that each signature appearing thereto was made in my presence on the day and date it purports to have been made, and I solemnly swear that the same is the genuine signature of the person it purports to be.

Signature\_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.  
NOTARY PUBLIC, STATE OF TEXAS

My commission expires: \_\_\_\_\_

**Section 5.06. Recall; Petition; Procedure.**

- a. **Certificate of City Secretary.** Within thirty (30) days after the petition is filed, the City Secretary shall complete a certificate as to its sufficiency or insufficiency as mandated herein, specifying, if it is insufficient, the particulars wherein it is defective and shall within that thirty (30) day period send a copy of the certificate to the petitioners committee by certified mail or by hand delivery to a committee member.
- b. **Amendment.** If the City Secretary finds a petition insufficient for lack of the required number of valid signatures, the petitioner may file one supplementary petition by the deadline in accordance with state law and Sections 5.04 and 5.05. The City Secretary shall notify the petitioner as to the sufficiency of the petition not later than the fifth regular business day after the date of its receipt.
- c. **Presentation to Council.** When a recall petition has been fully determined sufficient, the City Secretary shall present the petition to City Council at its next regular meeting. If a petition or amended petition is certified insufficient and the petitioners committee does not elect to amend within the time required, the City Secretary shall at the next regular Council meeting present such certificate to the Council who shall then make the final determination as to whether or not the petition is insufficient.

### **Section 5.07. Public Hearing for Recall.**

The Councilmember whose removal is sought may, within five (5) days after such recall petition has been presented to the City Council, request that a public hearing be held to permit the Councilmember to present the facts pertinent to the charges specified in the recall petition. In this event, the City Council shall order such public hearing to be held, not less than five (5) days nor more than fifteen (15) days after receiving such request for a public hearing.

### **Section 5.08. Calling of Recall Election.**

If the Councilmember whose removal is sought does not resign, then the City Council shall for the next available election date, order an election for holding such recall election. If, after the recall election date is established, the Councilmember vacates the office, the election shall be cancelled, in accordance with state law.

### **Section 5.09. Ballots in Recall Election.**

Ballots used at recall elections shall conform to the following requirements:

- a. With respect to the Councilmember whose removal is sought, the question shall be submitted:

“Shall \_\_\_\_\_ be removed from the office of \_\_\_\_\_ by recall?”

- b. Immediately below each such question, there shall be printed the following words, one above the other, in the order indicated:

“Yes”

“No”

### **Section 5.10. Result of Recall Election.**

a. If a majority of the votes cast at a recall election shall be “No”, that is against the recall of the Councilmember named on the ballot, the Councilmember shall continue in office for the remainder of his/her unexpired term, subject to recall as provided herein. If a majority of the votes cast at such election be “Yes”, that is for the recall of the Councilmember named on the ballot, the Councilmember shall, regardless of any technical defects in the recall petition, be deemed removed from office upon passing of the resolution canvassing the election, and the vacancy shall be filled in accordance with Section 2.04 above. As used in this section, “technical defects” shall mean an inadvertent or scrivener’s error in the preparation or filing of the petition.



b. Where a vacancy(s) occurs due to a recall election, the remaining Councilmembers, including where the remaining Councilmembers number two or less, shall appoint a qualified elector(s) for the recalled place(s), which such person(s) may serve only through the remainder of the unexpired term.

c. A Councilmember who is recalled is not eligible for appointment to Council in the period between the recall vote and the next election or qualified for placement on the ballot for the immediately ensuing election.

#### **Section 5.11. Initiative; Petition; Procedure.**

- a. Qualified voters of the City may initiate legislation by ordinance by submitting a petition addressed to the City Council, which requests the submission of the proposed ordinance to a vote of the qualified voters of the City. The City Attorney shall review the petition for enforceability and legality. Said petition must contain the number of valid signatures totaling the greater of (a) five percent (5%) of the registered voters entitled to vote at the last City election or (b) thirty-five percent (35%) of the number of persons who voted in the most recent City election. Each copy of the petition shall have attached to it a copy of the full text of the proposed ordinance. The petition, its form and content, shall be the same as for recalls as provided in Section 5.05 above. The certification of the City Secretary, and any amendment to the petition and its presentation to City Council shall be the same as for recalls as provided in Section 5.06 above.
- b. When an initiative petition has been fully determined sufficient, City Council shall at its next regular meeting consider the proposed initiative ordinance. Upon presentation to the Council, Council shall, within sixty (60) days after the date the petition was finally determined sufficient and in accordance with the procedure required in Section 5.06 above, either pass and adopt such ordinance without alteration as to meaning or effect, or call for an election, to be held on a date allowed under the Texas Election Code, at which the qualified voters of the City shall vote on the question of adopting or rejecting the proposed ordinance. Unless otherwise provided by law, any election for an initiative under this Charter shall be held on the first authorized uniform election date that occurs after the seventieth (70th) calendar day after the City Council's decision to submit the ordinance to the voters.
- c. If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the Council. If conflicting ordinances are approved

at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

#### **Section 5.12. Referendum; Petition; Procedure; Effect Prior to Election.**

- a. Qualified voters of the City may require that any ordinance, with the exception of ordinances dealing with any budget or any capital program, or relating to appropriation of money, issuing of bonds, setting of utility rates and levy of taxes or salaries of City officers or employees, or any other ordinance not subject to referendum as provided by state statute or case law, passed by the City Council be submitted to the voters of the City for approval or disapproval, by submitting a petition for this purpose within thirty (30) days after the date the ordinance sought to be reconsidered was adopted. Said petition must contain the number of valid signatures totaling the greater of (a) five percent (5%) of the registered voters entitled to vote at the last City election, (b) thirty-five percent (35%) of the number of persons who voted in the most recent City election. The petition, its form and content, shall be the same as for recalls as provided in Section 5.05 above. The certification of the City Secretary, any amendment to the petition and its presentation to City Council shall be the same as for recalls as provided in Section 5.06 above. Council shall either repeal the referred ordinance or submit the referred ordinance to the qualified voters of the City at the next uniform election date as authorized by law.
- b. Pending the holding of such election, the ordinance shall be suspended from taking effect and shall not later take effect unless a majority of the qualified voters voting thereon at such election shall vote in favor thereof. Any election for a referendum under this Charter shall be held in accordance with state law on the first authorized uniform election date after the decision by the City Council.
- c. If a majority of the qualified electors voting on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.

#### **Section 5.13. Form of Ballots.**

The ballots used when voting upon initiative or referendum shall set forth their nature sufficiently to identify them and shall also set forth, upon separate lines, the words:

“For the Ordinance”

“Against the Ordinance”



#### **Section 5.14. Ordinances Passed by Popular Vote, Repeal or Amendment.**

No ordinance which may have been passed by the City Council upon a petition or adopted by popular vote under the provisions of this Article may be repealed or amended by the City Council for a period of six (6) months from the date said ordinance became effective. An ordinance which may have been passed by the City Council upon a petition or adopted by popular vote under the provisions of this Article may be repealed or amended at any time in response to a referendum petition or by submission as provided by Section 5.16 below.

#### **Section 5.15. Voluntary Submission of Legislation by the City Council.**

The City Council, upon its own motion and by the affirmative vote of a majority of the full membership of the Council, may submit to popular vote at an election for adoption or rejection any proposed ordinance or resolution or measure, or may submit for repeal any existing ordinance, or resolution, or measure, in the same manner and with the same force and effect as provided in this Article for submission of initiative and referendum petitions, and may, at its discretion, call for an election for this purpose on an authorized uniform election date as provided by state law.

#### **Section 5.16. Publicity for Ordinances Submitted to Voters.**

The City Secretary, at least fifteen (15) days before any election at which any ordinance is to be submitted to the voters, shall have printed in a newspaper of general circulation published in the City the caption of all ordinances submitted. The full text of all ordinances shall be made available for public review in the office of the City Secretary, at the City's library, and linked on the City's website. The text of every ordinance shall also be displayed at the polling place in such election; but the validity of an ordinance approved by the electors shall not be questioned because of errors or irregularities in publication or display.

### **ARTICLE VI. ADMINISTRATIVE SERVICE**

#### **Section 6.01. City Manager.**

The Council shall appoint an officer whose title shall be City Manager and who shall be chief executive and the head of the administrative branch of the City government. By written notice to City Council, the City Manager shall designate a qualified City executive to exercise the powers and perform the duties of city manager during periods of his or her temporary absence or disability. The Council may annul such designation at any time and appoint another City executive to serve until the City Manager returns to perform his or her duties. The City Council shall annually review

the performance of the City Manager, and the City Manager shall receive such compensation as may be fixed by the City Council.

### **Section 6.02. Qualifications.**

The City Manager shall be chosen by the Council solely on the basis of his or her executive and administrative qualifications with special reference to actual experience in, or his or her knowledge of, accepted practice in respect to the duties of the office as hereinafter outlined. At the time of his or her appointment, he or she need not be a resident of the City or state, but during his or her tenure of office shall reside within the City. No person elected to membership on the Council shall, subsequent to such election, be eligible for appointment as City Manager until one year has elapsed following the expiration of the term for which he or she was elected.

### **Section 6.03. Term and Removal.**

The City Manager shall hold office subject to the provisions set forth below, at the will and pleasure of the City Council. The City Manager shall be appointed upon the affirmative vote of four-fifths (4/5) majority vote of the entire City Council. Similarly, the City Manager may be removed at the discretion of the City Council by an affirmative vote of four-fifths (4/5) majority vote of the entire City Council. If removed at any time after having served six months, the City Manager may demand a hearing at a public meeting of the City Council prior to the date on which his or her final removal shall take effect, but pending and during such hearing the City Council may suspend him or her from office. The action of the City Council in suspending or removing the City Manager shall be final, since it is the intention of this Charter to vest all authority and fix all responsibility for any such suspension or removal wholly in the City Council.

### **Section 6.04. General Powers and Duties of the Manager.**

The City Manager shall be the chief executive officer of the City, responsible to the Council for the management of all City affairs placed in the manager's charge by or under this Charter. The City Manager shall:

- a. Appoint and suspend or remove all City employees and appointive administrative officers provided for by or under this Charter, except as otherwise provided by law or this Charter. The City Manager may authorize any administrative officer subject to the manager's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency;



- b. Direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided by this Charter or by law;
- c. Attend all City Council meetings. The City Manager shall have the right to take part in discussion but shall not vote;
- d. See that all laws, provisions of this Charter and acts of the City Council, subject to enforcement by the City Manager or by officers subject to the manager's direction and supervision, are faithfully executed;
- e. Prepare and submit the annual budget and capital program to the City Council, and implement the final budget approved by Council to achieve the goals of the City;
- f. Submit to the City Council and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year;
- g. Make such other reports as the City Council may require concerning operations;
- h. Keep the City Council fully advised as to the financial condition and future needs of the City;
- i. Make recommendations to the City Council concerning the affairs of the City and facilitate the work of the City Council in developing policy;
- j. Provide staff support services for the Mayor and Councilmembers;
- k. Assist the Council to develop long-term goals for the City and strategies to implement these goals;
- l. Encourage and provide staff support for regional and intergovernmental cooperation;
- m. Promote partnerships among Council, staff, and citizens in developing public policy and building a sense of community; and
- n. Perform such other duties as are specified in this Charter or may be required by the City Council.

#### **Section 6.05. Council not to Interfere in Appointments or Removals.**

Neither the Council nor any of its committees or members shall direct or request the appointment of any person to, or removal from, office by the City Manager or any of his or her subordinates; or, except as is or may be otherwise provided under the terms of this Charter, in any manner take part in the appointment or removal of officers and employees in the administrative service of the City. Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the Manager, and neither the Council nor any member thereof shall give orders to any subordinate of the City Manager either publicly or privately. Any violation of the provisions of this section by a member of the Council shall subject him or her to whatever discipline the remaining members of the Council may under the terms of Section 3.04 see fit to impose.

#### **Section 6.06. Right of Manager and Other Officers in Council.**

The City Manager, and such department heads and other officers of the City may be designated by vote of the Council, shall be entitled to seats in the Council except at executive meetings, but shall have no vote therein. The Manager shall have the right to take part in the discussion of all matters coming before the Council, and such department heads and other officers who by designation of the Council are entitled to seats in the Council, shall be entitled to take part in all discussions of the Council relating to their respective departments and offices.

#### **Section 6.07. Administrative Departments.**

The City Manager shall have the responsibility to organize the various departments within the City as may be needed to fulfill the requirements and needs of the City, subject to the approval of the City Council.

#### **Section 6.08. Investigations by Council or Manager.**

The Council or the Manager shall have power to inquire into the conduct of any department, office or officer of the City, and to make investigations as to municipal affairs, and for that purpose only, the Council or the Manager may subpoena witnesses, administer oaths, and compel the production of books, papers, and other evidence, and it shall be the duty of the City Manager to designate a police officer to serve such subpoena.



## ARTICLE VII. CITY ATTORNEY

### Section 7.01. City Attorney-Qualifications.

- a. The City Council shall appoint a licensed attorney of the State of Texas to be the City Attorney. The City Attorney shall review all contracts and other instruments in writing in which City Council is concerned, endorse approval of the form and correctness of such, and perform other duties of a legal nature as may be determined by City Council. The City Attorney shall receive for services such compensation as may be fixed by City Council for regular and special duties and shall hold office at the pleasure of Council. The City Attorney, or such other assistant attorneys selected by the City Attorney with the approval of City Council, shall represent the City in all legal matters, to include prosecution within municipal court.
- b. The City Council or the City Attorney, following written notice to Council, may engage legal counsel at any time it deems necessary and appropriate.
- c. At least annually, City Council shall review the performance of the City Attorney.
- d. The City Attorney shall be appointed upon the affirmative vote of four-fifths (4/5) majority vote of the entire City Council. Similarly, the City Attorney may be removed at the discretion of the City Council by an affirmative vote of four-fifths (4/5) majority vote of the entire City Council.

## ARTICLE VIII. FINANCIAL MANAGEMENT

### Section 8.01. Development and Submission of City Budget and Budget Message.

- a. *Development.* The City Manager shall prepare each year a budget to cover all proposed expenditures of the government of the City for the succeeding year. Such budget shall be carefully itemized so as to make as clear a comparison as practicable between expenditures included in the proposed budget and actual expenditures for the same or similar purposes for the preceding year. The budget shall also show as definitely as possible each of the various projects for which appropriations are set up in the budget, and the estimated amount of money carried in the budget for each of these projects. The budget shall also contain funds received from all sources during the previous year, the funds available from all sources during the ensuing year, the estimated revenue available to cover the proposed budget, and the estimated rate of tax which will be required.

- b. *Accounting Practices.* The City Manager shall prepare and present the budget according to budget award guidelines currently established by the Government Finance Officers Association, or its successor organization.
- c. *Submission.* On or before the 31<sup>st</sup> day of July of each year, the City Manager shall submit to the City Council and City Secretary a budget for the ensuing fiscal year and an accompanying budget message. The full text of the proposed budget and message shall be made available for public review in the office of the City Secretary, at the City's library, and prominently linked on the City's website.

### **Section 8.02. Fiscal Year.**

The fiscal year of the City government shall begin on the first day of October each year and shall end on the last day of September the following year. Such year shall constitute the budget year of the City government.

### **Section 8.03. City Council Action on Budget.**

- a. **Notice and Hearing.** The City Council shall publish the general summary of the budget and a notice stating:
  - 1. The times and places where copies of the message and budget are available for inspection by the public, and
  - 2. The time and place, not less than two weeks after such publication, for a public hearing(s) on the budget.
- b. **Amendment before Adoption.** After the public hearing, the City Council may adopt the budget with or without amendment. In amending the budget, it may add or increase programs or amounts and may delete or decrease any programs or amounts, except expenditures required by law or for debt service or for an estimated cash deficit.
- c. **Adoption.** The City Council shall adopt the budget on or before the 30<sup>th</sup> day of September of the fiscal year currently ending. If it fails to adopt the budget by this date, the budget proposed by the City Manager shall go into effect.
- d. **"Publish" defined.** As used in this section and this article, the term "publish" refers to making the information available on the City's website and otherwise complying with state law. In addition, the budget shall be made available in the office of the City Secretary and in the City's library.



#### **Section 8.04. Budget.**

The budget shall provide a complete financial plan of all City funds and activities for the ensuing fiscal year and, except as required by law or this Charter, shall be in such form as the City Manager deems desirable for effective management and an understanding of the relationship between the budget and the City's strategic goals. The budget shall begin with a clear general summary of its contents; shall show in detail all estimated income, indicating the proposed property tax levy; all proposed expenditures, and debt service for the ensuing fiscal year; and shall be so arranged as to show comparative figures for income and expenditures of the current and preceding fiscal year. It shall indicate in separate sections:

- a. Proposed revenues and expenditures for current operations during the ensuing fiscal year for each City fund;
- b. Proposed goals and performance measures for each operational department; and
- c. Proposed long term financial planning in the form of a five year forecast of revenues and expenditures for the General and Water Funds and at least five years of capital project expenditures and associated financing sources;

#### **Section 8.05. Appropriation and Revenue Ordinances.**

To implement the adopted budget, the City Council shall adopt, prior to the beginning of the fiscal year.

- a. an appropriation ordinance making appropriations by department, fund, or other organizational unit and authorizing an allocation for each program or activity; and
- b. a tax levy ordinance authorizing the property tax levy or levies and setting the tax rate or rates.

#### **Section 8.06. Amendments after Adoption.**

- a. **Supplemental Appropriations.** If during or before the fiscal year the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the City Council by ordinance may make supplemental appropriations for the year up to the amount of such excess.
- b. **Emergency Appropriations.** To address a public emergency affecting life, health, property, or the public peace, the City Council may make emergency



appropriations. Such appropriations may be made by emergency ordinance in accordance with the provisions of Section 3.06 above. To the extent that there are no available unappropriated revenues or a sufficient fund balance to meet such appropriations, the Council may by such emergency ordinance authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency notes and renewals of any fiscal year shall be paid or refinanced as long-term debt not later than the last day of the fiscal year next succeeding that in which the emergency appropriation was made.

- c. **Reduction of Appropriations.** If at any time during the fiscal year it appears probable to the City Manager that the revenues or fund balances available will be insufficient to finance the expenditures for which appropriations have been authorized, the manager shall report to the City Council without delay, indicating the estimated amount of the deficit, any remedial action taken by the manager and recommendations as to any other steps to be taken. The Council shall then take such further action as it deems necessary to prevent or reduce any deficit and for that purpose it may by ordinance reduce or eliminate one or more appropriations.
- d. **Transfer of Appropriations.** The City Manager may transfer appropriated funds among line items within a fund as long as the transfer results in a \$0.00 net impact to the fund.
- e. **Limitation; Effective Date.** No appropriation for debt service may be reduced or transferred, except to the extent that the debt is refinanced and less debt service is required, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof. The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

#### **Section 8.07. Independent Audit.**

As soon as practicable after the close of each fiscal year, an independent audit shall be made of all accounts of the City government by certified public accountants, to be selected by the Council, who have no personal interest directly or indirectly in the financial affairs of the City government. The results of this audit shall be published immediately upon its completion.

## **ARTICLE IX. MUNICIPAL COURT**

### **Section 9.01. Creation and Jurisdiction.**

There is hereby established a Municipal Court of the City of Kerrville, Texas, which shall have such jurisdiction and powers as are given and prescribed by the laws of Texas.

### **Section 9.02. Municipal Court Judge.**

The Municipal Judge, whether one or more, shall preside over the Municipal Court. He or she shall be appointed by the City Council and must be a qualified attorney who is duly licensed to practice law within the State of Texas. The Judge shall be appointed for a term not to exceed two (2) years, and shall hold office at the pleasure of the City Council. If for any reason the Judge shall temporarily fail to act, the Mayor or Mayor Pro Tem of the City is hereby authorized to appoint a replacement who shall act in the place of the Judge and who shall have all of the powers and discharge all of the duties of said office. During either twelve (12) month period beginning at the date of appointment, more than two (2) consecutive or six (6) total absences over and above prior approved vacation and sick leave, shall be cause for automatic removal from office by the City Council. The Judge, or anyone acting in his or her place, shall receive such compensation as may be determined by the City Council.

## **ARTICLE X. MISCELLANEOUS PROVISIONS**

### **Section 10.01. Personal Financial Interest.**

The City Council, as well as officers and employees of the City, shall comply with state law regarding personal, financial, or conflicting interests, including Chapter 171 of the Texas Local Government Code.

### **Section 10.02. Oath of Office.**

Every officer of the City shall, before entering upon the duties of his office, take and subscribe to an oath or affirmation, as provided by state law, to be filed and kept in the office of the City Secretary.

### **Section 10.03. Power of the City to Enforce Ordinances.**

The City may enforce its ordinances by fines not exceeding limits established by state statutes and may also provide by ordinance for the commutation of such fines by labor on any public work or place in the City, but no ordinance shall provide a lesser penalty



than is prescribed for a like offense by the laws of the state. Provisions may also be made by ordinance for the collections of fines imposed and executions issued in civil cases.

#### **Section 10.04. Review of Charter; Charter Review Commission.**

- a. The Charter shall be reviewed at five (5) year intervals, or sooner where the City Council believes it necessary. For each five-year review, the City Council shall appoint a Charter Review Commission of seven (7) residents of the City. The Commission shall have the following duties:
  1. Consider the operation of the City government under the Charter and determine whether any Charter sections require revision. To this end, at least one public hearing shall be held, and the Commission shall have the power to compel the attendance of any officer or employee of the City and to require the submission of any of the City records which it may deem necessary to the conduct of such hearing.
  2. Propose recommendations, if any, it deems desirable to ensure compliance with the Charter by the City government.
  3. Propose amendments, if any, to the Charter to improve the effective application of the Charter to current conditions and operations.
  4. Report its finding and present its proposed amendments, if any, to the City Council.
- b. The term of office of the Charter Review Commission shall be six months but may be extended as necessary by City Council.

#### **Section 10.05. Rearrangement and Renumbering.**

The City Council shall have the power, by ordinance, to renumber and rearrange all articles, sections and paragraphs of this Charter or any amendments thereto, as it deems appropriate, and upon the passage of such ordinance, a copy thereof certified by the City Secretary shall be forwarded to the Secretary of State for filing.

#### **Section 10.06. Meaning of Words and Designations.**

All words and designations used in this Charter are to be taken and construed in the sense in which they are understood in common language, taking into consideration the context and subject matter relative to which they are employed. The gender of the wording throughout this Charter shall always be interpreted to mean either sex. All singular words shall include the plural and all plural words shall include the singular. All references to the state law or laws of the State of Texas, however expressed in this Charter, shall mean "as presently enacted or as may be amended or



superseded". The use of the word "City" in this Charter shall mean the City of Kerrville, Texas, and the use of the word "Charter" shall mean this Home Rule Charter.

#### **Section 10.07. Savings Clause.**

If any part of this Charter shall be declared invalid by a court of competent jurisdiction, such judgment shall not invalidate the remainder of the Charter. The provisions of this Charter shall supersede all laws and ordinances not consistent herewith, insofar as the City of Kerrville is affected thereby.

**ADOPTED: February 25, 1942**

**AMENDED: January 10, 1973**

**AMENDED: April 3, 1975**

**AMENDED: April 10, 1984**

**AMENDED: April 7, 1987**

**AMENDED: May 9, 1989**

**AMENDED: May 5, 1992**

**AMENDED: May 4, 1999**

**AMENDED: May 20, 2008**

**AMENDED: June 10, 2014**

**AMENDED: January 14, 2020**

**AMENDED: May 28, 2024**

#### **CERTIFICATE OF SECRETARY OF STATE DATED:**

March 3, 1942

April 25, 1973

February 13, 1976

May 14, 1984

April 28, 1987

January 10, 1990

October 16, 1992

May 27, 1999

June 17, 2008

June 10, 2014

February 11, 2020

June \_\_, 2024

**DRAFT 5/9/24 - REDLINED**



# **CHARTER OF THE CITY OF KERRVILLE, TEXAS**

**D R A F T 5/9/24 - REDLINED**

**CITY OF KERRVILLE  
CHARTER**

**MEMBERS OF THE CITY COUNCIL**

**JOE HERRING, JR.  
MAYOR**

**VACANT  
COUNCILMEMBER, PLACE 1**

**JEFF HARRIS  
COUNCILMEMBER, PLACE 2**

**KENT McKINNEY  
COUNCILMEMBER, PLACE 3**

**BRENDA HUGHES  
COUNCILMEMBER, PLACE 4**

**SHELLEY McELHANNON, CITY SECRETARY**

**MAY 28, 2024**



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## **ARTICLE I. INCORPORATION, POWERS, AND TERRITORY**

### **Section 1.01. Establishment and Purpose of the Charter.**

We the people of the City of Kerrville, Texas, under the constitution and laws of the State of Texas, in order to secure the benefits of local self-government and to provide for an honest and accountable council-manager government do hereby adopt this Charter and confer upon the City the following powers, subject to the following limitations, and prescribed by the following procedures and government structure. By this action, we secure the benefits of home-rule and affirm the values of representative democracy, professional management, strong leadership, citizen participation, and regional cooperation.

### **Section 1.02. Enumerated Powers not Exclusive.**

The enumeration of particular powers by this Charter shall not be held or deemed to be exclusive, but, in addition, to the powers enumerated therein or implied thereby, or appropriate to the exercise of such powers, it is intended that the City of Kerrville shall have, and may exercise, all powers of local self-government, provided by the Constitution and laws of the State of Texas, as it is appropriate for this Charter to specifically enumerate. All powers of the City, whether expressed or implied, shall be exercised in the manner prescribed by this Charter, or if not prescribed therein, then in the manner provided by ordinance or resolution of the Council.

### **Section 1.03. Boundaries.**

The boundaries of the City of Kerrville are hereby established by the official map which is on file in the City Secretary's Office at City Hall.

#### **Section 1.04. Annexation of Territory.**

Subject to state law, City Council may by ordinance annex territory lying adjacent to the City with the consent of the inhabitants in such territory or owners thereof. City Council may unilaterally annex territory but only in accordance with state law.

#### **Section 1.05. Disannexation.**

City Council by ordinance duly passed by a majority vote of all the Councilmembers, may discontinue any territory as a part of the City; the ordinance shall specify accurately the metes and bounds of the territory to be eliminated from the City and shall contain a plat designating such territory so that the same can be definitely ascertained; and when the ordinance has been duly passed, the same shall be entered upon the minutes and records of the City, and from and after the entry of such ordinance, the territory shall cease to be a part of the City, but the territory shall still be liable for its pro rata share of any debts incurred while the area was a part of the City.

#### **Section 1.06. - Sale of Liquor Prohibited.**

The City may regulate or otherwise prohibit the sale of liquor in all or part of the residential areas of the City as authorized by this charter provision and State law.

#### **Section 1.07 Notice of Damage or Injury Required.**

a. The City of Kerrville shall never be liable for any personal injury, whether resulting in death or not, unless the person injured or someone in his or her behalf, or in the event the injury results in death, the person or persons who may have a cause or action under the law by reason of such death or injury, shall file a notice in writing with the City Manager within ninety (90) days after same has been received, stating specifically in such notice when, where and how the exact injury occurred and the full extent thereof, together with the amount of damages claimed or asserted. These notice requirements do not apply if the City has actual notice that death has occurred or that the claimant has received some injury. Further, should the claimant provide good cause for failure to comply with the notice requirements then these notice requirements shall not apply.

b. The City of Kerrville shall never be liable for any claim for damage or injury to personal property unless the person whose personal property has been injured or damaged or someone in his or her behalf, shall file a claim in writing with the City Manager within ninety (90) days after said damage or injury has occurred and the full extent thereof, and the amount of damage



sustained. The City shall never be liable for any claim for damage or injury to real property caused by the negligent act or omission of its officers, servants, agents, or employees, unless the person whose real property has been injured or damaged or someone in his or her behalf, files a claim in writing with the City Manager within ninety (90) days after said damage or injury has occurred, stating specifically when, where and how the injury or damage occurred and the amount of damage claimed. These notice requirements do not apply if the City has actual notice that the claimant's property has been damaged. Further, should the claimant provide good cause for failure to comply with the notice requirements then these notice requirements shall not apply.

## **ARTICLE II. GOVERNING BODY**

### **Section 2.01. The City Council.**

Except as otherwise provided in this Charter, all powers of the City shall be vested in a Council of five (5) members, to be known as the Kerrville City Council. The members of the Council shall be elected from the City of Kerrville at large in a manner prescribed elsewhere in this Charter without party or partisan mark or designation. The Mayor is a member of the Council and may be referred to in this Charter as a "Councilmember."

### **Section 2.02. Qualifications for Councilmembers.**

Each member of the City Council, in addition to having other qualifications required by law:

- a. Shall be a qualified voter of the State of Texas;
- b. Shall be at least eighteen (18) years of age;
- c. Shall be a resident of the City for at least twelve (12) consecutive months preceding the election day; provided, however, that any person who shall have been a resident for a period of not less than twelve (12) consecutive months immediately preceding the election of any territory not formerly within the corporate limits of the City, but which has been annexed under the provision of this charter, shall be eligible for said office;
- d. Shall not hold any other elected office or employment under the City government while a member of the Council, except a member of the City Council may be appointed by the City Council to represent the Council on any board, commission, committee, organization or entity in the Council's sole

discretion so long as that person's service does not extend beyond the person's term of office.

- e. At the time that a candidate's application for a place on the ballot is submitted, or thereafter, such candidate shall not be related within the second degree of affinity or third degree of consanguinity to anyone employed by the City and who holds an executive position with the City, which is defined as the head of any department or division within the City. The City Manager shall indicate such positions within his or her budget.

### **Section 2.03. Term of Office.**

- a. The members of the City Council shall hold their offices for a term of two years and until their successors have been elected and duly qualified in accordance with this Charter. Five Councilmembers will be elected at large, two in one year for Places One and Two, and the following year, three will be elected for Places Three; Four and Mayor, respectively.
- b. No Councilmember may serve more than three (3) full terms in succession.
- c. Any Councilmember, upon filing an application to run for mayor, shall have automatically resigned his or her office effective on the day following the canvass for such election.

### **Section 2.04. Vacancies.**

- a. The office of a Councilmember shall become vacant upon his or her death, resignation, forfeiture of office, or removal from office by any manner authorized by law.
- b. A Councilmember shall forfeit his or her office if he or she:
  - 1. ceases to possess the required qualifications for election to office;
  - 2. is convicted of a felony; or
  - 3. ceases to be a resident of the City.
- c. Every forfeiture shall be declared and enforced by the City Council.
- d. Vacancies in the City Council, including a vacancy resulting from a recall election, shall be filled by the Council for the remainder of the unexpired term. The Council shall appoint a qualified elector to fill a vacancy within forty-five (45) days after such vacancy occurs, as determined by state law. For purposes



of this section and the Charter, a “qualified elector” or “qualified voter” means a “registered voter” in accordance with state law.

### **Section 2.05. Compensation for Councilmembers.**

Councilmembers shall serve without an established salary; however, they will be authorized to receive the sum of \$25.00 for each Council meeting in which they attend to offset the “out-of-pocket” expenses incurred. The expense fees are not to be construed as being a salary, but an authorized allowance for each regular meeting. Councilmembers may be reimbursed for other reasonable expenses directly associated with their service to the City, subject to controls established by the Council.

## **ARTICLE III. PROCEDURES OF THE COUNCIL; LEGISLATION**

### **Section 3.01. Canvass of Election; Meetings of the Council, Boards, and Commissions; Compliance with Open Meetings Act.**

Following each municipal election, the Council shall meet at the usual place for holding its meetings, canvass the election in accordance with state law, and the newly elected members shall assume the duties of office without party or partisan mark or designation. Council shall meet at such times as may be prescribed by ordinance or resolution, but not less frequently than once each month. Special meetings shall be called by the City Secretary upon request of the Mayor, the City Manager, or a majority of the members of the Council. Any such notice shall state the subject or subjects that shall be considered. All meetings of the Council shall be open to the public, and the rules of the Council shall provide that the citizens of the City shall have a reasonable opportunity to be heard at any such meetings in regard to any matter considered; but the Council may by a majority vote of all the members authorize a closed meeting. Council and its boards, commissions, and committees shall comply fully with the provisions of the Texas Open Meeting Act as amended.

### **Section 3.02. Mayor and Mayor Pro Tem.**

Following the canvass of a regular election, the Council shall choose one of its members (other than the Mayor) as Mayor Pro Tem. The Mayor shall preside at meetings of the Council and shall exercise such other powers and perform such other duties as are or may be conferred and imposed upon him or her by this Charter and the ordinances of the City. He or she shall be recognized as the head of the City government for all ceremonial purposes, by the courts for serving civil processes, and by the Governor for purposes of military law. In time of public danger or emergency, the Mayor is authorized to act in accordance with federal and state law and City policy. If a vacancy occurs in the Office of Mayor, the Council

shall appoint a successor Mayor for the remaining term, in accordance with Section 2.04. If the Mayor is absent or incapacitated such that he or she is unable to perform the duties of office, the Mayor Pro Tem shall act as Mayor for the duration of the period of such absence or disability. If the Mayor Pro Tem is also absent or disabled, then the Council shall elect a Presiding Officer to act in the place of the Mayor Pro Tem.

### **Section 3.03. City Secretary.**

The City Manager shall appoint a City Secretary who shall perform such administrative duties as may be delegated by the City Manager.

### **Section 3.04. Council Rules.**

The Council shall be the judge of the election and qualifications of its members, and in such cases, shall have the power to subpoena witnesses and compel the production of all pertinent books, records, and papers; but the decision of the Council in any such case shall be subject to review by the courts. The Council shall determine its own rules and order of business and keep a record of its proceedings. It shall have power to compel the attendance of absent members, may punish its members for disorderly conduct where such conduct occurs at a meeting or event involving the Council; and by vote of not less than a majority of all its members, expel from a meeting a member for disorderly conduct for the violation of its rules; but no member shall be expelled from a meeting unless notified of the charge against him or her and given an opportunity to be heard in his or her own defense. As used in this section, the definition of “disorderly conduct” has the meaning defined by the Texas Penal Code.

### **Section 3.05. Quorum.**

Except as otherwise allowed by state law, a majority of all the members of the Council shall constitute a quorum to do business, but a less number may adjourn from time to time and compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance. The affirmative vote of a majority of all the members of the Council shall be necessary to adopt any ordinance, resolution, or order; except that a vote to adjourn, or an action regarding the attendance of absent members, may be adopted by a majority of the members present. No member may be excused from voting except when such member has a conflict of interest as defined by law.

### **Section 3.06. Introduction and Passage of Ordinances and Resolutions.**

- a. Ordinances and resolutions shall be introduced only in written form. All ordinances, except ordinances making appropriations and ordinances codifying or rearranging existing ordinances or enacting a code of ordinances, shall be confined to one subject, and the subject of all ordinances shall be clearly

expressed in the title. Ordinances making appropriations shall be confined to the subject of appropriations. No ordinance shall be passed until it has been read and voted upon in at least two regular meetings, except an emergency measure. The final reading of each ordinance shall be in full unless a written or printed copy thereof shall have been furnished to each member of the Council prior to such reading. The “yeas” and “nays” shall be taken upon the passage of all ordinances and resolutions and entered upon the journal of the proceedings of the Council. The enacting clause of all ordinances shall be, “Be it ordained by the City Council of the City of Kerrville, Kerr County, Texas.”

- b. An ordinance shall take effect upon final passage unless indicated otherwise in the ordinance.
- c. Upon its final passage, each ordinance and resolution shall be authenticated by the signatures of the Mayor or Presiding Officer and of the City Secretary, and shall be systematically recorded as provided by Ordinance.
- d. An “emergency measure” is an ordinance or resolution to provide for the immediate preservation of the public peace, property, health, or safety, in which the emergency claimed is set forth and defined in the preamble thereto. The affirmative vote of at least a majority of all members of the Council shall be required to pass any ordinance or resolution as an emergency measure. No measure making or amending a grant, renewal or extension of a franchise or other special privilege, shall ever be passed as an “emergency measure.”

### **Section 3.07. Publication of Penal Ordinances.**

Each adopted penal ordinance, or its caption and penalty, shall be published one time in a newspaper of general circulation which is published in the City. The City shall also provide notice of the adoption of the ordinance at the City’s website. Such ordinance so published in the newspaper shall take effect and be in force, from and after ten (10) days after publication thereof, unless a later time is expressly provided.

### **Section 3.08. Creation of Boards, Commissions, and Committees.**

The City Council may create and provide for such Boards, Commissions, and/or Committees as the City Council may deem appropriate or necessary.

## **ARTICLE IV. NOMINATIONS AND ELECTIONS**

### **Section 4.01. - Municipal Elections.**



All City elections shall be governed, except as otherwise provided by the Charter, by the laws of the State of Texas.

#### **Section 4.02. - Election of Councilmembers by Plurality, places.**

There will be five places: One, Two, Three, Four, and Mayor. At the regular municipal election, the voters may vote for one candidate for each place listed on the ballot. The candidate for each place listed on the ballot who receives the greatest number of votes for that place cast in such election shall be declared elected; and in case of a tie vote, by lot.

#### **Section 4.03. - Application for Candidacy.**

Any person who lawfully qualifies and is a registered voter may file an application for election for a Place on the City Council. The name of such candidate and Place for which he is filing will be affixed by the City Secretary at the time of issuance of an application form. Such application must include a petition signed by not less than 100 qualified and registered voters of the City. The application and the signatures thereon as well as the affidavits of the circulators must meet the requirements of state law. All papers comprising an application must be assembled and filed with the City Secretary in accordance with state law. Signatures are not required where the application includes a filing fee of \$100.00. The City Secretary shall review the petition as required by state law and if the petition is found to be insufficient, the City Secretary shall immediately notify the person who filed it, with a written statement certifying why the petition is found to be "insufficient." Within the time authorized by state law such a petition may be amended and filed again as a new petition, or a different petition may be filed for the same candidate. If the application complies with this section and state law, the City Secretary shall place such name on the ballot. Application and petition forms must be obtained from the City Secretary, as they are promulgated by the Texas Secretary of State.

### **ARTICLE V. RECALL, INITIATIVE, AND REFERENDUM**

#### **Section 5.01. General Authority.**

- a. **Recall.** The qualified voters of the City shall have the power to petition for recall of the Mayor or any member of the City Council
- b. **Initiative.** The qualified voters of the City shall have power to propose ordinances to the City Council. Such power shall not extend to the budget, capital program, or appropriation of money, issuance of bonds, setting of utility rates, levy of taxes, annexations, salaries of City officers or employees, or any other ordinance not subject to initiative as provided by state law.

- c. **Referendum.** The qualified voters of the City shall have power to require reconsideration by the City Council of any adopted ordinance. Such power shall not extend to the budget, capital program, relate to the appropriation of money, issuance of bonds, setting of utility rates, levy of taxes, annexations, salaries of City officers or employees, or any other ordinance not subject to referendum as provided by state law.

#### **Section 5.02. Commencement of Petition; Petitioners' Committee; Affidavit.**

Any three (3) qualified voters of the City may commence recall, initiative, or referendum proceedings by filing with the City Secretary an affidavit stating they will constitute the petitioners committee and be responsible for preparing and circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent and naming the Councilmember(s) to be recalled or setting out in full the proposed initiative ordinance or citing the ordinances sought to be reconsidered.

#### **Section 5.03. Scope of Recall.**

Each Councilmember shall be subject to recall and removal from office by the qualified voters of the City.

#### **Section 5.04. Petitions for Recall.**

Before the question of recall of a Councilmember shall be submitted to the qualified voters of the City, a petition demanding such question to be so submitted shall first be filed with the City Secretary. The petition must contain the number of valid signatures of qualified voters totaling the greater of (a) five percent (5%) of the registered voters entitled to vote at the last City election or (b) thirty-five percent (35%) of the number of persons who voted in the most recent City election. Each signer of such recall petition shall personally sign their name thereto and shall write after their name their place of residence, giving the name of the street and the number, and shall also write thereon the day, the month, and the year their signature was affixed.

### **Section 5.05. Form and Content of Recall Petition.**

All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall comply with Chapter 277 of the Texas Election Code as it may be amended. The petition shall be addressed to the City Council and the content shall distinctly and specifically point to the ground(s) upon which such petition for removal is predicated. Further, said petition shall state distinctly and specifically the alleged action(s) and the factual circumstance(s) surrounding such action(s) taken by the Councilmember that warrant the charge as to give the Councilmember sought to be removed notice of the matter(s) and thing(s) with which the officer is charged. The signatures shall be verified by oath in the following form:

#### **STATE OF TEXAS COUNTY OF KERR**

I, \_\_\_\_\_, being first duly sworn, on oath depose and say that I am one of the signers of the above petition, and that the statements made therein are true, and that each signature appearing thereto was made in my presence on the day and date it purports to have been made, and I solemnly swear that the same is the genuine signature of the person it purports to be.

Signature\_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.  
NOTARY PUBLIC, STATE OF TEXAS

My commission expires: \_\_\_\_\_

### **Section 5.06. Recall; Petition; Procedure.**

- a. **Certificate of City Secretary.** Within thirty (30) days after the petition is filed, the City Secretary shall complete a certificate as to its sufficiency or insufficiency as mandated herein, specifying, if it is insufficient, the particulars wherein it is defective and shall within that thirty (30) day period send a copy of the certificate to the petitioners committee by certified mail or by hand delivery to a committee member.
- b. **Amendment.** If the City Secretary finds a petition insufficient for lack of the required number of valid signatures, the petitioner may file one supplementary petition by the deadline in accordance with state law and Sections 5.04 and 5.05. The City Secretary shall notify the petitioner as to the sufficiency of the



petition not later than the fifth regular business day after the date of its receipt.

- c. **Presentation to Council.** When a recall petition has been fully determined sufficient, the City Secretary shall present the petition to City Council at its next regular meeting. If a petition or amended petition is certified insufficient and the petitioners committee does not elect to amend within the time required, the City Secretary shall at the next regular Council meeting present such certificate to the Council who shall then make the final determination as to whether or not the petition is insufficient.

### **Section 5.07. Public Hearing for Recall.**

The Councilmember whose removal is sought may, within five (5) days after such recall petition has been presented to the City Council, request that a public hearing be held to permit the Councilmember to present the facts pertinent to the charges specified in the recall petition. In this event, the City Council shall order such public hearing to be held, not less than five (5) days nor more than fifteen (15) days after receiving such request for a public hearing.

### **Section 5.08. Calling of Recall Election.**

If the Councilmember whose removal is sought does not resign, then the City Council shall for the next available election date, order an election for holding such recall election. If, after the recall election date is established, the Councilmember vacates the office, the election shall be cancelled, in accordance with state law.

### **Section 5.09. Ballots in Recall Election.**

Ballots used at recall elections shall conform to the following requirements:

- a. With respect to the Councilmember whose removal is sought, the question shall be submitted:

“Shall \_\_\_\_\_ be removed from the office of \_\_\_\_\_ by recall?”

- b. Immediately below each such question, there shall be printed the following words, one above the other, in the order indicated:

“Yes”  
“No”

### **Section 5.10. Result of Recall Election.**

- a. If a majority of the votes cast at a recall election shall be “No”, that is against the recall of the Councilmember named on the ballot, the Councilmember shall continue in office for the remainder of his/her unexpired term, subject to recall as provided herein. If a majority of the votes cast at such election be “Yes”, that is for the recall of the Councilmember named on the ballot, the Councilmember shall, regardless of any technical defects in the recall petition, be deemed removed from office upon passing of the resolution canvassing the election, and the vacancy shall be filled in accordance with Section 2.04 above. *As used in this section, “technical defects” shall mean an inadvertent or scrivener’s error in the preparation or filing of the petition.*
- b. Where a vacancy(s) occurs due to a recall election, the remaining Councilmembers, including where the remaining Councilmembers number two or less, shall appoint a qualified elector(s) for the recalled place(s), which such person(s) may serve only through the remainder of the unexpired term.
- c. A Councilmember who is recalled is not eligible for appointment to Council in the period between the recall vote and the next election or qualified for placement on the ballot for the immediately ensuing election.

### **Section 5.11. Initiative; Petition; Procedure.**

- a. Qualified voters of the City may initiate legislation by ordinance by submitting a petition addressed to the City Council, which requests the submission of the proposed ordinance to a vote of the qualified voters of the City. The City Attorney shall review the petition for enforceability and legality. Said petition must contain the number of valid signatures totaling the greater of (a) five percent (5%) of the registered voters entitled to vote at the last City election or (b) thirty-five percent (35%) of the number of persons who voted in the most recent City election. Each copy of the petition shall have attached to it a copy of the full text of the proposed ordinance. The petition, its form and content, shall be the same as for recalls as provided in Section 5.05 above. The certification of the City Secretary, and any amendment to the petition and its presentation to City Council shall be the same as for recalls as provided in Section 5.06 above.
- b. When an initiative petition has been fully determined sufficient, City Council shall at its next regular meeting consider the proposed initiative ordinance. Upon presentation to the Council, Council shall, within sixty (60) days after the date the petition was finally determined sufficient and in accordance with the procedure required in Section 5.06 above, either pass and adopt such ordinance without alteration as to meaning or effect, or call for an election, to

be held on a date allowed under the Texas Election Code, at which the qualified voters of the City shall vote on the question of adopting or rejecting the proposed ordinance. Unless otherwise provided by law, any election for an initiative under this Charter shall be held on the first authorized uniform election date that occurs after the seventieth (70th) calendar day after the City Council's decision to submit the ordinance to the voters.

- c. If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the Council. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

#### **Section 5.12. Referendum; Petition; Procedure; Effect Prior to Election.**

- a. Qualified voters of the City may require that any ordinance, with the exception of ordinances dealing with any budget or any capital program, or relating to appropriation of money, issuing of bonds, setting of utility rates and levy of taxes or salaries of City officers or employees, or any other ordinance not subject to referendum as provided by state statute or case law, passed by the City Council be submitted to the voters of the City for approval or disapproval, by submitting a petition for this purpose within thirty (30) days after the date the ordinance sought to be reconsidered was adopted. Said petition must contain the number of valid signatures totaling the greater of (a) five percent (5%) of the registered voters entitled to vote at the last City election, (b) thirty-five percent (35%) of the number of persons who voted in the most recent City election. The petition, its form and content, shall be the same as for recalls as provided in Section 5.05 above. The certification of the City Secretary, any amendment to the petition and its presentation to City Council shall be the same as for recalls as provided in Section 5.06 above. Council shall either repeal the referred ordinance or submit the referred ordinance to the qualified voters of the City at the next uniform election date as authorized by law.
- b. Pending the holding of such election, the ordinance shall be suspended from taking effect and shall not later take effect unless a majority of the qualified voters voting thereon at such election shall vote in favor thereof. Any election for a referendum under this Charter shall be held in accordance with state law on the first authorized uniform election date after the decision by the City Council.



- c. If a majority of the qualified electors voting on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.

### **Section 5.13. Form of Ballots.**

The ballots used when voting upon initiative or referendum shall set forth their nature sufficiently to identify them and shall also set forth, upon separate lines, the words:

“For the Ordinance”

“Against the Ordinance”

### **Section 5.14. Ordinances Passed by Popular Vote, Repeal or Amendment.**

No ordinance which may have been passed by the City Council upon a petition or adopted by popular vote under the provisions of this Article may be repealed or amended by the City Council for a period of six (6) months from the date said ordinance became effective. An ordinance which may have been passed by the City Council upon a petition or adopted by popular vote under the provisions of this Article may be repealed or amended at any time in response to a referendum petition or by submission as provided by Section 5.16 below.

### **Section 5.15. Voluntary Submission of Legislation by the City Council.**

The City Council, upon its own motion and by the affirmative vote of a majority of the full membership of the Council, may submit to popular vote at an election for adoption or rejection any proposed ordinance or resolution or measure, or may submit for repeal any existing ordinance, or resolution, or measure, in the same manner and with the same force and effect as provided in this Article for submission of initiative and referendum petitions, and may, at its discretion, call for an election for this purpose on an authorized uniform election date as provided by state law.

### **Section 5.16. Publicity for Ordinances Submitted to Voters.**

The City Secretary, at least fifteen (15) days before any election at which any ordinance is to be submitted to the voters, shall have printed in a newspaper of general circulation published in the City the caption of all ordinances submitted. The full text of all ordinances shall be made available for public review in the office of the City Secretary, at the City’s library, and linked on the City’s website. The text of every ordinance shall also be displayed at the polling place in such election; but the validity of an ordinance approved by the electors shall not be questioned because of errors or irregularities in publication or display.

## **ARTICLE VI. ADMINISTRATIVE SERVICE**

### **Section 6.01. City Manager.**

The Council shall appoint an officer whose title shall be City Manager and who shall be chief executive and the head of the administrative branch of the City government. By written notice to City Council, the City Manager shall designate a qualified City executive to exercise the powers and perform the duties of city manager during periods of his or her temporary absence or disability. The Council may annul such designation at any time and appoint another City executive to serve until the City Manager returns to perform his or her duties. The City Council shall annually review the performance of the City Manager, and the City Manager shall receive such compensation as may be fixed by the City Council.

### **Section 6.02. Qualifications.**

The City Manager shall be chosen by the Council solely on the basis of his or her executive and administrative qualifications with special reference to actual experience in, or his or her knowledge of, accepted practice in respect to the duties of the office as hereinafter outlined. At the time of his or her appointment, he or she need not be a resident of the City or state, but during his or her tenure of office shall reside within the City. No person elected to membership on the Council shall, subsequent to such election, be eligible for appointment as City Manager until one year has elapsed following the expiration of the term for which he or she was elected.

### **Section 6.03. Term and Removal.**

The City Manager shall hold office subject to the provisions set forth below, at the will and pleasure of the City Council. The City Manager shall be appointed upon the affirmative vote of four-fifths (4/5) majority vote of the entire City Council. Similarly, the City Manager may be removed at the discretion of the City Council by an affirmative vote of four-fifths (4/5) majority vote of the entire City Council. If removed at any time after having served six months, the City Manager may demand a hearing at a public meeting of the City Council prior to the date on which his or her final removal shall take effect, but pending and during such hearing the City Council may suspend him or her from office. The action of the City Council in suspending or removing the City Manager shall be final, since it is the intention of this Charter to vest all authority and fix all responsibility for any such suspension or removal wholly in the City Council.

### **Section 6.04. General Powers and Duties of the Manager.**

The City Manager shall be the chief executive officer of the City, responsible to the Council for the management of all City affairs placed in the manager's charge by or under this Charter. The City Manager shall:

- a. Appoint and suspend or remove all City employees and appointive administrative officers provided for by or under this Charter, except as otherwise provided by law or this Charter. The City Manager may authorize any administrative officer subject to the manager's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency;
- b. Direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided by this Charter or by law;
- c. Attend all City Council meetings. The City Manager shall have the right to take part in discussion but shall not vote;
- d. See that all laws, provisions of this Charter and acts of the City Council, subject to enforcement by the City Manager or by officers subject to the manager's direction and supervision, are faithfully executed;
- e. Prepare and submit the annual budget and capital program to the City Council, and implement the final budget approved by Council to achieve the goals of the City;
- f. Submit to the City Council and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year;
- g. Make such other reports as the City Council may require concerning operations;
- h. Keep the City Council fully advised as to the financial condition and future needs of the City;
- i. Make recommendations to the City Council concerning the affairs of the City and facilitate the work of the City Council in developing policy;
- j. Provide staff support services for the Mayor and Councilmembers;
- k. Assist the Council to develop long-term goals for the City and strategies to implement these goals;



- l. Encourage and provide staff support for regional and intergovernmental cooperation;
- m. Promote partnerships among Council, staff, and citizens in developing public policy and building a sense of community; and
- n. Perform such other duties as are specified in this Charter or may be required by the City Council.

#### **Section 6.05. Council not to Interfere in Appointments or Removals.**

Neither the Council nor any of its committees or members shall direct or request the appointment of any person to, or removal from, office by the City Manager or any of his or her subordinates; or, except as is or may be otherwise provided under the terms of this Charter, in any manner take part in the appointment or removal of officers and employees in the administrative service of the City. Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the Manager, and neither the Council nor any member thereof shall give orders to any subordinate of the City Manager either publicly or privately. Any violation of the provisions of this section by a member of the Council shall subject him or her to whatever discipline the remaining members of the Council may under the terms of Section 3.04 see fit to impose.

#### **Section 6.06. Right of Manager and Other Officers in Council.**

The City Manager, and such department heads and other officers of the City may be designated by vote of the Council, shall be entitled to seats in the Council except at executive meetings, but shall have no vote therein. The Manager shall have the right to take part in the discussion of all matters coming before the Council, and such department heads and other officers who by designation of the Council are entitled to seats in the Council, shall be entitled to take part in all discussions of the Council relating to their respective departments and offices.

#### **Section 6.07. Administrative Departments.**

The City Manager shall have the responsibility to organize the various departments within the City as may be needed to fulfill the requirements and needs of the City, subject to the approval of the City Council.

## **Section 6.08. Investigations by Council or Manager.**

The Council or the Manager shall have power to inquire into the conduct of any department, office or officer of the City, and to make investigations as to municipal affairs, and for that purpose only, the Council or the Manager may subpoena witnesses, administer oaths, and compel the production of books, papers, and other evidence, and it shall be the duty of the City Manager to designate a police officer to serve such subpoena.

## **ARTICLE VII. CITY ATTORNEY**

### **Section 7.01. City Attorney-Qualifications.**

- a. The City Council shall appoint a licensed attorney of the State of Texas to be the City Attorney. The City Attorney shall review all contracts and other instruments in writing in which City Council is concerned, endorse approval of the form and correctness of such, and perform other duties of a legal nature as may be determined by City Council. The City Attorney shall receive for services such compensation as may be fixed by City Council for regular and special duties and shall hold office at the pleasure of Council. The City Attorney, or such other assistant attorneys selected by the City Attorney with the approval of City Council, shall represent the City in all legal matters, to include prosecution within municipal court.
- b. The City Council or the City Attorney, following written notice to Council, may engage legal counsel at any time it deems necessary and appropriate.
- c. At least annually, City Council shall review the performance of the City Attorney.
- d. The City Attorney shall be appointed upon the affirmative vote of four-fifths (4/5) majority vote of the entire City Council. Similarly, the City Attorney may be removed at the discretion of the City Council by an affirmative vote of four-fifths (4/5) majority vote of the entire City Council.

## ARTICLE VIII. FINANCIAL MANAGEMENT

### Section 8.01. Development and Submission of City Budget and Budget Message.

- a. *Development.* The City Manager shall prepare each year a budget to cover all proposed expenditures of the government of the City for the succeeding year. Such budget shall be carefully itemized so as to make as clear a comparison as practicable between expenditures included in the proposed budget and actual expenditures for the same or similar purposes for the preceding year. The budget shall also show as definitely as possible each of the various projects for which appropriations are set up in the budget, and the estimated amount of money carried in the budget for each of these projects. The budget shall also contain funds received from all sources during the previous year, the funds available from all sources during the ensuing year, the estimated revenue available to cover the proposed budget, and the estimated rate of tax which will be required.
- b. *Accounting Practices.* The City Manager shall prepare and present the budget according to budget award guidelines currently established by the Government Finance Officers Association, or its successor organization.
- c. *Submission.* On or before the 31<sup>st</sup> day of July of each year, the City Manager shall submit to the City Council and City Secretary a budget for the ensuing fiscal year and an accompanying budget message. The full text of the proposed budget and message shall be made available for public review in the office of the City Secretary, at the City's library, and prominently linked on the City's website.

### Section 8.02. Fiscal Year.

The fiscal year of the City government shall begin on the first day of October each year and shall end on the last day of September the following year. Such year shall constitute the budget year of the City government.

### Section 8.03. City Council Action on Budget.

- a. **Notice and Hearing.** The City Council shall publish the general summary of the budget and a notice stating:
  1. The times and places where copies of the message and budget are available for inspection by the public, and



2. The time and place, not less than two weeks after such publication, for a public hearing(s) on the budget.
- b. **Amendment Before Adoption.** After the public hearing, the City Council may adopt the budget with or without amendment. In amending the budget, it may add or increase programs or amounts and may delete or decrease any programs or amounts, except expenditures required by law or for debt service or for an estimated cash deficit.
- c. **Adoption.** The City Council shall adopt the budget on or before the 30<sup>th</sup> day of September of the fiscal year currently ending. If it fails to adopt the budget by this date, the budget proposed by the City Manager shall go into effect.
- d. **“Publish” defined.** As used in this section and this article, the term “publish” refers to making the information available on the City’s website and otherwise complying with state law. In addition, the budget shall be made available in the office of the City Secretary and in the City’s library.

#### **Section 8.04. Budget.**

The budget shall provide a complete financial plan of all City funds and activities for the ensuing fiscal year and, except as required by law or this Charter, shall be in such form as the City Manager deems desirable for effective management and an understanding of the relationship between the budget and the City’s strategic goals. The budget shall begin with a clear general summary of its contents; shall show in detail all estimated income, indicating the proposed property tax levy; all proposed expenditures, and debt service for the ensuing fiscal year; and shall be so arranged as to show comparative figures for income and expenditures of the current and preceding fiscal year. It shall indicate in separate sections:

- a. Proposed revenues and expenditures for current operations during the ensuing fiscal year for each City fund;
- b. Proposed goals and performance measures for each operational department; and
- c. Proposed long term financial planning in the form of a five year forecast of revenues and expenditures for the General and Water Funds and at least five years of capital project expenditures and associated financing sources;

## **Section 8.05. Appropriation and Revenue Ordinances.**

To implement the adopted budget, the City Council shall adopt, prior to the beginning of the fiscal year.

- a. an appropriation ordinance making appropriations by department, fund, or other organizational unit and authorizing an allocation for each program or activity; and
- b. a tax levy ordinance authorizing the property tax levy or levies and setting the tax rate or rates.

## **Section 8.06. Amendments after Adoption.**

- a. **Supplemental Appropriations.** If during or before the fiscal year the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the City Council by ordinance may make supplemental appropriations for the year up to the amount of such excess.
- b. **Emergency Appropriations.** To address a public emergency affecting life, health, property, or the public peace, the City Council may make emergency appropriations. Such appropriations may be made by emergency ordinance in accordance with the provisions of Section 3.06 above. To the extent that there are no available unappropriated revenues or a sufficient fund balance to meet such appropriations, the Council may by such emergency ordinance authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency notes and renewals of any fiscal year shall be paid or refinanced as long-term debt not later than the last day of the fiscal year next succeeding that in which the emergency appropriation was made.
- c. **Reduction of Appropriations.** If at any time during the fiscal year it appears probable to the City Manager that the revenues or fund balances available will be insufficient to finance the expenditures for which appropriations have been authorized, the manager shall report to the City Council without delay, indicating the estimated amount of the deficit, any remedial action taken by the manager and recommendations as to any other steps to be taken. The Council shall then take such further action as it deems necessary to prevent or reduce any deficit and for that purpose it may by ordinance reduce or eliminate one or more appropriations.
- d. **Transfer of Appropriations.** The City Manager may transfer appropriated funds among line items within a fund as long as the transfer results in a \$0.00 net impact to the fund.

- e. **Limitation; Effective Date.** No appropriation for debt service may be reduced or transferred, except to the extent that the debt is refinanced and less debt service is required, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof. The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

#### **Section 8.07. Independent Audit.**

As soon as practicable after the close of each fiscal year, an independent audit shall be made of all accounts of the City government by certified public accountants, to be selected by the Council, who have no personal interest directly or indirectly in the financial affairs of the City government. The results of this audit shall be published immediately upon its completion.

### **ARTICLE IX. MUNICIPAL COURT**

#### **Section 9.01. Creation and Jurisdiction.**

There is hereby established a Municipal Court of the City of Kerrville, Texas, which shall have such jurisdiction and powers as are given and prescribed by the laws of Texas.

#### **Section 9.02. Municipal Court Judge.**

The Municipal Judge, whether one or more, shall preside over the Municipal Court. He or she shall be appointed by the City Council and must be a qualified attorney who is duly licensed to practice law within the State of Texas. The Judge shall be appointed for a term not to exceed two (2) years, and shall hold office at the pleasure of the City Council. If for any reason the Judge shall temporarily fail to act, the Mayor or Mayor Pro Tem of the City is hereby authorized to appoint a replacement who shall act in the place of the Judge and who shall have all of the powers and discharge all of the duties of said office. During either twelve (12) month period beginning at the date of appointment, more than two (2) consecutive or six (6) total absences over and above prior approved vacation and sick leave, shall be cause for automatic removal from office by the City Council. The Judge, or anyone acting in his or her place, shall receive such compensation as may be determined by the City Council.





## **ARTICLE X. MISCELLANEOUS PROVISIONS**

### **Section 10.01. Personal Financial Interest.**

The City Council, as well as officers and employees of the City, shall comply with state law regarding personal, financial, or conflicting interests, including Chapter 171 of the Texas Local Government Code.

### **Section 10.02. Oath of Office.**

Every officer of the City shall, before entering upon the duties of his office, take and subscribe to an oath or affirmation, as provided by state law, to be filed and kept in the office of the City Secretary.

### **Section 10.03. Power of the City to Enforce Ordinances.**

The City may enforce its ordinances by fines not exceeding limits established by state statutes and may also provide by ordinance for the commutation of such fines by labor on any public work or place in the City, but no ordinance shall provide a lesser penalty than is prescribed for a like offense by the laws of the state. Provisions may also be made by ordinance for the collections of fines imposed and executions issued in civil cases.

### **Section 10.04. Review of Charter; Charter Review Commission.**

- a. The Charter shall be reviewed at five (5) year intervals, or sooner where the City Council believes it necessary. For each five-year review, the City Council shall appoint a Charter Review Commission of seven (7) residents of the City. The Commission shall have the following duties:
  1. Consider the operation of the City government under the Charter and determine whether any Charter sections require revision. To this end, at least one public hearing shall be held, and the Commission shall have the power to compel the attendance of any officer or employee of the City and to require the submission of any of the City records which it may deem necessary to the conduct of such hearing.
  2. Propose recommendations, if any, it deems desirable to ensure compliance with the Charter by the City government.

3. Propose amendments, if any, to the Charter to improve the effective application of the Charter to current conditions and operations.
  4. Report its finding and present its proposed amendments, if any, to the City Council.
- b. The term of office of the Charter Review Commission shall be six months but may be extended as necessary by City Council.

#### **Section 10.05. Rearrangement and Renumbering.**

The City Council shall have the power, by ordinance, to renumber and rearrange all articles, sections and paragraphs of this Charter or any amendments thereto, as it deems appropriate, and upon the passage of such ordinance, a copy thereof certified by the City Secretary shall be forwarded to the Secretary of State for filing.

#### **Section 10.06. Meaning of Words and Designations.**

All words and designations used in this Charter are to be taken and construed in the sense in which they are understood in common language, taking into consideration the context and subject matter relative to which they are employed. The gender of the wording throughout this Charter shall always be interpreted to mean either sex. All singular words shall include the plural and all plural words shall include the singular. All references to the state law or laws of the State of Texas, however expressed in this Charter, shall mean "as presently enacted or as may be amended or superseded". The use of the word "City" in this Charter shall mean the City of Kerrville, Texas, and the use of the word "Charter" shall mean this Home Rule Charter.

#### **Section 10.07. Savings Clause.**

If any part of this Charter shall be declared invalid by a court of competent jurisdiction, such judgment shall not invalidate the remainder of the Charter. The provisions of this Charter shall supersede all laws and ordinances not consistent herewith, insofar as the City of Kerrville is affected thereby.

**ADOPTED: February 25, 1942**

**AMENDED: January 10, 1973**

**AMENDED: April 3, 1975**

**AMENDED: April 10, 1984**

**AMENDED: April 7, 1987**

**AMENDED: May 9, 1989**

**AMENDED: May 5, 1992**

**AMENDED: May 4, 1999**

*Charter*

*City of Kerrville, Texas*

*Page 25 of 28*

**AMENDED: May 20, 2008**  
**AMENDED: June 10, 2014**  
**AMENDED: January 14, 2020**  
**AMENDED: May 28, 2024**

**CERTIFICATE OF SECRETARY OF STATE DATED:**

March 3, 1942  
April 25, 1973  
February 13, 1976  
May 14, 1984  
April 28, 1987  
January 10, 1990  
October 16, 1992  
May 27, 1999  
June 17, 2008  
June 10, 2014  
February 11, 2020  
June \_\_, 2024



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

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**SUBJECT:**

Ordinance No. 2024-12. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, otherwise known as the City's Zoning Code; by changing the zoning for the property known as 601 Lois St. from a Single Family Residential Zoning District (R-1) to a Residential Transition Zoning District (RT); and providing other matters relating to the subject.

**AGENDA DATE OF:** May 14, 2024

**DATE SUBMITTED:** May 3, 2024

**SUBMITTED BY:** Drew Paxton, Planning Director

**EXHIBITS:**

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

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

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

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**SUMMARY STATEMENT:**

**Proposal:** An ordinance to change the zoning from R-1 Single-Family Residential to RT Residential Transition on Lot 20, Block 39, Westland; and more commonly known as 601 Lois Street. (Case No. PZ-2024-9)

The applicant requests a zoning change from R-1 Single-Family Residential to RT Residential Transition to accommodate a proposed small business at the front of the property with a residential dwelling at the rear of the property for use by the business owner. See the attached site plan. The property is adjacent on two sides to residential zoning and on two sides to commercial zoning. The applicant requests R-T Residential Transition zoning to be compatible with surrounding land uses and to provide a transition between existing commercial uses and the residential neighborhood.

**Procedural Requirements:** The City, in accordance with state law, mailed 20 letters on 3/21/2024 to adjacent property owners. The City published a similar notice in the Kerrville



Daily Times on 3/14/2024. In addition, a public hearing notification sign was posted on the property frontage on 3/22/24. 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 Strategic Catalyst Area 4 (SCA 4). The place types for SCA 4 allow for community commercial throughout SCA 4 with a commercial area that maintains the distinctive character of the surrounding neighborhoods. The proposed zoning change is commercial-focused and remains a part of the existing neighborhood, consistent with SCA 4 guidelines, and serves as a transition between commercial development and the adjacent neighborhood. As such, the request to rezone the property from R-1 to RT is consistent with the K2050 Plan.

### **Adjacent Zoning and Land Uses:**

Subject Property

Current Zoning: R-1 Single-Family Residential

Existing Land Uses: Single-Family Residence

Direction: **North**

Current Zoning: R-1 Single-Family Residential

Existing Land Uses: Single-Family Residences

Direction: **South**

Current Zoning: C-2 Light Commercial

Existing Land Uses: Real Estate Office

Direction: **West**

Current Zoning: C-2 Light Commercial

Existing Land Uses: Small Business Complex

Direction: **East**

Current Zoning: C-2 Light Commercial (Recent zoning change from R-1A)

Existing Land Uses: Single-Family Residence and Contracting Business

**Thoroughfare Plan:** There is no impact on the thoroughfare system.

**Traffic Impact:** There should be no significant traffic impact.

**Parking:** To be determined and consistent with zoning regulations once a final site plan has been submitted for review and approval. The preliminary site plan provided does comply with current off-street parking requirements.

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

On April 4th, the Planning and Zoning Commission recommended approval with a unanimous vote.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2024-12 on first reading.

**ATTACHMENTS:**

[\*20240514\\_Ord 2024-12 Zone change 601 Lois.pdf\*](#)

**CITY OF KERRVILLE, TEXAS**  
**ORDINANCE NO. 2024-12**

**AN ORDINANCE AMENDING CHAPTER 60 OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS, OTHERWISE KNOWN AS THE CITY'S ZONING CODE; BY CHANGING THE ZONING FOR THE PROPERTY KNOWN AS 601 LOIS ST. FROM A SINGLE FAMILY RESIDENTIAL ZONING DISTRICT (R-1) TO A RESIDENTIAL TRANSITION ZONING DISTRICT (RT); 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 May 14, 2024, 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 601 Lois St.; such change to result in the removal of the property from a Single Family Residential Zoning District (R-1) to placement within a Residential Transition Zoning District (RT); and

**WHEREAS**, on May 14, 2024, 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, as found within 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 Residential Transition Zoning District (RT):

**Legal Description:** Being Lot 20, Block 39 out of the Westland Subdivision, 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:** 601 Lois St., 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 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.

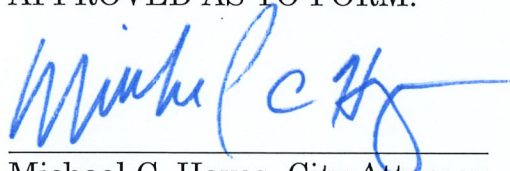
**SECTION SIX.** This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07 of the City Charter.

**PASSED AND APPROVED ON FIRST READING, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2024.**

**PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_ of \_\_\_\_\_, A.D., 2024.**

\_\_\_\_\_  
Joe Herring Jr., Mayor

APPROVED AS TO FORM:



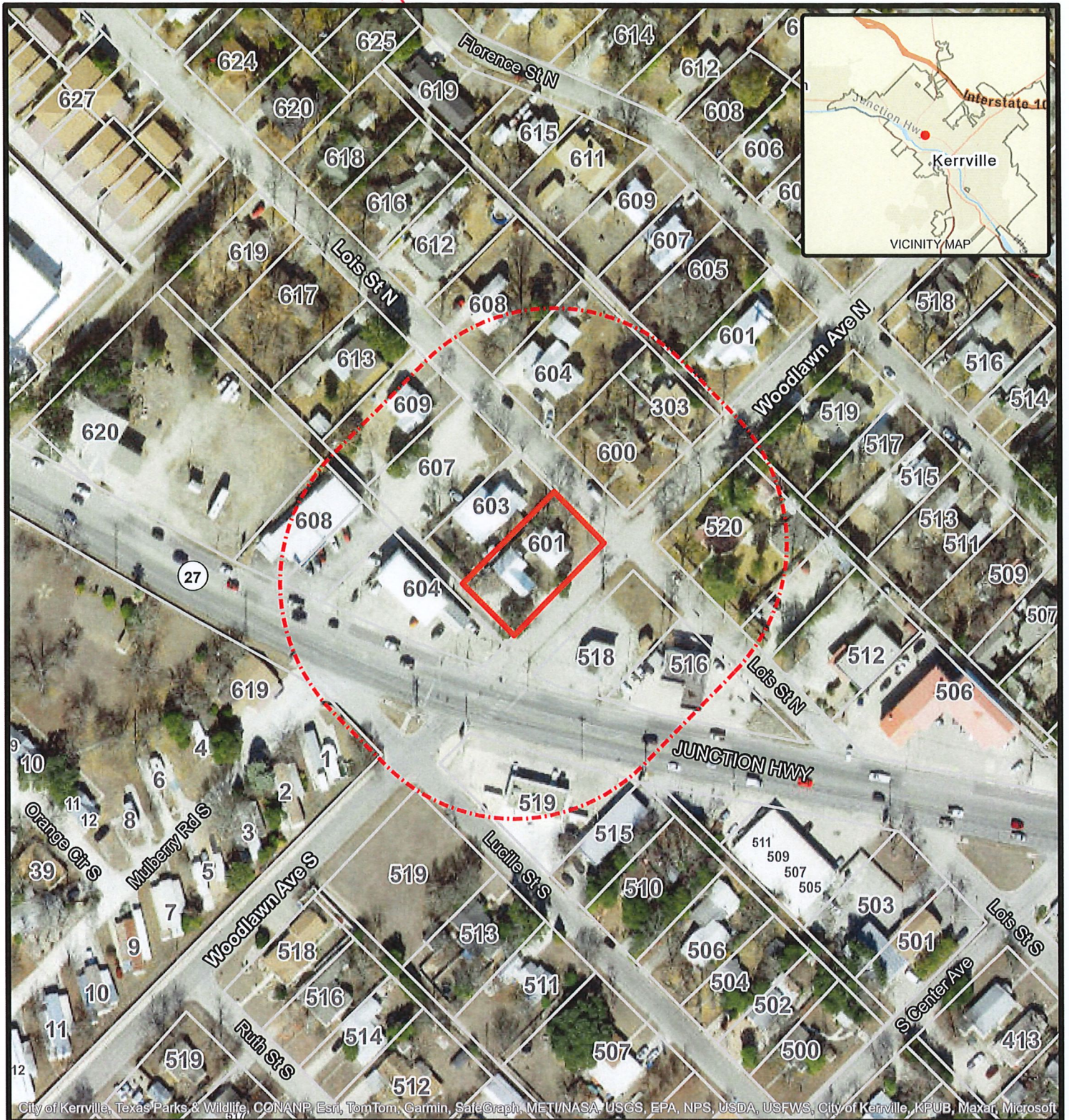
\_\_\_\_\_  
Michael C. Hayes, City Attorney

ATTEST:

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



# EXHIBIT A





## Location Map

Case # PZ-2024-9

Location:

601 Lois St N

### Legend

-  Subject Properties
-  200 Feet Notification Area



0 50 100 200  
Scale In Feet

03/08/2024



**PZ-2024-9**

**601 Lois Street Site Plan**

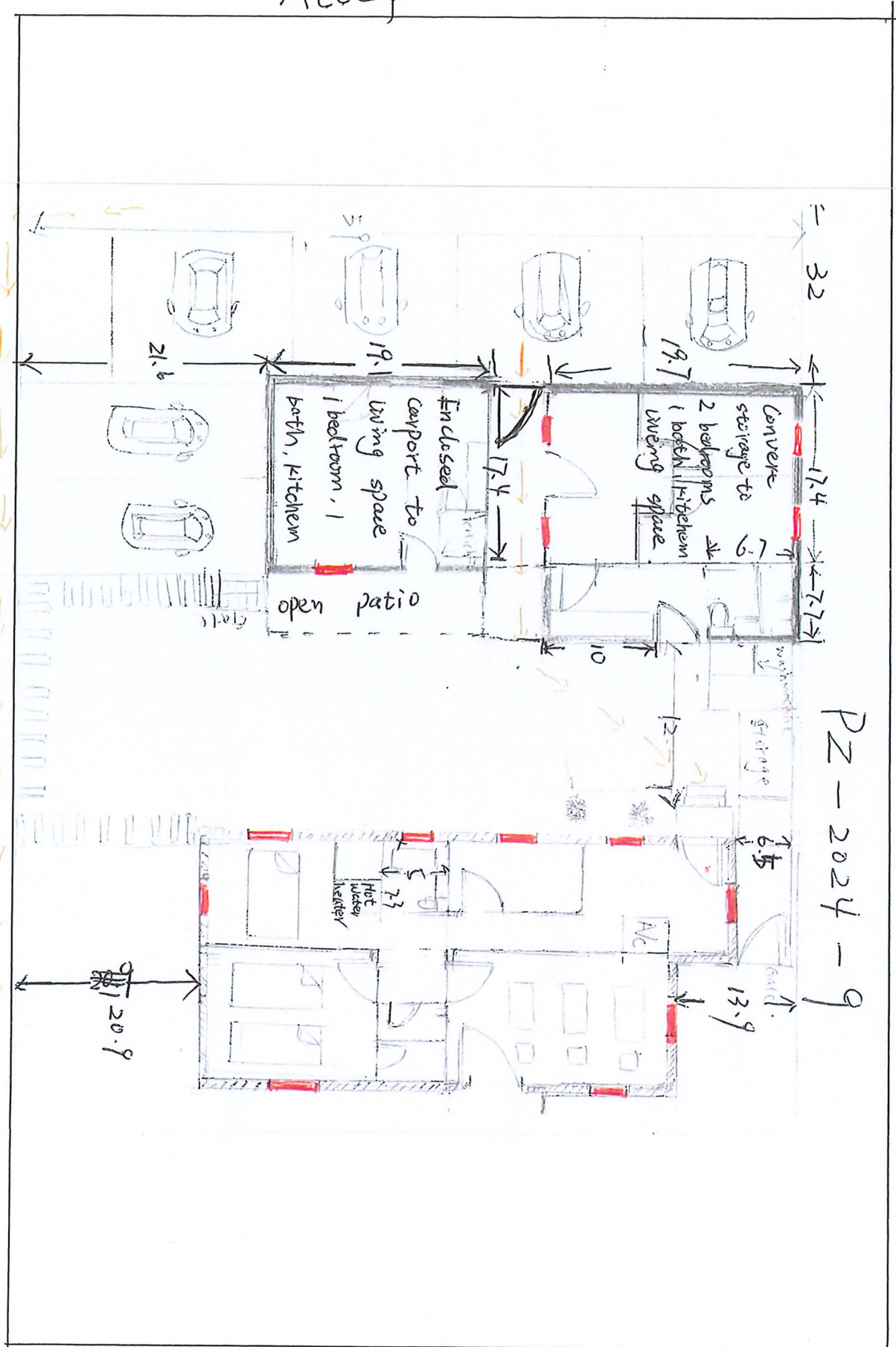
**Request for R-1 to R-T**



Alley

Woodlawn Ave

Lois Street





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

---

**SUBJECT:**

Ordinance No. 2024-13. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, otherwise known as the City's Zoning Code; by changing the zoning of the property known as 3600 Memorial Blvd (Kerrville VA Medical Center) from a Public and Institutional Zoning District to a Multifamily Residential Zoning District; and providing other matters relating to the subject.

**AGENDA DATE OF:** May 14, 2024

**DATE SUBMITTED:** May 3, 2024

**SUBMITTED BY:** Drew Paxton, Planning Director

**EXHIBITS:**

---

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

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

---

<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	C - Community / Neighborhood Character and Place Making
<b>Guiding Principle</b>	N/A
<b>Action Item</b>	N/A

---

**SUMMARY STATEMENT:**

**Proposal:** An ordinance to change the zoning from PI Public and Institutional to R-3 Multifamily Residential on 3.0 acres of land out of the V.A. Hospital Land off of State Hwy 27, Kerr County, Texas; and more commonly known as 3600 Memorial Blvd. (Case No. PZ-2024-10)

The applicant requests a zoning change from PI Public and Institutional to R-3 Multifamily Residential to accommodate the development of Phase II of the Freedom's Path housing development near the VA Hospital. When Phase I of this project was approved, the zoning at that time allowed for multifamily residential development. Through zoning code updates over the past several years, the VA property was rezoned to PI with does not permit multifamily residential development. As such, the zoning change is required. Due to surrounding land uses and the fact that this is Phase II of the current multifamily development, the request is consistent with zoning intent. The zoning change will allow this proposed development to move forward.



**Procedural Requirements:** The City, in accordance with state law, mailed 4 letters on 3/21/2024 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 3/14/2024. In addition, a public hearing notification sign was posted on the property frontage on 3/22/24. 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 Community Commercial (CC). The place types for Community Commercial are typically retail and commercial, with secondary uses such as civic and institutional. As such, and being associated with an institutional use (The VA Hospital), as well as being Phase II of an existing development, it seems appropriate that the property be rezoned as requested from PI to R-3 and would be consistent with the K2050 Plan. This project also aligns with K2050 Guiding Principle C2: "Seek to attract a range of housing options to provide choices for people with a variety of ages, incomes, lifestyle, etc." as well as action items C2.9 & H1.11 related to Veteran Housing.

### **Adjacent Zoning and Land Uses:**

Subject Property

Current Zoning: PI Public and Institutional

Existing Land Uses: Undeveloped Land

Direction: **North**

Current Zoning: PI Public and Institutional

Existing Land Uses: South Texas Veteran's Hospital

Direction: **South**

Current Zoning: PI Public and Institutional

Existing Land Uses: Undeveloped Land

Direction: **West**

Current Zoning: PI Public and Institutional

Existing Land Uses: Freedom's Path Apartments, Phase I

Direction: **East**

Current Zoning: PI Public and Institutional

Existing Land Uses: Solar Energy Generation Field

**Thoroughfare Plan:** There is no impact on the thoroughfare system.

**Traffic Impact:** There should be no traffic impact, however, a traffic study will be required as part of the final project development.

**Parking:** To be determined and consistent with zoning regulations once a final site plan has been submitted for review and approval.

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

On April 4th, the Planning and Zoning Commission recommended approval with a unanimous vote.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2024-13 on first reading.

**ATTACHMENTS:**

[\*20240514\\_Ord 2024-13 Zone change 3600 Memorial Blvd.pdf\*](#)

[\*20240514\\_Letter in favor Noller - Freedoms Path.pdf\*](#)

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2024-13**

**AN ORDINANCE AMENDING CHAPTER 60 OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS, OTHERWISE KNOWN AS THE CITY'S ZONING CODE; BY CHANGING THE ZONING OF THE PROPERTY KNOWN AS 3600 MEMORIAL BLVD (KERRVILLE VA MEDICAL CENTER) FROM A PUBLIC AND INSTITUTIONAL ZONING DISTRICT TO A MULTIFAMILY RESIDENTIAL ZONING DISTRICT; 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 May 14, 2024, 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 3600 Memorial Blvd. (State Highway 27); such change to result in the removal of the property from a Public and Institutional Zoning District (PI) to placement within a Multifamily Residential Zoning District (R-3); and

**WHEREAS**, on May 14, 2024, 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, as found within 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 Multifamily Residential Zoning District (R-3):

**Address:** 3600 Memorial Blvd, Kerrville, Texas 78028; and current site of the Kerrville VA Medical Center, said property depicted on the location map found at **Exhibit A**, attached hereto and made a part hereof for all purposes.

**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 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.

**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., 2024.**

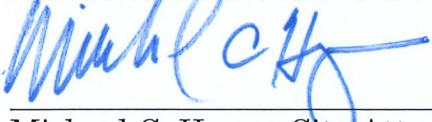
**PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_ of \_\_\_\_\_, A.D., 2024.**

\_\_\_\_\_  
Joe Herring Jr., Mayor

ATTEST:

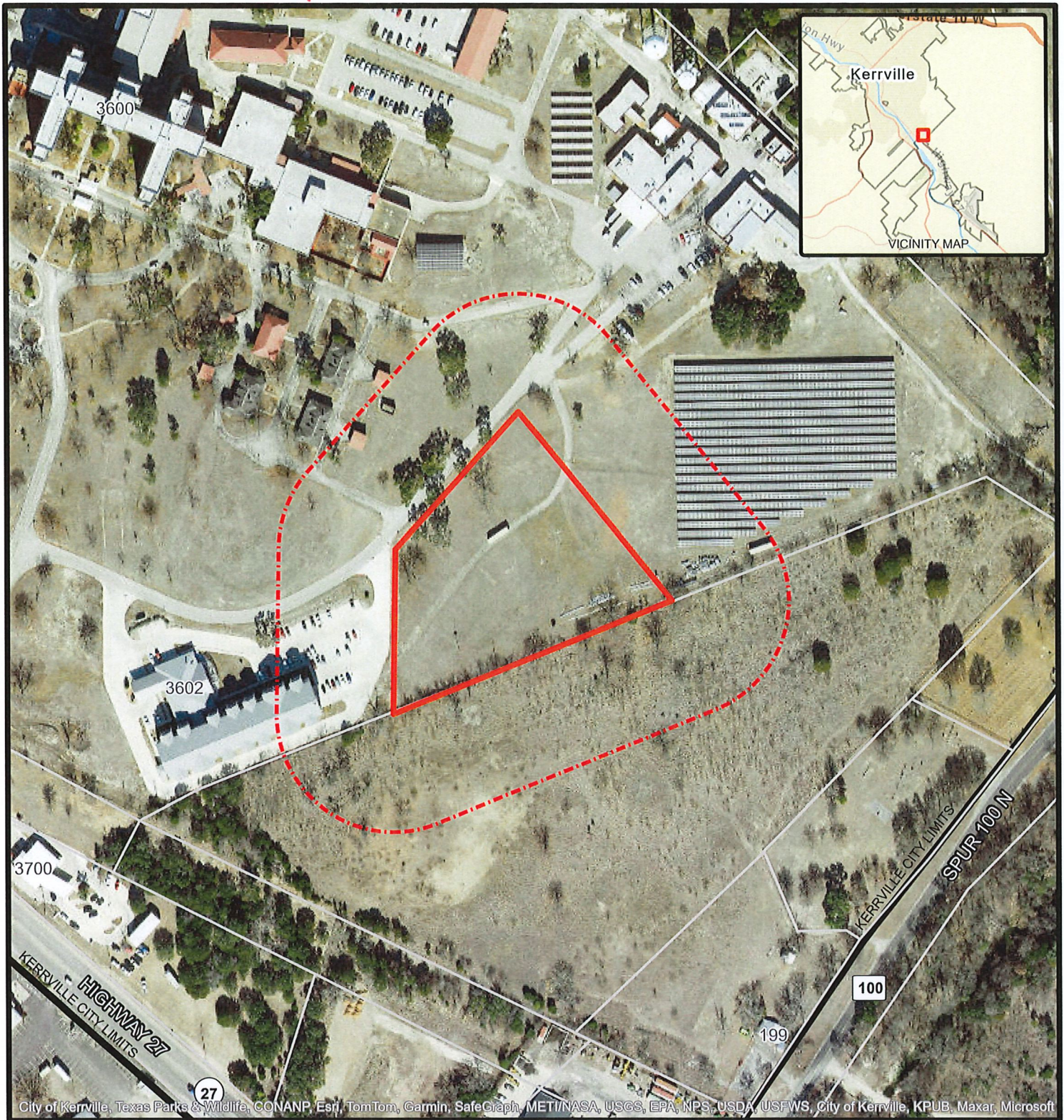
\_\_\_\_\_  
Shelley McElhannon, City Secretary

APPROVED AS TO FORM:

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



# EXHIBIT A





## Location Map

Case # PZ-2024-10

Location:

NO DATA PROVIDED BY KCAD

### Legend

-  Subject Properties
-  200 Feet Notification Area



0 75 150 300

Scale In Feet

03/15/2024

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.





1440 Westheimer Drive  
Suite C-400  
Houston, Texas 77057  
Voice: 281.467.0080  
Fax: 281.467.0080

Not for Regulatory  
Approval,  
Permitting, or  
Construction

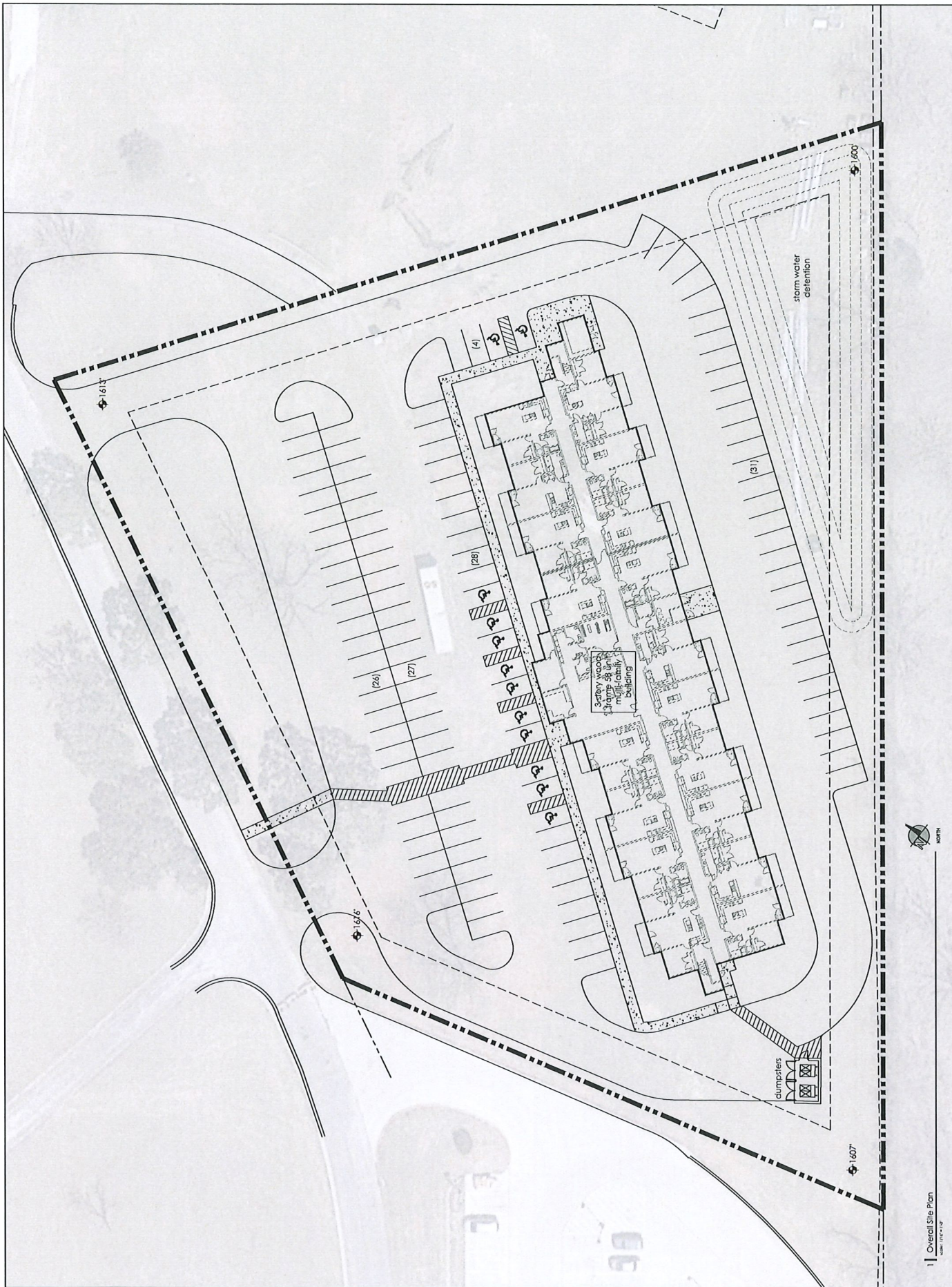
Steven S. Danner  
Civil No. 22242

Freedom's Path Kerrville Phase II  
Supportive Housing  
3600 Memorial Blvd.  
Kerrville, Texas 78028

Date: 02/12/2024  
Revisions:

Project No:  
24-15-303  
Overall Site Plan

Sheet No:  
A1.1



Overall Site Plan

Scale: 1/8" = 1'-0"



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**From:** [Gary L. Noller](#)  
**To:** [Steve Melander](#)  
**Subject:** [EXTERNAL] Planning and Zoning - Freedom's Path Apartments Phase 2  
**Date:** Monday, April 1, 2024 3:05:30 PM

---

Mr. Melander,

I wish to indicate my full support in favor of approval of the upcoming zoning change request for the construction of Freedom/s Path Apartments Phase 2. This housing is planned to be built on property owned by the VA in Kerrville.

Freedom's Path Apartments Phase 1 is now in its eighth year of occupancy. It is a proven success and is largely occupied by veterans who obtain health care from the VA. Additional housing of this type is in great need as there is a considerable waiting list of veterans wishing to reside at Freedom's Path.

Please let me know if I may provide additional information about my support of this housing.

Thank you for your consideration.

Gary L. Noller, Commander  
American Veterans (AMVETS) Post 1000  
Kerrville, Texas



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

---

**SUBJECT:**

Resolution No. 15-2024. A Resolution terminating a Conditional Use Permit that authorized a Short-Term Rental Unit on the property consisting of Lot 6, of Block 1, Riverside Addition; and more commonly known as 337 Guadalupe.

**AGENDA DATE OF:** May 14, 2024

**DATE SUBMITTED:** May 3, 2024

**SUBMITTED BY:** Drew Paxton, Planning Director

**EXHIBITS:**

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

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

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

---

**SUMMARY STATEMENT:**

**Proposal:** A resolution to terminate a Conditional Use Permit for an Expired CUP on Lot 6, Block 1, Riverside; and more commonly known as 337 Guadalupe Street.

(Case No. PZ-2024-6)

**Procedural Requirements:** The City, in accordance with state law, mailed 17 letters on 3/21/2024 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 3/14/2024. In addition, a public hearing notification sign was posted on the property frontage on 3/22/24. At the time of drafting this agenda bill, no comments had been received. Per code, a certified letter was also mailed to the property owner regarding CUP termination so that the property owner would have further opportunity to file an appeal to the proposed CUP termination.

**Staff Analysis and Recommendation:** Section 60-90, Termination of Conditional Use Permit, and Section 60-91, Appeal of Termination of Non-Compliance, apply to this request for termination. The city has determined that the CUP has terminated or expired based on



one or more of the following reasons:

- Section 60-90, Termination of Conditional Use Permit
  - Item (1) Failure to commence the use within 180 days after effective date of the CUP.
  - Item (2) Failure to commence the actual use within two years of new construction or renovation.
  - Item (3) Cessation of use not related to destruction of property.
  - Item (4) Cessation of use related to destruction of property.
  - Item (5) Failure to file an appeal.

**Recommendation:** Based on a failure to commence the use within 180 days after the effective date of the CUP, staff recommends termination of this Conditional Use Permit.

On April 4th, the Planning and Zoning Commission recommended approval with a unanimous vote.

**RECOMMENDED ACTION:**

Approve Resolution No. 15-2024.

**ATTACHMENTS:**

[\*20240514\\_Reso 15-2024 Terminating CUP 337 Guadalupe.pdf\*](#)

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 15-2024**

**A RESOLUTION TERMINATING A CONDITIONAL USE  
PERMIT THAT AUTHORIZED A SHORT-TERM RENTAL UNIT  
ON THE PROPERTY CONSISTING OF LOT 6, OF BLOCK 1,  
RIVERSIDE ADDITION; AND MORE COMMONLY KNOWN AS  
337 GUADALUPE**

**WHEREAS**, the owner of the property known as 337 Guadalupe and depicted on the location map found at **Exhibit A** (the "Property"), previously obtained a Conditional Use Permit ("CUP") from City Council to authorize a short-term rental unit on the Property; and

**WHEREAS**, pursuant to Section 60-90 of the City's Code, a CUP will terminate where the owner fails to commence the authorized use within a specified period of time; and

**WHEREAS**, the Director of Development Services found that pursuant to this section, the CUP applicable to the Property has terminated; and

**WHEREAS**, in compliance with state law, the City has given the requisite notices by United States mail, publication, and otherwise; and conducted a public hearing before the Planning and Zoning Commission; and

**WHEREAS**, City Council, in compliance with state law and the City's Zoning Code (Ch. 60, Code of Ordinances), and likewise having given the requisite notices and holding a public hearing on May 14, 2024, finds termination of the CUP for the Property as recommended by the Commission and referenced herein on the Property is appropriate pursuant to said code;

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

**SECTION ONE.** The Conditional Use Permit previously granted to permit the following Property to be developed and used for a Short-Term Rental Unit ("STRU") is terminated:

**Legal Description:** consisting of Lot 6, of Block 1, out of the Riverside Addition, and being depicted on the location map found at **Exhibit A**.

**Address:** 337 Guadalupe, Kerrville, TX 78028.

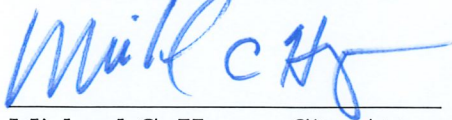
**SECTION TWO.** City Council finds and determines that its adoption of this Resolution promotes the health, safety, and general welfare of the public and is a proper valid exercise of the City's police powers.

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

**PASSED AND APPROVED ON this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2024.**

\_\_\_\_\_  
Joe Herring Jr., Mayor

**APPROVED AS TO FORM:**



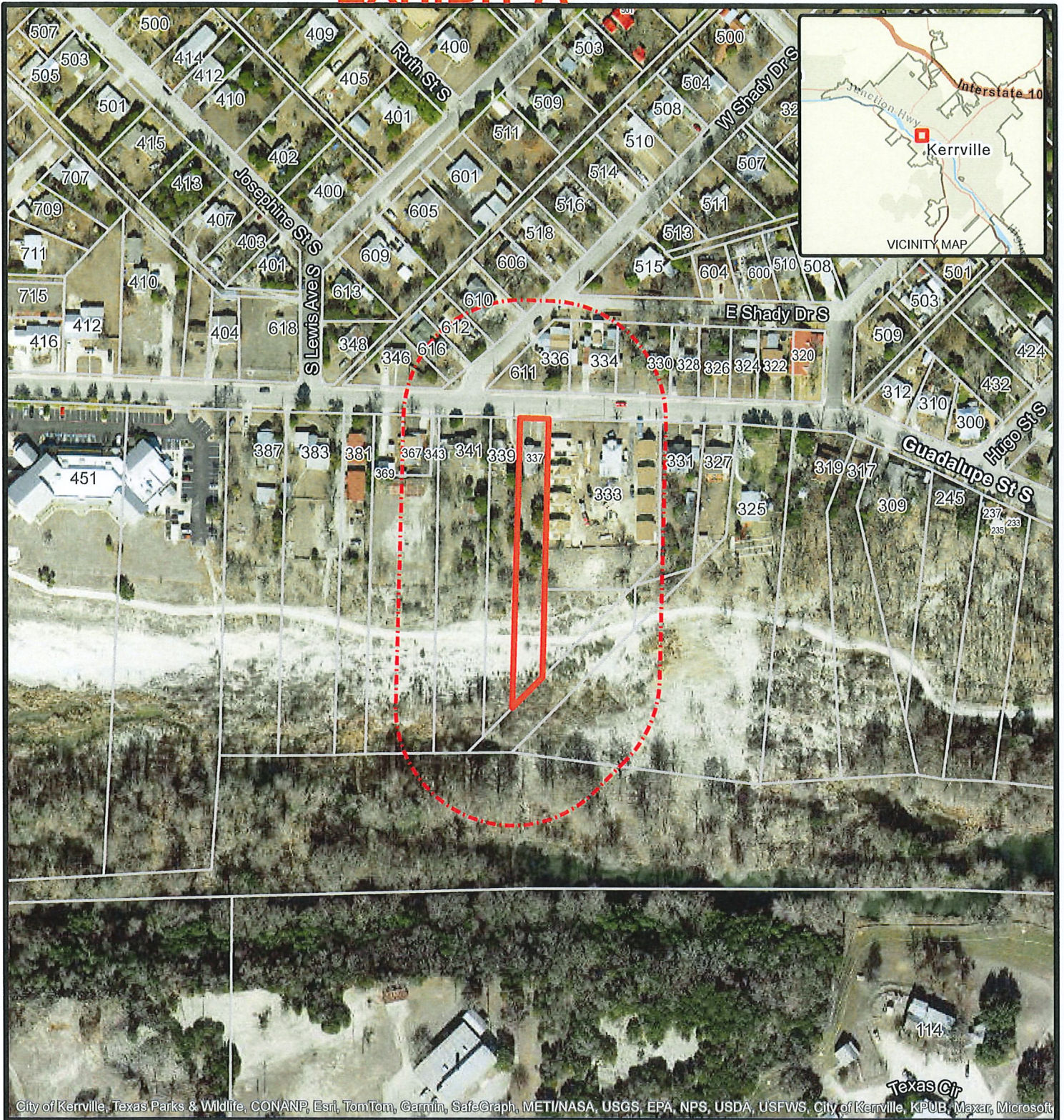
\_\_\_\_\_  
Michael C. Hayes, City Attorney

**ATTEST:**

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



# EXHIBIT A





## Location Map

Case # PZ-2024-6

Location:

337 Guadalupe St S

### Legend

-  Subject Properties
-  200 Feet Notification Area



0 75 150 300

Scale In Feet

03/08/2024





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

**SUBJECT:** Resolution No. 16-2024. A Resolution terminating a Conditional Use Permit that authorized a Short-Term Rental Unit on the property consisting of Lot 29, Block 2, Sendero Ridge Unit 1 Subdivision; and more commonly known as 105 Jasper Lane.

**AGENDA DATE OF:** May 14, 2024

**DATE SUBMITTED:** May 3, 2024

**SUBMITTED BY:** Drew Paxton, Planning Director

**EXHIBITS:**

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

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

**Kerrville 2050 Item?** No

**Key Priority Area** N/A

**Guiding Principle** N/A

**Action Item** N/A

**SUMMARY STATEMENT:**

**Proposal:** A resolution to terminate a Conditional Use Permit for an Expired CUP on Lot 29, Block 2, Sendero Ridge Unit 1; and more commonly known as 105 Jasper Lane. (Case PZ-2024-4)

**Procedural Requirements:** The City, in accordance with state law, mailed 20 letters on 3/21/2024 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 3/14/2024. In addition, a public hearing notification sign was posted on the property frontage on 3/22/24. At the time of drafting this agenda bill, no comments had been received. Per code, a certified letter was also mailed to the property owner regarding CUP termination so that the property owner would have further opportunity to file an appeal to the proposed CUP termination.

**Staff Analysis and Recommendation:** Section 60-90, Termination of Conditional Use Permit, and Section 60-91, Appeal of Termination of Non-Compliance, apply to this request for termination. The city has determined that the CUP has terminated or expired based on one or more of the following reasons:

- Section 60-90, Termination of Conditional Use Permit

- Item (1) Failure to commence the use within 180 days after the effective date of the CUP.
- Item (2) Failure to commence the actual use within two years of new construction or renovation.
- Item (3) Cessation of use not related to destruction of property.
- Item (4) Cessation of use related to destruction of property.
- Item (5) Failure to file an appeal.

**Recommendation:** Based on a failure to commence the use within 180 days after the effective date of the CUP, staff recommends termination of this Conditional Use Permit.

On April 4th, the Planning and Zoning Commission recommended approval with a unanimous vote.

**RECOMMENDED ACTION:**

Approve Resolution No.16-2024.

**ATTACHMENTS:**

[\*20240514\\_Reso 16-2024 Terminating CUP 105 Jasper Lane.pdf\*](#)



**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 16-2024**

**A RESOLUTION TERMINATING A CONDITIONAL USE PERMIT THAT AUTHORIZED A SHORT-TERM RENTAL UNIT ON THE PROPERTY CONSISTING OF LOT 29, OF BLOCK 2, SENDERO RIDGE UNIT 1 SUBDIVISION; AND MORE COMMONLY KNOWN AS 105 JASPER LANE**

**WHEREAS**, the owner of the property known as 105 Jasper Lane and depicted on the location map found at **Exhibit A** (the "Property"), previously obtained a Conditional Use Permit ("CUP") from City Council to authorize a short-term rental unit on the Property; and

**WHEREAS**, pursuant to Section 60-90 of the City's Code, a CUP will terminate where the owner fails to commence the authorized use within a specified period of time; and

**WHEREAS**, the Director of Development Services found that pursuant to this section, the CUP applicable to the Property has terminated; and

**WHEREAS**, in compliance with state law, the City has given the requisite notices by United States mail, publication, and otherwise; and conducted a public hearing before the Planning and Zoning Commission; and

**WHEREAS**, City Council, in compliance with state law and the City's Zoning Code (Ch. 60, Code of Ordinances), and likewise having given the requisite notices and holding a public hearing on May 14, 2024, finds termination of the CUP for the Property as recommended by the Commission and referenced herein on the Property is appropriate pursuant to said code;

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

**SECTION ONE.** The Conditional Use Permit previously granted to permit the following Property to be developed and used for a Short-Term Rental Unit ("STRU") is terminated:

**Legal Description:** consisting of Lot 29, of Block 2, out of the Sendero Ridge Unit 1 Subdivision, and being depicted on the location map found at **Exhibit A**.

**Address:** 105 Jasper Lane, Kerrville, TX 78028.

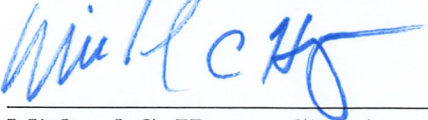
**SECTION TWO.** City Council finds and determines that its adoption of this Resolution promotes the health, safety, and general welfare of the public and is a proper valid exercise of the City's police powers.

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

**PASSED AND APPROVED ON** this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2024.

\_\_\_\_\_  
Joe Herring Jr., Mayor

APPROVED AS TO FORM:



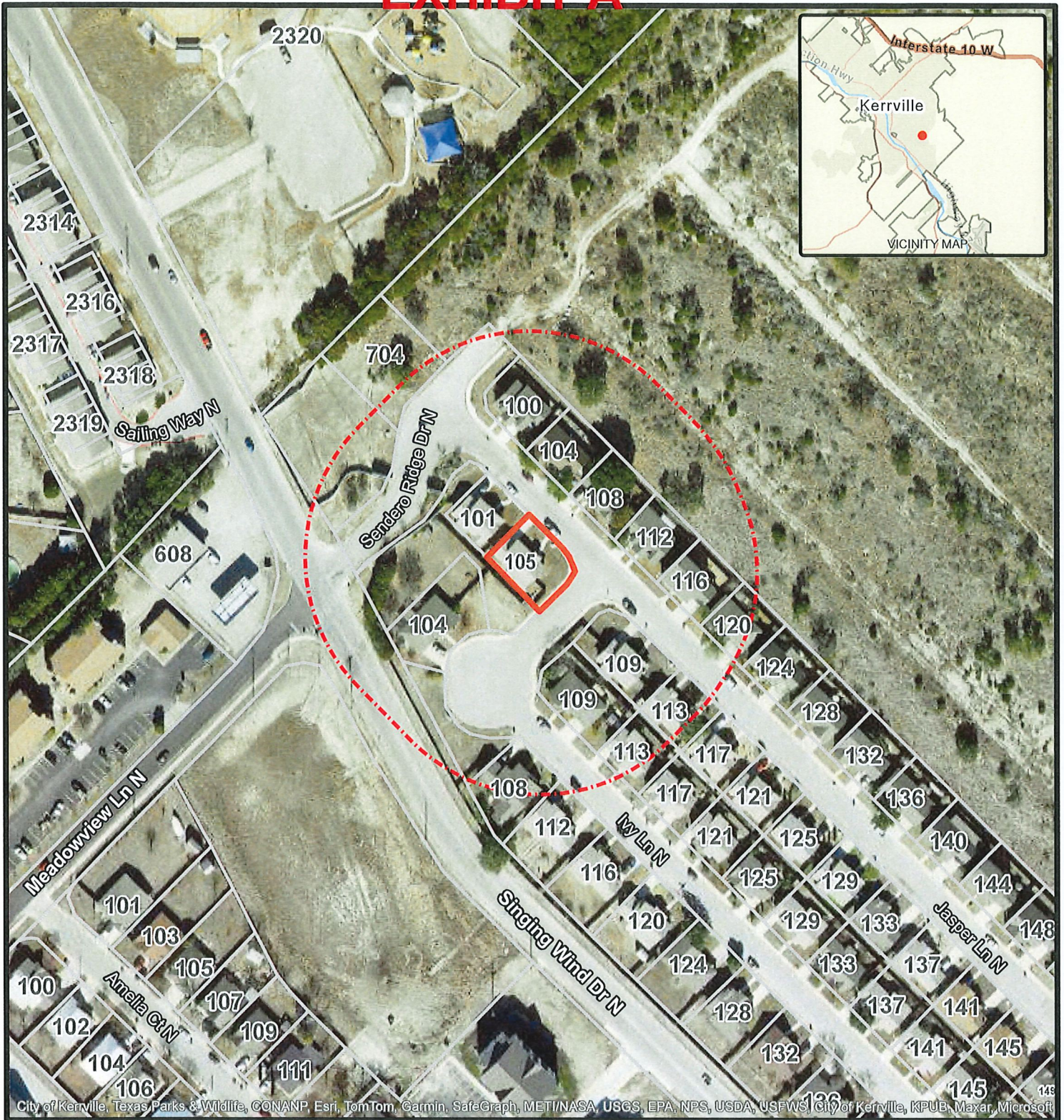
\_\_\_\_\_  
Michael C. Hayes, City Attorney

ATTEST:

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



# EXHIBIT A





## Location Map

## Case # PZ-2024-4

**Location:**

105 Jasper Ln N

### Legend

-  Subject Properties
-  200 Feet Notification Area



0      50      100      200

Scale In Feet

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





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

---

**SUBJECT:**

Resolution No. 17-2024. A Resolution terminating a Conditional Use Permit that authorized a Short-Term Rental Unit on the property consisting of Lot H, Block 5, Pueblo Hills Subdivision; and more commonly known as 1916 Leslie Dr.

**AGENDA DATE OF:** May 14, 2024

**DATE SUBMITTED:** May 3, 2024

**SUBMITTED BY:** Drew Paxton, Planning Director

**EXHIBITS:**

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

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

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

---

**SUMMARY STATEMENT:**

**Proposal:** A resolution to terminate a Conditional Use Permit for an Expired CUP on Lot H, Block 5, Pueblo Hills; and more commonly known as 1916 Leslie Drive. (Case No. PZ-2024-7)

**Procedural Requirements:** The City, in accordance with state law, mailed 25 letters on 3/21/2024 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 3/14/2024. In addition, a public hearing notification sign was posted on the property frontage on 3/22/24. At the time of drafting this agenda bill, no comments had been received. Per code, a certified letter was also mailed to the property owner regarding CUP termination so that the property owner would have further opportunity to file an appeal to the proposed CUP termination.

**Staff Analysis and Recommendation:** Section 60-90, Termination of Conditional Use Permit, and Section 60-91, Appeal of Termination of Non-Compliance, apply to this request for termination. The city has determined that the CUP has terminated or expired based on one or more of the following reasons:

- Section 60-90, Termination of Conditional Use Permit
  - Item (1) Failure to commence the use within 180 days after effective date of the CUP.
  - Item (2) Failure to commence the actual use within two years of new construction or renovation.
  - Item (3) Cessation of use not related to destruction of property.
  - Item (4) Cessation of use related to destruction of property.
  - Item (5) Failure to file an appeal.

**Recommendation:** Based on a failure to commence the use within 180 days after the effective date of the CUP, staff recommends termination of this Conditional Use Permit.

On April 4th, the Planning and Zoning Commission recommended approval with a unanimous vote.

**RECOMMENDED ACTION:**

Approve Resolution No. 17-2024.

**ATTACHMENTS:**

[\*20240514\\_Reso 17-2024 Terminating CUP 1916 Leslie Dr.pdf\*](#)

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 17-2024**

**A RESOLUTION TERMINATING A CONDITIONAL USE PERMIT THAT AUTHORIZED A SHORT-TERM RENTAL UNIT ON THE PROPERTY CONSISTING OF LOT H, OF BLOCK 5, PUEBLO HILLS SUBDIVISION; AND MORE COMMONLY KNOWN AS 1916 LESLIE DR.**

**WHEREAS**, the owner of the property known as 1916 Leslie Dr. and depicted on the location map found at **Exhibit A** (the "Property"), previously obtained a Conditional Use Permit ("CUP") from City Council to authorize a short-term rental unit on the Property; and

**WHEREAS**, pursuant to Section 60-90 of the City's Code, a CUP will terminate where the owner fails to commence the authorized use within a specified period of time; and

**WHEREAS**, the Director of Development Services found that pursuant to this section, the CUP applicable to the Property has terminated; and

**WHEREAS**, in compliance with state law, the City has given the requisite notices by United States mail, publication, and otherwise; and conducted a public hearing before the Planning and Zoning Commission; and

**WHEREAS**, City Council, in compliance with state law and the City's Zoning Code (Ch. 60, Code of Ordinances), and likewise having given the requisite notices and holding a public hearing on May 14, 2024, finds termination of the CUP for the Property as recommended by the Commission and referenced herein on the Property is appropriate pursuant to said code;

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

**SECTION ONE.** The Conditional Use Permit previously granted to permit the following Property to be developed and used for a Short-Term Rental Unit ("STRU") is terminated:

**Legal Description:** consisting of Lot H, of Block 5, out of the Pueblo Hills Subdivision, and being depicted on the location map found at **Exhibit A**.

**Address:** 1916 Leslie Dr., Kerrville, TX 78028.

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

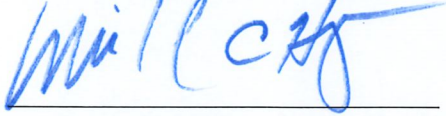


**SECTION THREE.** This Resolution is effective upon adoption.

**PASSED AND APPROVED ON this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2024.**

\_\_\_\_\_  
Joe Herring Jr., Mayor

APPROVED AS TO FORM:



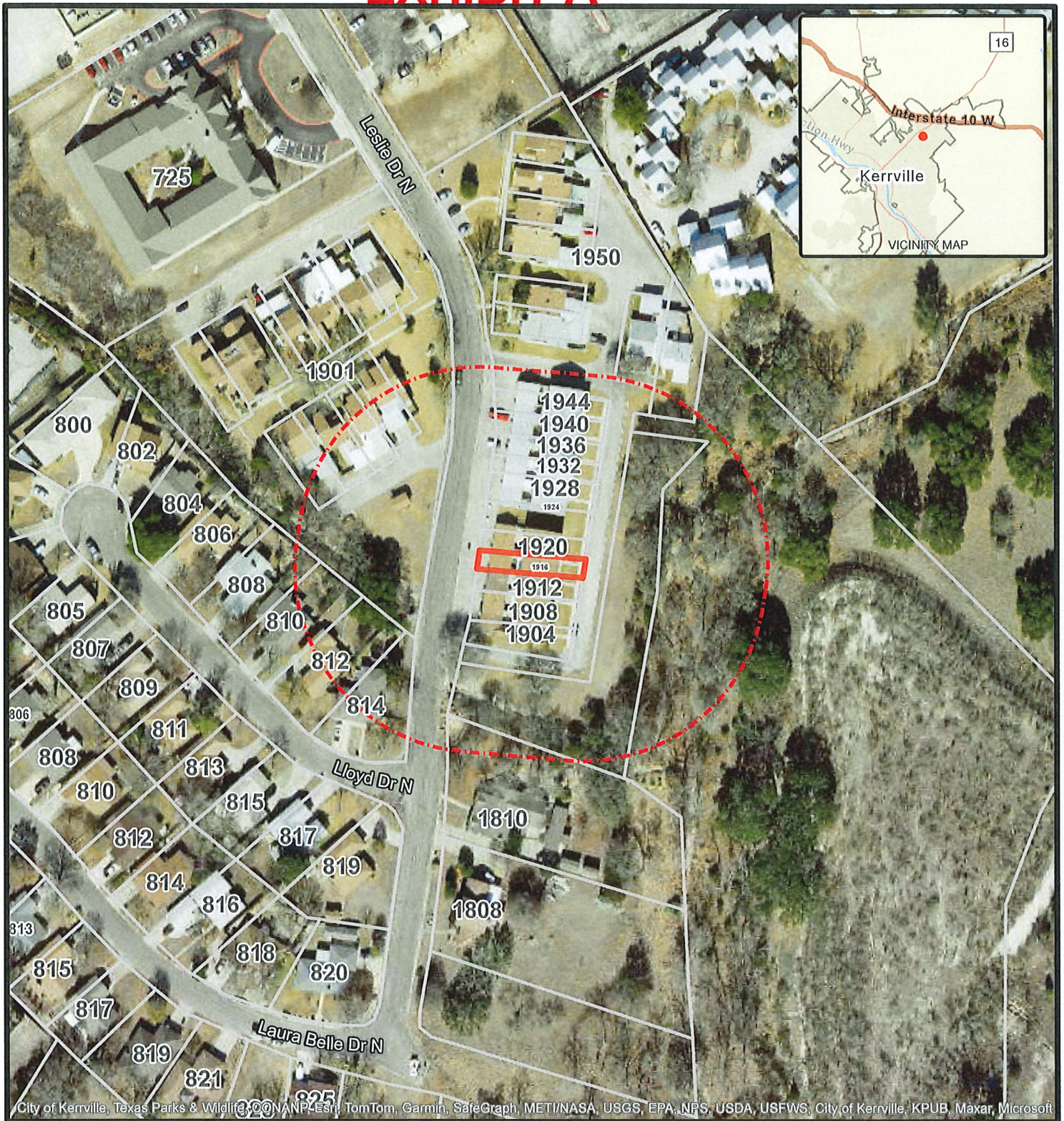
\_\_\_\_\_  
Michael C. Hayes, City Attorney

ATTEST:

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



# EXHIBIT A



## Location Map

Case # PZ-2024-7

Location:

1916 Leslie Dr N

### Legend

- Subject Properties
- 200 Feet Notification Area



0 50 100 200

Scale In Feet

03/08/2024

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:**

Resolution No. 18-2024. A Resolution terminating a Conditional Use Permit that authorized a Short-Term Rental Unit on the property consisting of Lot F, Block 5, Pueblo Hills Subdivision; and more commonly known as 1924 Leslie Dr.

**AGENDA DATE OF:** May 14, 2024

**DATE SUBMITTED:** May 3, 2024

**SUBMITTED BY:** Drew Paxton, Planning Director

**EXHIBITS:**

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

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

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

---

**SUMMARY STATEMENT:**

**Proposal:** A resolution to terminate a Conditional Use Permit for an Expired CUP on Lot F, Block 5, Pueblo Hills; and more commonly known as 1924 Leslie Drive. (Case No. PZ-2024-8)

**Procedural Requirements:** The City, in accordance with state law, mailed 25 letters on 3/21/2024 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 3/14/2024. In addition, a public hearing notification sign was posted on the property frontage on 3/22/24. At the time of drafting this agenda bill, no comments had been received. Per code, a certified letter was also mailed to the property owner regarding CUP termination so that the property owner would have further opportunity to file an appeal to the proposed CUP termination.

**Staff Analysis and Recommendation:** Section 60-90, Termination of Conditional Use Permit, and Section 60-91, Appeal of Termination of Non-Compliance, apply to this request for termination. The city has determined that the CUP has terminated or expired based on one or more of the following reasons:



- Section 60-90, Termination of Conditional Use Permit
  - Item (1) Failure to commence the use within 180 days after effective date of the CUP.
  - Item (2) Failure to commence the actual use within two years of new construction or renovation.
  - Item (3) Cessation of use not related to destruction of property.
  - Item (4) Cessation of use related to destruction of property.
  - Item (5) Failure to file an appeal.

**Recommendation:** Based on a failure to commence the use within 180 days after the effective date of the CUP, staff recommends termination of this Conditional Use Permit.

On April 4th, the Planning and Zoning Commission recommended approval with a unanimous vote.

**RECOMMENDED ACTION:**

Approve Resolution No. 18-2024.

**ATTACHMENTS:**

[\*20240514\\_Reso 18-2024 Terminating CUP 1924 Leslie Dr.pdf\*](#)

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 18-2024**

**A RESOLUTION TERMINATING A CONDITIONAL USE PERMIT THAT AUTHORIZED A SHORT-TERM RENTAL UNIT ON THE PROPERTY CONSISTING OF LOT F, OF BLOCK 5, PUEBLO HILLS SUBDIVISION; AND MORE COMMONLY KNOWN AS 1924 LESLIE DR.**

**WHEREAS**, the owner of the property known as 1924 Leslie Dr. and depicted on the location map found at **Exhibit A** (the "Property"), previously obtained a Conditional Use Permit ("CUP") from City Council to authorize a short-term rental unit on the Property; and

**WHEREAS**, pursuant to Section 60-90 of the City's Code, a CUP will terminate where the owner fails to commence the authorized use within a specified period of time; and

**WHEREAS**, the Director of Development Services found that pursuant to this section, the CUP applicable to the Property has terminated; and

**WHEREAS**, in compliance with state law, the City has given the requisite notices by United States mail, publication, and otherwise; and conducted a public hearing before the Planning and Zoning Commission; and

**WHEREAS**, City Council, in compliance with state law and the City's Zoning Code (Ch. 60, Code of Ordinances), and likewise having given the requisite notices and holding a public hearing on May 14, 2024, finds termination of the CUP for the Property as recommended by the Commission and referenced herein on the Property is appropriate pursuant to said code;

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

**SECTION ONE.** The Conditional Use Permit previously granted to permit the following Property to be developed and used for a Short-Term Rental Unit ("STRU") is terminated:

**Legal Description:** consisting of Lot F, of Block 5, out of the Pueblo Hills Subdivision, and being depicted on the location map found at **Exhibit A**.

**Address:** 1924 Leslie Dr., Kerrville, TX 78028.

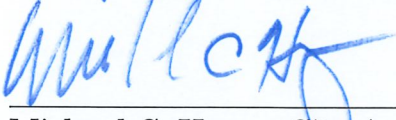
**SECTION TWO.** City Council finds and determines that its adoption of this Resolution promotes the health, safety, and general welfare of the public and is a proper valid exercise of the City's police powers.

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

**PASSED AND APPROVED ON this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2024.**

\_\_\_\_\_  
Joe Herring Jr., Mayor

APPROVED AS TO FORM:



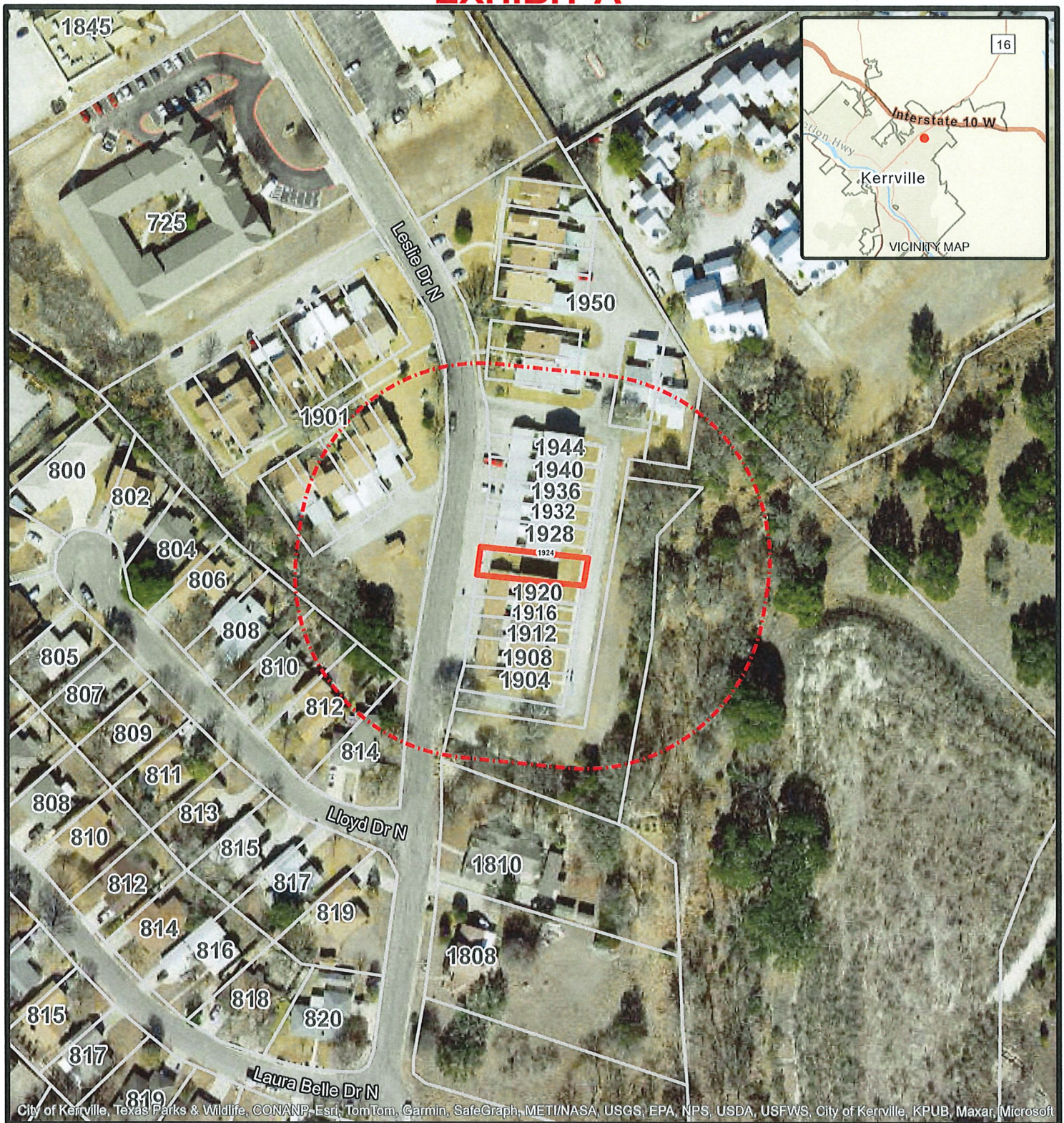
\_\_\_\_\_  
Michael C. Hayes, City Attorney

ATTEST:

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



# EXHIBIT A





## Location Map

Case # PZ-2024-8

Location:

1924 LESLIE DRIVE

### Legend

-  Subject Properties
-  200 Feet Notification Area



0 50 100 200

Scale In Feet

03/08/2024





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

---

**SUBJECT:**

Resolution No. 19-2024. A Resolution terminating a Conditional Use Permit that authorized a Short-Term Rental Unit on the property consisting of Lot 10, Block 3, Starkey Manor 7 Subdivision; and more commonly known as 604 Mockingbird Lane.

**AGENDA DATE OF:** May 14, 2024

**DATE SUBMITTED:** May 3, 2024

**SUBMITTED BY:** Drew Paxton, Planning Director

**EXHIBITS:**

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

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

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

---

**SUMMARY STATEMENT:**

**Proposal:** A resolution to terminate a Conditional Use Permit for an Expired CUP on Lot 10, Block 3, Starkey Manor 7; and more commonly known as 604 Mockingbird Lane. (Case No. PZ-2024-5)

**Procedural Requirements:** The City, in accordance with state law, mailed 27 letters on 3/21/2024 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 3/14/2024. In addition, a public hearing notification sign was posted on the property frontage on 3/22/24. At the time of drafting this agenda bill, no comments had been received. Per code, a certified letter was also mailed to the property owner regarding CUP termination so that the property owner would have further opportunity to file an appeal to the proposed CUP termination.

**Staff Analysis and Recommendation:** Section 60-90, Termination of Conditional Use Permit, and Section 60-91, Appeal of Termination of Non-Compliance, apply to this request for termination. The city has determined that the CUP has terminated or expired based on one or more of the following reasons:

- Section 60-90, Termination of Conditional Use Permit
  - Item (1) Failure to commence the use within 180 days after effective date of the CUP.
  - Item (2) Failure to commence the actual use within two years of new construction or renovation.
  - Item (3) Cessation of use not related to destruction of property.
  - Item (4) Cessation of use related to destruction of property.
  - Item (5) Failure to file an appeal.

**Recommendation:** Based on a failure to commence the use within 180 days after the effective date of the CUP, staff recommends termination of this Conditional Use Permit.

On April 4th, the Planning and Zoning Commission recommended approval with a unanimous vote.

**RECOMMENDED ACTION:**

Approve Resolution No. 19-2024.

**ATTACHMENTS:**

[\*20240514\\_Reso 19-2024 Terminating CUP 604 Mockingbird Lane.pdf\*](#)



**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 19-2024**

**A RESOLUTION TERMINATING A CONDITIONAL USE  
PERMIT THAT AUTHORIZED A SHORT-TERM RENTAL UNIT  
ON THE PROPERTY CONSISTING OF LOT 10, OF BLOCK 3,  
STARKEY MANOR 7 SUBDIVISION; AND MORE COMMONLY  
KNOWN AS 604 MOCKINGBIRD LANE**

**WHEREAS**, the owner of the property known as 604 Mockingbird Lane and depicted on the location map found at **Exhibit A** (the “Property”), previously obtained a Conditional Use Permit (“CUP”) from City Council to authorize a short-term rental unit on the Property; and

**WHEREAS**, pursuant to Section 60-90 of the City’s Code, a CUP will terminate where the owner fails to commence the authorized use within a specified period of time; and

**WHEREAS**, the Director of Development Services found that pursuant to this section, the CUP applicable to the Property has terminated; and

**WHEREAS**, in compliance with state law, the City has given the requisite notices by United States mail, publication, and otherwise; and conducted a public hearing before the Planning and Zoning Commission; and

**WHEREAS**, City Council, in compliance with state law and the City’s Zoning Code (Ch. 60, Code of Ordinances), and likewise having given the requisite notices and holding a public hearing on May 14, 2024, finds termination of the CUP for the Property as recommended by the Commission and referenced herein on the Property is appropriate pursuant to said code;

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

**SECTION ONE.** The Conditional Use Permit previously granted to permit the following Property to be developed and used for a Short-Term Rental Unit (“STRU”) is terminated:

**Legal Description:** consisting of Lot 10, of Block 3, out of the Starkey Manor 7 Subdivision, and being depicted on the location map found at **Exhibit A**.

**Address:** 604 Mockingbird Lane, Kerrville, TX 78028.

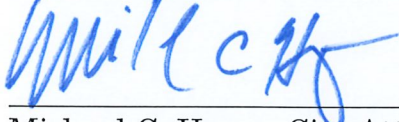
**SECTION TWO.** City Council finds and determines that its adoption of this Resolution promotes the health, safety, and general welfare of the public and is a proper valid exercise of the City’s police powers.

SECTION THREE. This Resolution is effective upon adoption.

PASSED AND APPROVED ON this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2024.

\_\_\_\_\_  
Joe Herring Jr., Mayor

APPROVED AS TO FORM:



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

ATTEST:

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



# EXHIBIT A



## Location Map

Case # PZ-2024-5

Location:

604 Mockingbird Ln N

### Legend

- Subject Properties
- 200 Feet Notification Area



0 50 100 200

Scale In Feet

03/08/2024

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:** Resolution No. 21-2024. A Resolution for the release of an area from the City's Extraterritorial Jurisdiction, such property generally located East of and partially adjacent to the Kerrville-Kerr County Airport.

**AGENDA DATE OF:** May 14, 2024

**DATE SUBMITTED:** May 3, 2024

**SUBMITTED BY:** Drew Paxton, Planning Director

**EXHIBITS:**

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

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

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

**SUMMARY STATEMENT:**

The City of Kerrville has a one-mile extra-territorial jurisdiction (ETJ) which allows for limited regulation outside of the city limits. Through state law, the city may enforce subdivision regulations, sign codes, and annex land within the ETJ. In the last legislative session, SB 2038 amended Chapter 42 of the Texas Local Government Code and gave property owners the ability to petition a release of their property from the city's ETJ.

Below are a few specifics that are notable to this petition:

- *"the municipality shall immediately release the area from the municipality 's extraterritorial jurisdiction" 42.105(c)*
- *"If a municipality fails to take action to release the area ... by the later of the 45th day after the date the municipality receives the petition or the next meeting of the municipality 's governing body that occurs after the 30th day after the date the municipality receives the petition, the area ... released by operation of law" - On May 27<sup>th</sup>, 2024 if no action is taken, the property will be released from the ETJ*
- *Once released, "an area released from a municipality's ETJ ...may not be included in the ETJ or the corporate boundaries of a municipality, unless the*

*owner or owners of the area subsequently request that the area be included in the municipality's ETJ or corporate boundaries.” 105(e)*

This resolution will formally acknowledge the release of the property from the City's ETJ

**RECOMMENDED ACTION:**

Approve Resolution No. 21-2024.

**ATTACHMENTS:**

[202405214\\_Reso 21-2024 Release of prop from ETJ.pdf](#)

[20240514\\_Reso 21-2024 location area.pdf](#)

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 21-2024**

**A RESOLUTION FOR THE RELEASE OF AN AREA FROM  
THE CITY'S EXTRATERRITORIAL JURISDICTION,  
SUCH PROPERTY GENERALLY LOCATED EAST OF AND  
PARTIALLY ADJACENT TO THE KERRVILLE-KERR  
COUNTY AIRPORT**

**WHEREAS**, pursuant to Texas Local Government Code Section 51.001, the City of Kerrville, Texas ("City") has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS**, pursuant to Texas Senate Bill 2038 passed by the Texas State Legislature in the 88th Legislative Session, Texas Local Government Code Chapter 42 now allows for the release of an area from the City's extraterritorial jurisdiction ("ETJ") by petition of landowners or by election; and

**WHEREAS**, pursuant to Texas Local Government Code Section 42.102, a resident of an area or the owners of the majority in value of an area in the City's ETJ may file a petition with the City Secretary for the area to be released from the ETJ; and

**WHEREAS**, the City has received a petition for the release of a tract of land generally located east of and partially adjacent to the Kerrville-Kerr County Airport, which petition and property description is found at **Exhibit A**; and

**WHEREAS**, City Council finds the attached *Petition of Landowner for Release of Area from City of Kerrville Extraterritorial Jurisdiction* (the "Petition") is valid and this Resolution is necessary and proper for the good government, peace, or order of the City to release the Property from the City's ETJ;

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

**SECTION ONE.** The foregoing recitals are incorporated into this Resolution by reference as findings of fact.

**SECTION TWO.** The Petition is hereby considered verified, and after adoption of this Resolution, the property described in the Petition shall be released from the City's ETJ.



**SECTION THREE.** The City Secretary is directed to file a certified copy of this Resolution and an updated map of the City's ETJ boundary with the County Clerk of Kerr County, Texas.

**SECTION FOUR.** This Resolution shall take effect upon the date of final passage noted below.


**PASSED AND APPROVED** on this \_\_\_\_ day of \_\_\_\_\_, 2024, A.D.

\_\_\_\_\_  
Joe Herring Jr., Mayor

APPROVED AS TO FORM:

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

ATTEST:

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

EXHIBIT

A

Received 4/12/2024  
SMF

# KELLY HART

ATTORNEYS AT LAW

RAY OUJESKY  
Ray.oujesky@kellyhart.com

TELEPHONE: 817-878-3556  
FAX: 817-878-9280

April 11, 2024

**Via Overnight Delivery**

City of Kerrville  
701 Main Street  
Kerrville, Texas 78028  
Attention: Shelley McElhannon, City Secretary

Re: Petition to Release Area from the City of Kerrville ETJ

Dear Ms. McElhannon:

Enclosed is the Petition of Landowner for Release of Area from the Extraterritorial Jurisdiction of the City of Kerrville. Also enclosed are the following documents in support of the Petition:

1. Special Warranty Deed
2. Certificates of Formation of Dark Sky Estates, LLC, the property owner

Please call or email me if you have any questions or if additional information is needed

Sincerely,



Ray Oujesky

3918468\_1.docx

FORT WORTH OFFICE | 201 MAIN STREET, SUITE 2500 | FORT WORTH, TX 76102 | TELEPHONE: (817) 332-2500 | FAX: (817) 878-9280  
AUSTIN OFFICE | 303 COLORADO, SUITE 2000 | AUSTIN, TX 78701 | TELEPHONE: (512) 495-6400 | FAX: (512) 495-6401  
NEW ORLEANS OFFICE | 400 POYDRAS STREET, SUITE 1812 | NEW ORLEANS, LA 70130 | TELEPHONE: (504) 522-1812 | FAX: (504) 522-1813  
BATON ROUGE OFFICE | 301 MAIN STREET, SUITE 1600 | BATON ROUGE, LA 70801 | TELEPHONE: (225) 381-9643 | FAX: (225) 336-9763  
MIDLAND OFFICE | 500 W. ILLINOIS STREET, SUITE 800 | MIDLAND, TX 79701 | TELEPHONE: (432) 683-4691 | FAX: (432) 683-6518  
Kelly Hart & Hallman, a Limited Liability Partnership | [www.kellyhart.com](http://www.kellyhart.com)

**PETITION OF LANDOWNER FOR RELEASE OF AREA FROM CITY OF  
KERRVILLE EXTRATERRITORIAL JURISDICTION**

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

I, Rory Maguire, acting on behalf of Dark Sky Estates, LLC, a Texas limited liability company, whose address is 451 S. Main Street, Suite 200, Fort Worth, Texas 76104, the owner of the tracts or parcels of land located in the John Matchett Survey, Abstract No. 243, Kerr County, Texas, and described in **Exhibit "A"** attached hereto, containing approximately 336.82 acres of land (the "Property"), hereby petition the City Council of the City of Kerrville, Texas, to release the Property from the extraterritorial jurisdiction of the City of Kerrville, Texas.

I certify that this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

A copy of the map of the area to be released is attached hereto as **Exhibit "B"**.

**OWNER:**

**DARK SKY ESTATES, LLC**, a Texas limited liability company

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

Rory Maguire, Manager

Residence address: 3912 Ann Arbor Ct., Fort worth, Texas 76109

Date of birth: February 24, 1978

(Notary Acknowledgement appears on the following page)



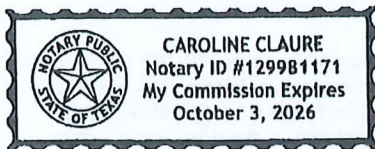
## NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS     §  
                                  §  
COUNTY OF TARRANT   §

**BEFORE ME**, the undersigned authority, on this day personally appeared Rory Maguire, Manager of The Carnegie Holding Company, LLC, Manager of Dark Sky Estates Manager, LLC, Manager of Dark Sky Estates, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the Owner.

Given under my hand and seal of office this 11<sup>th</sup> day of April, 2024.

(SEAL)



Caroline Claire

NOTARY PUBLIC in and for the  
STATE OF TEXAS

Caroline Claire

Printed Name

My commission expires: 10/3/26

**FOR OFFICE USE ONLY:**

Date of filing with City: \_\_\_\_\_

Received by: \_\_\_\_\_



FIELD NOTES DESCRIPTION OF A 336.82 ACRE TRACT OR PARCEL OF LAND  
SITUATED IN KERR COUNTY, TEXAS

BEING 336.82 ACRES OF LAND LYING AND BEING SITUATED IN KERR COUNTY, TEXAS, OUT OF THE JOHN MATCHETT SURVEY NO. 43, ABSTRACT NO. 243; COMPRISING 1) 332.58 ACRES OUT OF THAT 527.5 ACRE TRACT DESCRIBED IN WARRANTY DEED FROM THOMAS WELLBORN TO ERNEST WELLBORN DATED THE 18TH DAY OF JULY, 1927, AND RECORDED IN VOLUME 47, PAGE 429, DEED RECORDS OF KERR COUNTY, TEXAS, AND 2) ALL OF THAT 4.24 ACRE, 100 FT. WIDE STRIP OF FORMER RAILROAD RIGHT-OF-WAY, DESCRIBED AS 3.847 ACRES IN WARRANTY DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO EDWARD LEE WELLBORN, DATED MARCH 1, 1973, AND RECORDED IN VOLUME 163, PAGE 520, DEED RECORDS OF KERR COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½" Iron stake found in the Northeast right-of-way line of State Highway No. 27, a 100 ft. wide right-of-way described in deed to the State of Texas, recorded in Volume 53, Page 578, Deed Records of Kerr County, Texas, the Southwest corner of that 6.0 acre old railroad tract described in deed to Lucille Sutherland Walker recorded in Volume 161, Page 353, Deed Records of Kerr County, Texas, the Southeast corner of that called 3.847 acre old railroad right-of-way described in deed to Edward Lee Wellborn recorded in Volume 163, Page 520, Deed Records of Kerr County, Texas, for the Southeast corner hereof, from which a 8" creosote fence post bears 5.2 ft. N 25° 43' E, a concrete right-of-way marker bears 188.36 ft. S 46° 48' E, and the Northeast corner of Survey No. 43 bears approximately 13,672 ft. N 00° 06' E;

**THENCE** generally along a fence, with said highway right-of-way line, the Southwest line of said called 3.847 acre tract, N 46° 40' 46" W 1845.58 ft. to a ½" Iron stake with "MDS" cap found at fence post, the Southeast corner of that 25.25 acre tract described in deed to the City of Kerrville and the County of Kerr recorded in Volume 581, Page 764, Real Property Records of Kerr County, Texas, the Southwest corner of said called 3.847 acre tract, for the Southwest corner hereof;

**THENCE** with the East line of said 25.25 acre tract, generally along a fence, N 00° 26' 58" W at 138.48 ft. passing the Northwest corner of said called 3.847 acre tract, continuing with the West line of said 527.5 acre tract, 1724.08 ft. to a 10" creosote fence post, the Northeast corner of said 25.25 acre tract, the Southeast corner of that 113.073 acre tract described in deed to Green Village Enterprises LLC recorded in Doc. No. 22-05560, Official Public Records of Kerr County, Texas;

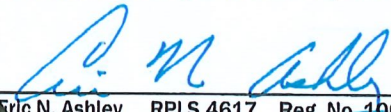
**THENCE** with the East line of said 113.073 acre tract, the West line of said 527.5 acre tract, generally along a meandering fence, N 00° 13' 43" W 7854.48 ft. to a 12" cedar fence post with a ½" Iron stake found at its base, the Northeast corner of said 113.073 acre tract, the Southeast corner of Tract 7 of Creekwood II-C, a subdivision of record in Volume 6, Page 224, Plat Records of Kerr County, Texas;

**THENCE** with the East line of said Tract 7, the West line of said 527.5 acre tract, generally along a fence, N 00° 04' 25" W 432.21 ft. to a 12" metal fence post, the Southwest corner of that 77.75 acre tract described in deed to R.W. Armstrong recorded in Volume 896, Page 726, Real Property Records of Kerr County, Texas, for the Northwest corner hereof;

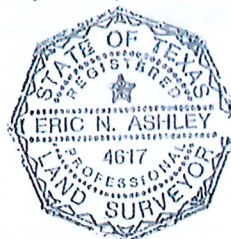
**THENCE** crossing said 527.5 acre tract, with the South line of said 77.75 acre tract, generally along a fence, S 89° 59' 01" E 1409.46 ft. to a 8" cedar fence post in the East line of said 527.5 acre tract, the Southeast corner of said 77.25 acre tract, the Southwest corner of Tract 5 of Creekwood III, a subdivision of record in Volume 6, Page 244, Plat Records of Kerr County, Texas, the Northwest corner of that 562.3 acre tract described in Partition Deed to Lucille Walker, recorded in Volume 193, Page 170, Deed Records of Kerr County, Texas, for the Northeast corner hereof;

**THENCE** with the East line of said 527.5 acre tract, the West line of said 562.3 acre tract, generally along a meandering fence, S 00° 06' 30" W 11276.49 ft. to the PLACE OF BEGINNING, containing 336.82 acres of land within these metes and bounds. Bearings based on True North per G.P.S. A plat of this survey has been prepared.

As surveyed on the ground under my direction, dated this the 2<sup>nd</sup> day of June, 2023



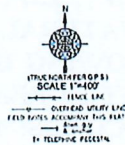
Eric N. Ashley RPLS 4617 Reg. No. 10032600  
Job No. 8026P-0623 Harper, Kevin 336.82 ac.doc



EXHIBIT

A





#### EASEMENTS

RAILROAD RIGHT-OF-WAY DESCRIBED IN V. 20, P. 167, AND V. 42, P. 429, DEED RECORDS OF KERR COUNTY, TEXAS, APPEARS TO REFER TO THE CALLED 3.847 ACRE TRACT, ACTUALLY 4.24 ACRES, DESCRIBED IN A WARRANTY DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO EDWARD LEE WELLBORN, DATED THE 1ST DAY OF MARCH, 1973, AND RECORDED IN V. 163, P. 520, DEED RECORDS OF KERR COUNTY, TEXAS AS SHOWN HEREON, AND UNLINED IN THE 336.82 ACRES.

RIGHT-OF-WAY DEED TO STATE OF TEXAS RECORDED IN V. 53, P. 516, DEED RECORDS OF KERR COUNTY, TEXAS MAKES FOR THE 6.35 ACRE TRACT FOR HIGHWAY 27 AS SHOWN HEREON.

"DRAINAGE" EASEMENT TO LOUISIANA GAS COMPANY RECORDED IN V. 1, P. 400, EASEMENT RECORDS OF KERR COUNTY, TEXAS, NO SPECIFIC LEGAL DESCRIPTION IS ATTACHED TO WIDTH OF EASEMENT IS DESCRIBED. GASLINE IS SHOWN HEREON.

ATTENTIVE TO THE PUBLIC RECORDING A FAMILY CEMETERY, NONE FOUND, APPEARS TO REFER TO A CEMETERY ON A TRACT OF LAND SOUTH & WEST OF THIS TRACT (FIRST NATIONAL TITLE INSURANCE COMPANY FILE NO. 1-23-117105-AH).

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUNDS UNDER MY EYES. THERE ARE NO KNOWN OR APPARENT EASEMENTS OR ENCUMBRANCES EXCEPT AS SHOWN OR DESCRIBED HEREON.

DATED THIS 2ND DAY OF JUNE, 2023

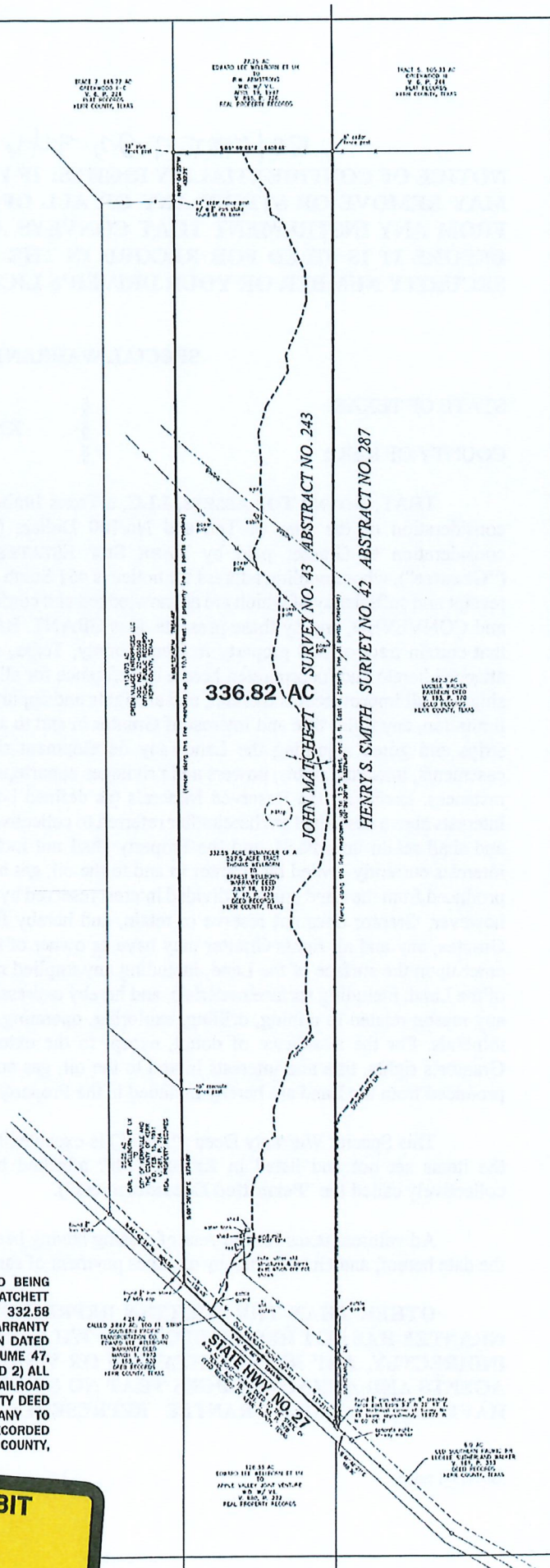
*Eric M. Ashby*  
Eric M. Ashby  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 4517  
FSW REGISTRATION NO. 10032003



SURVEY PLAT OF 336.82 ACRES OF LAND LYING AND BEING SITUATED IN KERR COUNTY, TEXAS, OUT OF THE JOHN MATCHETT SURVEY NO. 43, ABSTRACT NO. 243; COMPRISING 1) 332.68 ACRES OUT OF THAT 527.5 ACRE TRACT DESCRIBED IN WARRANTY DEED FROM THOMAS WELLBORN TO ERNEST WELLBORN DATED THE 18TH DAY OF JULY, 1927, AND RECORDED IN VOLUME 47, PAGE 429, DEED RECORDS OF KERR COUNTY, TEXAS, AND 2) ALL OF THAT 4.24 ACRE, 100 FT. WIDE STRIP OF FORMER RAILROAD RIGHT-OF-WAY, DESCRIBED AS 3.847 ACRES IN WARRANTY DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO EDWARD LEE WELLBORN, DATED MARCH 1, 1973, AND RECORDED IN VOLUME 163, PAGE 520, DEED RECORDS OF KERR COUNTY, TEXAS

ERON ASHBY  
LAND SURVEYOR  
337 ASST.  
KERRVILLE, TEXAS 78028  
(855) 257-7722

JAN 20 2024 DEED FOLDER, KERR, 200 ACRES





50/CTOT T.23.746 956 - AM/KA

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT CONVEYS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED**

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF KERR

§

THAT, **ROUND TOP ASSETS, LLC**, a Texas limited liability company ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to Grantor paid by **DARK SKY ESTATES, LLC**, a Texas limited liability company ("**Grantee**"), whose mailing address for notice is 451 South Main, Suite 200, Fort Worth, Texas 76104, the receipt and sufficiency of which are acknowledged and confessed, has **GRANTED, BARGAINED, SOLD, and CONVEYED**, and by these presents does **GRANT, BARGAIN, SELL, and CONVEY** unto Grantee that certain tract of real property in Kerr County, Texas, more particularly described on **EXHIBIT "A"** attached hereto and incorporated herein by reference for all purposes (the "**Land**"), together with, all and singular, all improvements thereon, and all rights and appurtenances pertaining thereto, including, without limitation, any right, title and interest of Grantor in and to adjacent streets, roads, alleys, or rights-of-way, strips and gores adjoining the Land, any development rights, air rights, water rights, and any other easements, interests, rights, powers and privileges appurtenant to the use and enjoyment of the Land, in all instances, excluding the Reserved Minerals (as defined below). The Land and all rights, property and interests above described are hereinafter referred to collectively as the "**Property**." Grantor hereby reserves and shall retain unto itself, and the Property shall not include, an undivided fifty percent (50%) of the interests currently owned by Grantor in and to the oil, gas and other minerals in, on, under or that may be produced from the Land (such undivided interest reserved by Grantor, the "**Reserved Minerals**"); provided, however, Grantor does not reserve or retain, and hereby forever waives, relinquishes and conveys unto Grantee, any and all rights Grantor may have as owner of the Reserved Minerals, or otherwise, to use or enter upon the surface of the Land, including any implied rights of ingress and egress and reasonable use of the Land, including surface materials, and hereby expressly agrees not to use the surface of the Land, for any reason related to mining, drilling, exploring, operating, developing or removing any oil, gas or other minerals. For the avoidance of doubt, except to the extent included in the Reserved Minerals, all of Grantor's rights, title and interests in and to the oil, gas and other minerals in, on, under or that may be produced from the Land are hereby included in the Property and conveyed to Grantee hereunder.

This Special Warranty Deed ("**Deed**") is executed by Grantor and accepted by Grantee subject to the items set out and listed in **EXHIBIT "B"** attached hereto and incorporated by reference (herein collectively called the "**Permitted Encumbrances**").

Ad valorem taxes for the year of closing having been prorated between Grantor and Grantee as of the date hereof, and Grantee hereby assumes payment of same.

**OTHER THAN THE WRITTEN REPRESENTATIONS SET FORTH IN THIS DEED, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ANY OF ITS AGENTS AND ACKNOWLEDGES THAT NO SUCH REPRESENTATION OR WARRANTIES HAVE BEEN MADE. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE,**



EXPERIENCED, AND SOPHISTICATED PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS IN PURCHASING THE PROPERTY. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMS NECESSARY INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON THE SAME. GRANTEE ALSO ACKNOWLEDGES AND AGREES THAT GRANTEE'S RIGHT TO INSPECT THE PROPERTY WAS ADEQUATE FOR GRANTEE TO FORM GRANTEE'S OWN OPINION AS TO THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, COMPLIANCE WITH ENVIRONMENTAL LAWS. AS OF THE DATE HEREOF, GRANTEE ASSUMES THE RISK OF ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, WHICH MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS AND GRANTEE HEREBY WAIVES ANY CLAIM GRANTEE MAY HAVE, NOW OR IN THE FUTURE, IN CONNECTION WITH ANY SUCH ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ANY RIGHT OF CONTRIBUTION. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE ACCEPTS THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES, OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OR THIRD PARTY.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

[Signature Page Follows]

WITNESS THE EXECUTION HEREOF to be effective as of the 18<sup>th</sup> day of September, 2023.

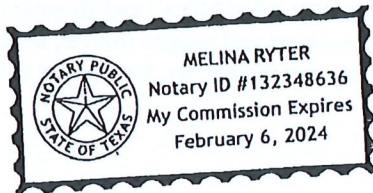
GRANTOR:

ROUND TOP ASSETS, LLC,  
a Texas limited liability company

By: [Signature]  
Name: Stephen Khoury  
Title: Member

STATE OF TEXAS §  
COUNTY OF Dallas §

This instrument was acknowledged before me on the 18<sup>th</sup> day of Sept., 2023, by Stephen Khoury, Member of Round Top Assets, LLC, a Texas limited liability company, on behalf of the limited liability company.



[Signature]  
Notary Public, State of Texas  
Printed Name: Melina Ryter  
My commission expires: 2/6/2024

After Recording, Please Return To:

Mrs. Jennifer Kostohryz Rosell  
Kelly Hart & Hallman LLP  
201 Main Street, Suite 2500  
Fort Worth, Texas 76102



## EXHIBIT "A"

### Legal Description of the Land

FIELD NOTES DESCRIPTION OF A 336.82 ACRE TRACT OR PARCEL OF LAND  
SITUATED IN KERR COUNTY, TEXAS

BEING 336.82 ACRES OF LAND LYING AND BEING SITUATED IN KERR COUNTY, TEXAS, OUT OF THE JOHN MATCHETT SURVEY NO. 43, ABSTRACT NO. 249; COMPRISING 1) 332.58 ACRES OUT OF THAT 527.5 ACRE TRACT DESCRIBED IN WARRANTY DEED FROM THOMAS WELLBORN TO ERNEST WELLBORN DATED THE 18TH DAY OF JULY, 1927, AND RECORDED IN VOLUME 47, PAGE 429, DEED RECORDS OF KERR COUNTY, TEXAS, AND 2) ALL OF THAT 4.24 ACRE, 100 FT. WIDE STRIP OF FORMER RAILROAD RIGHT-OF-WAY, DESCRIBED AS 3.847 ACRES IN WARRANTY DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO EDWARD LEE WELLBORN, DATED MARCH 1, 1973, AND RECORDED IN VOLUME 163, PAGE 520, DEED RECORDS OF KERR COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a  $\frac{1}{2}$ " iron stake found in the Northeast right-of-way line of State Highway No. 27, a 100 ft. wide right-of-way described in deed to the State of Texas, recorded in Volume 53, Page 578, Deed Records of Kerr County, Texas, the Southwest corner of that 6.0 acre old railroad tract described in deed to Lucille Sutherland Walker recorded in Volume 161, Page 353, Deed Records of Kerr County, Texas, the Southeast corner of that called 3.547 acre old railroad right-of-way described in deed to Edward Lee Wellborn recorded in Volume 163, Page 520, Deed Records of Kerr County, Texas, for the Southeast corner hereof, from which a 8" cressote fence post bears 5.2 ft. N 25° 43' E, a concrete right-of-way marker bears 188.38 ft. S 46° 48' E, and the Northeast corner of Survey No. 43 bears approximately 13.672 ft. N 00° 06' E;

**THENCE** generally along a fence, with said highway right-of-way line, the Southwest line of said called 3.847 acre tract, N 46° 40' 46" W 1845.58 ft. to a  $\frac{1}{2}$ " iron stake with "MDS" cap found at fence post, the Southeast corner of that 25.25 acre tract described in deed to the City of Kerrville and the County of Kerr recorded in Volume 581, Page 764, Real Property Records of Kerr County, Texas, the Southwest corner of said called 3.847 acre tract, for the Southwest corner hereof;

**THENCE** with the East line of said 25.25 acre tract, generally along a fence, N 00° 26' 58" W or 129.48 ft. passing the Northwest corner of said called 3.847 acre tract, continuing with the West line of said 527.5 acre tract, 1724.06 ft. to a 10" cressote fence post, the Northeast corner of said 25.25 acre tract, the Southeast corner of that 113.073 acre tract described in deed to Green Village Enterprises LLC recorded in Doc. No. 22-05560, Official Public Records of Kerr County, Texas;

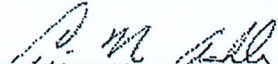
**THENCE** with the East line of said 113.073 acre tract, the West line of said 527.5 acre tract, generally along a meandering fence, N 00° 13' 43" W 7854.48 ft. to a 12" cedar fence post with a  $\frac{1}{2}$ " iron stake found at its base, the Northeast corner of said 113.073 acre tract, the Southeast corner of Tract 7 of Creekwood II-C, a subdivision of record in Volume 6, Page 224, Plat Records of Kerr County, Texas;

**THENCE** with the East line of said Tract 7, the West line of said 527.5 acre tract, generally along a fence, N 00° 04' 25" W 432.21 ft. to a 12" metal fence post, the Southwest corner of that 77.75 acre tract described in deed to R.W. Armstrong recorded in Volume 896, Page 728, Real Property Records of Kerr County, Texas, for the Northwest corner hereof;

**THENCE** crossing said 527.5 acre tract, with the South line of said 77.75 acre tract, generally along a fence, S 89° 59' 01" E 1409.48 ft. to a 8" cedar fence post in the East line of said 527.5 acre tract, the Southeast corner of said 77.75 acre tract, the Southwest corner of Tract 5 of Creekwood III, a subdivision of record in Volume 6, Page 244, Plat Records of Kerr County, Texas, the Northwest corner of that 562.3 acre tract described in Partition Deed to Lucille Walker, recorded in Volume 193, Page 170, Deed Records of Kerr County, Texas, for the Northeast corner hereof;

**THENCE** with the East line of said 527.5 acre tract, the West line of said 562.3 acre tract, generally along a meandering fence, S 00° 06' 30" W 11276.49 ft. to the PLACE OF BEGINNING, containing 336.82 acres of land within these metes and bounds, Bearings based on True North per G.P.S. A plat of this survey has been prepared.

As surveyed on the ground under my direction, dated this the 2<sup>nd</sup> day of June, 2023

  
Eric N. Ashley RPLS 4617 Reg. No. 10092600  
Job No. 8026P-0623 Harper, Kevin 336.82 ac.doc.



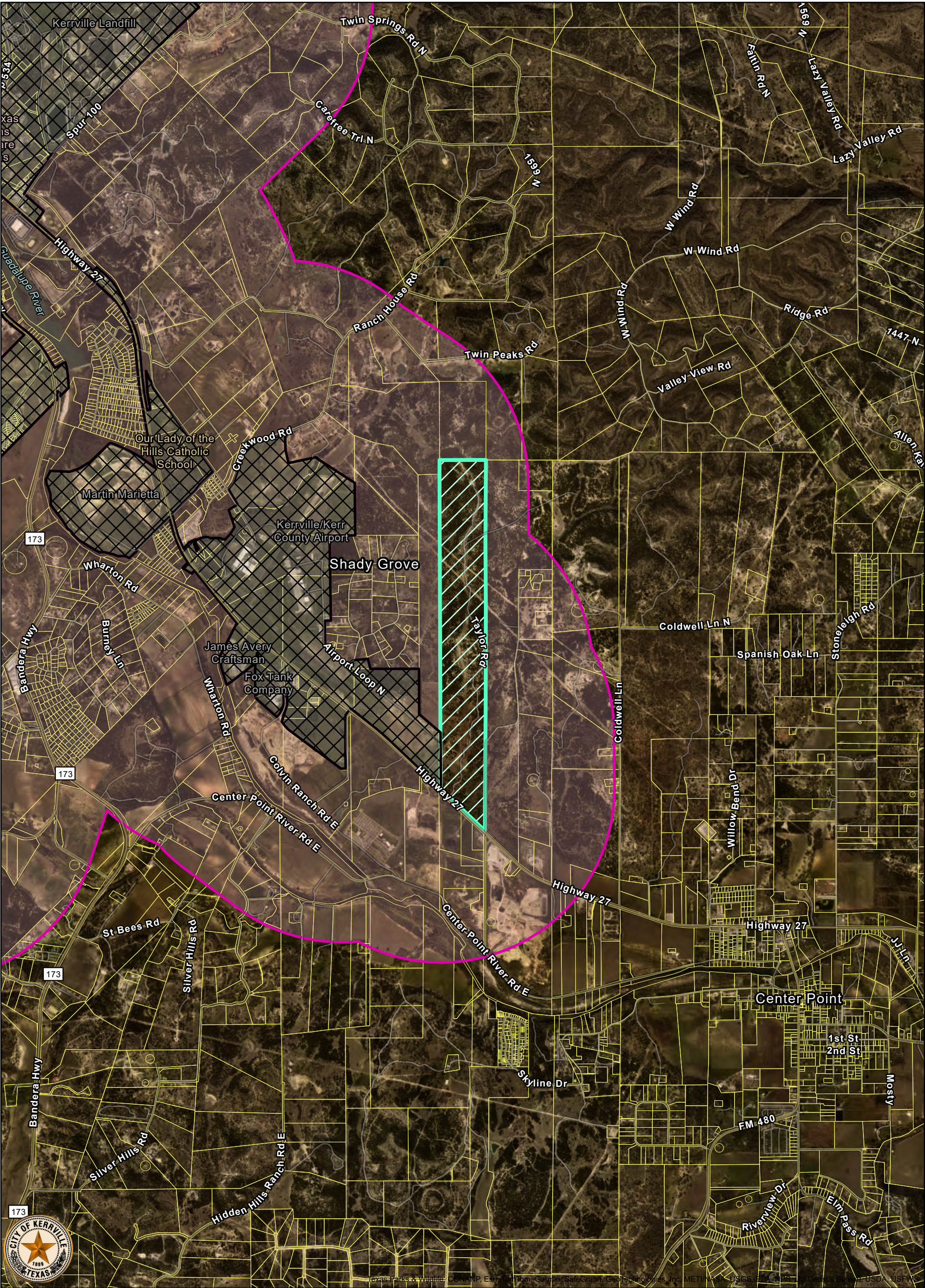
ERIC N. ASHLEY LAND SURVEYOR • 317 'A' STREET • KERRVILLE, TEXAS 78028 • (800) 257-7728

**Exhibit "B"**

**Permitted Encumbrances**

1. Standby fees, taxes and assessments by any taxing authority for the year 2023, and subsequent years.
2. Rights of the public, the State of Texas and the municipality in and to that portion of subject property, if any, lying within the boundaries of any roadway, public or private of State Hwy No. 27 along the south as shown, in full or in part, on survey prepared by Eric N. Ashely, Registered Professional Land Surveyor No. 4617, dated June 2, 2023.
3. Railroad right of way described in deeds recorded in Volume 30, Page 167 and Volume 47, Page 429, Deed Records of Kerr County, Texas, as shown in full or in part, on survey prepared by Eric N. Ashely, Registered Professional Land Surveyor No. 4617, dated June 2, 2023.
4. Right of Way Deed to the State of Texas, dated August 19, 1931, recorded in Volume 53, Page 578, Deed Records of Kerr County, Texas, as shown, in full or in part, on survey prepared by Eric N. Ashely, Registered Professional Land Surveyor No. 4617, dated June 2, 2023.
5. Easement to Lone Star Gas Company, dated November 1, 1950, recorded in Volume 1, Page 408, Easement Records of Kerr County, Texas, as shown in full or in part, on survey prepared by Eric N. Ashely, Registered Professional Land Surveyor No. 4617, dated June 2, 2023.
6. Subject property lies within the boundaries of Headwaters Underground Water District.
7. Cattle guard, ranch road, concrete fence post, gas line, as shown in full or in part, on survey prepared by Eric N. Ashely, Registered Professional Land Surveyor No. 4617, dated June 2, 2023.
8. Consequences, if any, arising by virtue of Cedar Fence, Cattle Guard, Sutherland Ln. outside the property, as shown in full or in part, on survey prepared by Eric N. Ashely, Registered Professional Land Surveyor No. 4617, dated June 2, 2023.
9. Variations between the fence lines and subject property lines, as shown in full or in part, on survey prepared by Eric N. Ashely, Registered Professional Land Surveyor No. 4617, dated June 2, 2023.
10. Apparent easement for electric transmission lines as evidenced by power poles and easement for utilities as evidenced by overhead utility lines as shown in full or in part, on survey prepared by Eric N. Ashely, Registered Professional Land Surveyor No. 4617, dated June 2, 2023.





-  ETJ Removal
-  Kerrville City Limit
-  Kerrville ETJ
-  Tax Parcel

## ETJ Removal Request Overview 5442 Highway 27



0 2,000 4,000  
US Feet

04/23/2024 11:49 AM  
joyoung

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:** Authorization to negotiate and approve a Professional Services Agreement for services necessary to update the City's Comprehensive Plan (Kerrville 2050).

**AGENDA DATE OF:** May 14, 2024

**DATE SUBMITTED:** March 21, 2024

**SUBMITTED BY:** Drew Paxton, Planning Director

**EXHIBITS:**

<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
TBD	\$245,000	\$245,000	N/A

**PAYMENT TO BE MADE TO:** TBD

**Kerrville 2050 Item?** Yes

**Key Priority Area** N/A

**Guiding Principle** N/A

**Action Item** N/A

**SUMMARY STATEMENT:**

The Kerrville 2050 Comprehensive Plan was adopted by the City Council in 2018. It is typical for cities to update the comprehensive plan every 5-10 years. This is a proposed update for specific chapters, Economic Development, Mobility and Transportation, Housing, a small area amendment to the Future Land Use Plan, and Implementation action items according to the update. This is not intended to be a new comprehensive plan.

As part of the adopted FY24 budget, the City Council authorized the procurement of a firm to perform an update to the comprehensive plan. Request for Proposals (RFP) was issued on January 20, 2024, and four (4) submissions were received on February 27, 2024. A multidepartmental review committee rated the proposals based on the scoring criteria contained in the RFP packet. The proposals and rankings will be reviewed in the 3/26/24 City Council workshop, and vendor selection will be publicly announced. The draft contract has been completed, but not approved by the vendor.

The TIRZ #1 Board approved an additional expenditure for additional services to be added to the Comprehensive Plan Update to include a Downtown Master Plan. This additional scope has been included in the scope of work.

The next step is to allow the City Manager to negotiate, finalize, and execute the Professional Services Agreement.

**RECOMMENDED ACTION:**

Authorize the City Manager to finalize and execute a Professional Services Agreement.

**ATTACHMENTS:**

[\*20240514\\_PSA FNI - update K2050 plan.pdf\*](#)

**PROFESSIONAL SERVICES AGREEMENT**  
**[FIRM: Freese and Nichols, Inc. | PROJECT-SERVICES: Update Kerrville**  
**2050 Plan]**

**THIS AGREEMENT** is entered into the \_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), by and between the **CITY OF KERRVILLE, TEXAS** (“CITY”) and **FREESE AND NICHOLS, INC.** (“CONSULTANT”), and at times, collectively referred to herein as “parties.”

**WHEREAS**, CITY needs to hire CONSULTANT to perform certain work and services set forth in Scope of Services, marked **Exhibits A and B**, and attached hereto and incorporated herein; and

**WHEREAS**, CONSULTANT agrees to perform said work and services as specified under Article I of this Agreement;

**NOW, THEREFORE**, the parties agree as follows:

**I. CONSULTANT’S SERVICES**

CONSULTANT shall perform and pay for all labor, tools, materials, equipment, supplies, transportation, and management necessary to perform all services set forth in **Exhibits A and B** and all other professional services reasonably inferable from **Exhibits A and B** and necessary for complete performance of CONSULTANT’s obligations under this Agreement, collectively referred to herein as “Services.” CITY, at any time, may stop CONSULTANT from performing the Services upon giving CONSULTANT written notice. To the extent of any conflict between the terms of this Agreement and **Exhibits A and B**, the terms of this Agreement will prevail.

**II. CONSULTANT’S RESPONSIBILITIES**

**A.** CONSULTANT, upon its review of a general description of work required by City, has prepared and provided to CITY the specific Services required to complete such work and the manner in which CONSULTANT will do so, which is attached as **Exhibits A and B**.

**B.** CONSULTANT shall use skill, judgment, and abilities in performing the Services in an expeditious and timely manner consistent with the applicable professional standards of care. CONSULTANT shall at all times provide sufficient personnel to accomplish the Services in a timely manner. CONSULTANT shall manage the Services and coordinate other professional services as necessary for the complete performance of CONSULTANT’s obligations under this Agreement. CONSULTANT



shall periodically report the status of the Services to CITY as is appropriate to keep CITY informed as to the status of the work.

C. CONSULTANT shall perform the Services in compliance with all applicable federal, state, and municipal laws, to include building codes and accessibility standards (e.g., Americans with Disabilities Act) and with those of any other entity having jurisdiction over the work. In addition, CONSULTANT shall perform the Services in a manner consistent with generally accepted standards for its profession.

D. Review comments and/or other reports produced by CONSULTANT (collectively referred to herein as "Review Documents") pursuant to the Services shall be performed in a manner consistent with generally accepted standards for its profession. CONSULTANT shall promptly correct any known or discovered error, omission, or other defect in the Review Documents without any additional cost or expense to CITY and notify of CITY of same; provided CONSULTANT receives written notice from CITY of said deficiencies within twelve (12) months of the date of completion of the CONSULTANT's services.

E. CONSULTANT shall designate a representative primarily responsible for its performance of the Services. The designated representative shall act on behalf of CONSULTANT with respect to all phases of the Services and shall be available as required for the benefit of the CITY. CONSULTANT shall not change the designated representative without prior written approval of CITY, which approval may not be unreasonably withheld.

### **III. CITY'S RESPONSIBILITIES**

A. CITY has provided CONSULTANT with a general description of the work CITY requires.

B. CITY shall furnish any information in its possession as requested by CONSULTANT and as reasonably necessary for the completion of the Services.

C. CITY shall review the Review Documents and shall notify CONSULTANT of any design fault or defect in the Services or Review Documents of which CITY becomes aware.

D. CITY shall furnish required information and other services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Services.

E. CITY designates Drew Paxton, Director of Planning, (830) 258-1178, as its primary representative authorized to act on its behalf with respect to this Agreement.



#### **IV. PAYMENT**

CITY shall compensate CONSULTANT for the Services in the amount and manner described and set forth in the Payment Schedule, attached hereto and incorporated herein as **Exhibits A and B**. Compensation will be paid on a lump sum basis of **\$245,000.00**. Invoices will be billed monthly based on the percent complete.

#### **V. TIME FOR PERFORMANCE**

CONSULTANT shall commence its work immediately upon the parties' execution of this Agreement and proceed diligently with said work, except for delays beyond the reasonable control of CONSULTANT. The Agreement will terminate upon CONSULTANT's completion and City's acceptance of Services, unless sooner terminated as provided herein.

#### **VI. DOCUMENTS**

A. CONSULTANT shall submit all Review Documents, together with any necessary supporting documents, to CITY, and all Review Documents must be professionally sealed as required by law or by CITY.

B. CONSULTANT shall ensure that all text documents supplied to CITY as provided herein are fully compatible with MS Word and that all drawings are fully compatible with Adobe PDF format.

#### **VII. TERMINATION**

A. CITY or CONSULTANT may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, CITY's payment to CONSULTANT, in accordance with this Agreement, will be made on the basis of the Services reasonably determined by CITY to be satisfactorily performed to date of suspension or termination. In addition, CITY's payment is subject to the CONSULTANT's delivery of all documents and reports reasonably required by CITY, to include Review Documents, invoices, statements, and accounts.

B. Should CITY require a modification to this Agreement, and in the event CITY and CONSULTANT fail to agree upon such modification, either CITY or CONSULTANT have the option of immediately terminating this Agreement. Thereafter, CITY shall pay CONSULTANT in accordance with this Agreement for the Services mutually agreed upon by CITY and CONSULTANT to be properly performed by the CONSULTANT prior to such termination date.



## VIII. INSURANCE

CONSULTANT shall provide and maintain in full force and effect during the term of this Agreement the following types of insurance and liability coverage:

A. Workers Compensation Insurance: in an amount meeting statutory requirements of the State of Texas on all CONSULTANTS' employees carrying out the Services, which CONSULTANT verifies through its execution of this agreement that it provides.

B. Automobile Liability Insurance: with either a combined limit of \$1,000,000 per occurrence for bodily injury and property damage or split limits of \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage must include all owned, hired, and non-owned motor vehicles used in the performance of this Agreement by CONSULTANT or its employees.

C. General Liability Insurance: on a per occurrence basis with limits of \$1,000,000 for each occurrence and for fire damage and for Bodily Injury and Property Damage, \$1,000,000. Coverage for Premises, Operations, Products, and Completed Operations shall be \$2,000,000. This coverage must protect the public or any person from injury or property damages sustained by reason of CONSULTANT or its employees providing the Services. The general aggregate must be \$2,000,000.

D. Professional Liability Errors and Omissions Insurance: with limits of \$1,000,000 per occurrence covering all work performed by CONSULTANT, its employees, subcontractors, or independent contractors. If this coverage may only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with CONSULTANT continuing to furnish the City certificates of insurance.

E. Subcontractor: in the case of any work sublet, CONSULTANT shall require subcontractor and independent contractors working under the direction of either CONSULTANT or a subcontractor to carry and maintain the same workers compensation and liability insurance required of CONSULTANT.

F. Qualifying Insurance: the insurance required by this Agreement must be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. With the exception of Professional Liability Errors and Omissions Insurance, all policies must be written on a "per occurrence basis" and not a "claims made" form.



**EQUIPMENT, SUPPLIES, TRANSPORTATION, AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THE SERVICES.**

**XII. DEFAULT OF CONSULTANT**

In the event CONSULTANT fails to comply or becomes disabled and unable to comply with this Agreement as to the quality or character of the Services or time of performance, and the failure is not corrected within ten (10) days after written notice from CITY to CONSULTANT, CITY may, at its sole discretion, without prejudice to any other right or remedy:

- A. Terminate this Agreement and be relieved of the payment of any further consideration to CONSULTANT except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed will equal actual costs, including reasonable salaries and travel expenses of CONSULTANT to and from meetings called by CITY at which CONSULTANT is required to attend, but shall not include any loss of profit of CONSULTANT. In the event of such termination, CITY may complete the services in any manner deemed proper by CITY, either by the use of its own forces or by assigning the work to others. In either event, CONSULTANT is liable for all costs in excess of the total contract price under this Agreement incurred to complete the Services, but in no event shall such expenses exceed 125% of the Contract Price. CITY may deduct the costs CITY incurs out of such monies as may be due or that may thereafter become due to CONSULTANT under this Agreement.
- B. CITY may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies, and/or help necessary to remedy the situation, at the expense of CONSULTANT.

**XIII. MISCELLANEOUS PROVISIONS**

A. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between CITY and CONSULTANT and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

B. Assignment. This Agreement is a personal service contract for the Services of CONSULTANT and CONSULTANT's interest in this Agreement, duties hereunder, and/or fees due may not be assigned or delegated to a third party without the written consent of CITY. Sale of more than fifty percent (50%) ownership of CONSULTANT will be considered an assignment.



C. Adjustment in Services. CONSULTANT shall not make any claims for extra services, additional services, or changes in the Services without a written agreement with CITY prior to the performance of such services.

D. Applicable Law. This Agreement must be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas without giving effect to principles of conflict of law. Venue will occur in Kerr County, Texas.

E. Waiver. A delay or omission by either party in exercising any right or power under the Agreement may not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement may not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement. Further, neither CITY's review, approval, or acceptance of, nor payment for any of the Services may be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination may not affect any other provision of this Agreement, which will be interpreted as if the invalid or unenforceable provision had not been included.

G. Independent Contractor. CONSULTANT agrees that CONSULTANT is engaged as an independent contractor and that City has no responsibility to provide CONSULTANT or its employees with any benefits associated with employee status. CONSULTANT shall neither hold itself out as nor claim to be an officer, partner, employee, or agent of CITY.

H. Exhibit(s). The following exhibit(s) is attached to this Agreement and are included herein for all purposes:

**Exhibit A Scope of Services**

**Exhibit B Downtown Plan Scope of Services**

I. Execution Becomes Effective. This Agreement is effective as of the Effective Date.

J. Notices and Authority. CONSULTANT shall send all notices required under this Agreement to the City Manager at City Hall, 701 Main Street, Kerrville, TX 78028. CONSULTANT agrees that only the City Manager, or designee, has the authority to represent CITY or bind CITY under this Agreement. CITY shall send all notices required under this Agreement to the CONSULTANT at:



Freese and Nichols, Inc.  
Wendy Bonneau  
801 Cherry Street, Suite 2800  
Fort Worth, Texas 76102

K. Prohibition on Contracts with Companies Boycotting Israel. CONSULTANT hereby verifies the following per Section 2271.002, Texas Government Code:

1. CONSULTANT does not boycott Israel; and
2. CONSULTANT will not boycott Israel during the term of the Agreement.

L. Prohibition Against Business with Iran, Sudan, or Foreign Terrorist Organization. CONSULTANT hereby verifies that CONSULTANT is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

M. Prohibition on Contracts with Companies Boycotting Energy Companies. CONSULTANT hereby verifies the following per Section 2276.002, Texas Government Code:

1. CONSULTANT does not boycott energy companies; and
2. CONSULTANT will not boycott energy companies during the term of the Agreement.

N. Written Verification as to Firearm Entities. CONSULTANT hereby verifies the following per Section 2274.002, Texas Government Code:

1. CONSULTANT does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. CONSULTANT will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.

O. Prohibition on Contracts with Companies Related to Certain Countries. Where this Agreement pertains to "critical infrastructure," as defined by Section 2274.0101, Texas Government Code, CONSULTANT verifies (1) that it is not owned by or the majority of stock or other ownership interest of the company is not held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or other designated countries; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or other designated countries; or (2) headquartered in China, Iran, North Korea, Russia, or other designated countries.



**P. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business. Within thirty (30) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice of concluded negotiations following the Commercial Mediation Rules published by the American Arbitration Association. In the event that the dispute has not been resolved within thirty (30) days following mediation, or such longer period as the parties may agree, either party may initiate formal proceedings against the other party.

**Q. Consequential Damages Waiver.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER CONSULTANT NOR CITY NOR EITHER PARTY'S SUPPLIERS, AGENTS, OFFICERS, AND DIRECTORS SHALL HAVE ANY LIABILITY REGARDLESS OF THE THEORY OF RECOVERY, INCLUDING BREACH OF CONTRACT OR NEGLIGENCE, TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, COST OR EXPENSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, WHETHER ACTUAL OR ANTICIPATED, LOSS OF USE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS. THIS WAIVER OF CONSEQUENTIAL DAMAGES IS MADE REGARDLESS OF WHETHER (I) EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) SUCH DAMAGES MAY BE FORESEEABLE.

**R. Limitation of Liability.** Notwithstanding any other provision of this Agreement, CITY agrees to limit CONSULTANT's liability to CITY and to all persons having contractual relationships with CITY to the total fee or compensation received by CONSULTANT for the work under which the liability arises

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**OWNER**

THE CITY OF KERRVILLE

DocuSigned by:

BY: Dalton Rice  
111E3A7CDBF04E5...

NAME: Dalton Rice

TITLE: City Manager

**CONSULTANT**

FREESE AND NICHOLS, INC.

DocuSigned by:

BY: Wendy Bonneau  
4C0202D4AD75487...

NAME: Wendy S. Bonneau, FAICP

TITLE: Principal

ATTEST:

DocuSigned by:  
*Shelley McElhannon*  
971BF09EE991424...  
Shelley McElhannon, City Secretary

APPROVED AS TO FUNDING:

DocuSigned by:  
*Julie Behrens*  
92CD81ADCE0A4BA...  
Julie Behrens, Director of Finance

APPROVED AS TO FORM:

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

APPROVED AS TO INSURANCE:

DocuSigned by:  
*Kimberly Meismer*  
BB39E108BAAA4AC...  
Kimberly Meismer, Asst. City Manager

APPROVED AS TO CONTENT

DocuSigned by:  
*Drew Paxton*  
77B19721080A4BD...  
Drew Paxton, Director of Planning

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## **EXHIBIT A**

### **SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER**

#### **ARTICLE I**

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

#### **PROJECT UNDERSTANDING**

The City of Kerrville has engaged FNI to prepare an to update their Kerrville 2050 Comprehensive Plan (adopted in 2018) based on the completion of some action items, to reset or confirm priorities and update strategies and action items as needed. This includes facilitation of stakeholder engagement and community input and engagement in support of the creation of recommendations that align with community needs and values as well as the production of a Comprehensive Plan updated document that includes updated studies and recommendations related to community demographics, housing, land use, transportation and mobility, economic development, and resilience and sustainability. This understanding is operationalized in the scope of services provided below.

#### **SCOPE OF SERVICES**

Tasks prepared as part of this planning effort may occur concurrently or sequentially where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document, based on project needs. The result will be a professional plan document containing all information described in the tasks below. For the purposes of plan organization/readability, aspects of each task may be shifted into different chapters or appendices as appropriate.

##### **Task 1: Project Management and Quality Control**

Perform general project management and control project quality, progress and budget for the scoped period of completion, including FNI's monthly reporting and invoicing requirements, monthly status meetings with the City, and similar efforts.

##### **Task 2: Engagement and Meetings**

Consultant will prepare an Engagement Plan for approval by the City, consistent with the following:

1. **Project Initiation:** A conference call or virtual meeting with City staff will take place at the beginning of the project to familiarize all parties with the scope, project schedule, project kick-off, data request needs and timing, invoicing, communication and key staff, and other significant considerations advantageous to understand prior to the kick-off.
2. **Kick-off Meeting and Study Area Tour (in person):** Attend one (1) kick-off meeting with the City. The purpose of the meeting will be to build upon discussions of the staff initiation conference call. Immediately following the Kick-off Meeting, participate in one (1) site tour of the city to provide spatial context to conversations about the City's challenges and opportunities. If unable to conduct this as an in-person tour, the City will provide a recommended tour route and key information elements. FNI and the City may also mutually agree to other approaches.
3. **Comprehensive Plan Advisory Committee (CPAC):** CPAC members will be identified by the City at the outset of the project; this group may be an already formed body (such as the P&Z) or a newly formed body of community members representative of the community. CPAC meetings



will allow for the review key components of the plan in detail, to explore possible scenarios, to debrief public participation efforts, and to receive direction on plan issues and topics. Such sessions will include an agenda, any necessary maps, handouts, or materials, and drafts of key tasks for review and comment. A total of three (3) meetings are included in this scope of work. The first CPAC meeting may take place as part of the trip for the Kickoff Meeting and Study Area Tour.

4. *Stakeholder Focus Groups or Conversations:* A total of three (3) stakeholder focus groups or conversations will be held virtually, unless combined with other scheduled in-person efforts. FNI will seek to engage in conversations with community leaders or topical experts who can provide specific insights into the Comprehensive Plan process or specific topics as needed to make informed recommendations. These stakeholders can be engaged through a variety of methods, such as focus groups or one-on-one conversations, details of which will be determined via the Engagement Plan.
5. *Public Meetings:* Two (2) community events or other public engagements with similar level of effort, as established in the Engagement Plan, will be held during the process to identify issues and opportunities and gather feedback on residents' visions for the City. These will be in person engagements, unless otherwise warranted due to identified project needs. Meeting advertisements and public outreach materials (such as flyers and social media posts) as well as meeting materials (such as boards) will be provided in both English and Spanish. FNI will create the advertisements and outreach materials, for provision to the City to disperse via their networks and channels. The City will be responsible for provision of meeting locations, language translation services, and any event needs, such as furnishings and refreshments, for these meetings.
6. *P&Z/City Council Briefings:* FNI will not provide updates to the Planning and Zoning Commission (P&Z) or City Council throughout the process. The City staff, at their discretion, may choose to provide briefings to these bodies as necessary, in which case FNI will assist with the provision of materials and information for those updates.
7. *P&Z/City Council Adoption Meetings:* FNI will attend one (1) adoption meeting with the Planning and Zoning Commission (P&Z) and one (1) adoption meeting with the City Council at the conclusion of the project. The City and FNI may mutually agree to reassign these meetings as needed.
8. *Project Website & Survey:* A project website and public surveys will be created and maintained by FNI. These shall be provided in both English and Spanish. This includes:
  - a. Establish an interactive project website that supports integrated community engagement tools in a seamless platform supportive of desktop and mobile access.
  - b. Develop one (1) non-scientific online community survey and online ideas wall or mapping exercise during the visioning phase.
  - c. Each public engagement effort noted in item 2.5 will have a virtual version available on the project website to allow for online participation.
  - d. The full draft of the plan will be available online for public review and comment prior to adoption.
9. *Project Branding:* Unless otherwise requested as an add service, the website, engagement materials and final deliverables will utilize already established branding guidelines provided by the City. This may be the City's branding guidelines or the brand established for the existing Kerrville 2050 Comprehensive Plan.



***Summary of Meetings and Trips:***

- Based on the Scope of Services above, FNI will facilitate and participate in the following meetings:
  - Up to twelve (12) Monthly Status Meetings with the City staff team (virtual)
  - One (1) Staff Initiation Call (virtual)
  - One (1) half-day long, in-person Kick-off Meeting and Study Area Tour
  - Up to three (3) CPAC Meetings
  - Up to three (3) Stakeholder Meetings (virtual, unless combined with other in person meetings)
  - Two (2) Public Engagements
  - Two (2) Adoption Meetings (Planning and Zoning Commission and City Council)
- The consultant team will make up to five (5) trips to the City:
  1. Kick-off Meeting and Study Area Tour + CPAC Meeting #1
  2. Workshop #1 – may include multiple in-person meetings, such as CPAC Meeting #2, Stakeholder Meetings and Public Engagements
  3. Workshop #2 – may include multiple in-person meetings, such as CPAC Meeting #3, Stakeholder Meetings and Public Engagements
  4. Planning and Zoning Commission (P&Z) Adoption Meeting
  5. Council Adoption Meeting

**Task 3: Community Snapshot and Vision Alignment**

FNI may place the following information within the body of the Plan or in an appendix to enhance document clarity and readability. This is intended to be a high-level analysis, based on information provided by the City and supplemented by FNI's own research.

1. **Baseline Analysis**
  - a. Study a historic timeline of the City, population and growth trends and patterns, and demographic data. Demographic data will be based upon the most recent U.S. Census American Community Survey data available at the time Notice to Proceed is given by the City.
  - b. Explain patterns and impacts related to the Comprehensive Plan topics.
2. **Context Analysis**
  - a. Review applicable past and ongoing planning efforts conducted by the City and applicable regional initiatives.
  - b. Conduct a physical features assessment, including topography, floodplains, developed/undeveloped land, natural features, sensitive environmental areas, natural assets and hazards, and other physical implications that impact growth and development.
3. **Summary of Community Engagement:** Summarize both qualitative and quantitative feedback from the community and stakeholders in a way that demonstrates the Plan is driven by the community. This may be separated and placed into an appendix.
4. **Confirmation of Vision, Goals and Priorities:** FNI will confirm the applicability of the existing Kerrville 2050 Comprehensive Plan's vision and goals based on the analyses above and assessment of feedback gathered via community and stakeholder engagement. FNI will update



vision, goals and priorities as needed, if it is found necessary based on changing community needs and values.

#### **Task 4: Market, Land Use, and Infrastructure Updates**

1. **Market Analysis Review & Update:** TXP (as a sub to FNI) will review the City's market analysis and make any necessary updates based on current trends related to growth and development in Kerrville. The City shall provide TXP with any related information or studies recently completed or in progress.
2. **Land Use Plan Review & Update:** FNI will review the Future Land Use Plan presented in the 2018 Kerrville 2050 Comprehensive Plan and confirm it is still applicable, based on the updated Market Analysis information. FNI may update the Future Land Use Map, if found necessary. Updates to the FLUM include the application of existing Land Use categories to the map only but do not include any revisions to the land use categories themselves.
3. **Infrastructure Review:** FNI will conduct a high-level review of utility infrastructure and capacity in Kerrville and either confirm it is adequate to meet the growth presented in the Land Use Map or make recommendations for where additional capacity is needed. Review and recommendations will be based on the recently completed water, wastewater and drainage master plans. FNI will require access to City staff for the latest applicable information.
4. **Thoroughfare Plan Review & Update:** FNI will review the City's Thoroughfare Plan and make updates to the plan as deemed necessary. FNI will also integrate the City's trails plan into the Thoroughfare Plan as a part of these updates. FNI will not update any street sections, design standards, etc as part of this work.
5. **Integration of Resilience and Sustainability:** FNI will review all existing and updated chapters in the Kerrville 2050 Comprehensive Plan for integration of recommendations related to enhancing resilience and sustainability, with a focus on potable water supply and flooding.

#### **Task 5: Economic Development Update**

TXP (as a sub to FNI) will review the applicability and status of implementation of economic development principles presented in the 2018 Kerrville 2050 Comprehensive Plan (based on metrics and data provided by the City) and make any necessary updates. TXP will also recommend any additional economic development strategies related to growing arts and culture in Kerrville. TXP will require access to City and EDC staff for the latest applicable information and will interview stakeholders as needed to complete their work; these interviews will be virtual unless combined with an in-person trip. TXP will join FNI on one (1) in-person trip as a part of this work.

#### **Task 6: Housing Analysis and Strategic Plan Update**

CDS (as a sub to FNI) will update the 2019 Housing Study and Strategic Plan to account for new housing activity, City of Kerrville policy changes/implementation, changes in the local economy, and national factors such as mortgage rates. The analysis will again consider the needs of the local workforce and the impacts of other demand segments including retirees, temporary workers and students, and second home/short-term rental properties. CDS will examine the continued applicability of its previous strategic recommendations and revise or append as appropriate. CSD requires access to City and EDC staff for the latest information on housing development, City regulatory and incentives changes and response, and local employer news. CDS will conduct interviews with realtors, housing developers/builders, rental property managers, etc as necessary to complete their work; these interviews will be virtual unless combined with an in-person trip. CDS will join FNI on two (2) in-person trips as a part of this work.



**Task 8: Nimitz Lake Small Area Plan (SAP):**

FNI will conduct a high level assessment of the Nimitz Lake Area to identify assets and barriers and determine a set of priorities for the area. FNI will then generate a land use plan, connectivity and open space framework, assess infrastructure needs, and formulate recommendations related to potential development opportunities in the area. It is expected that one of the stakeholder meetings noted in Task 2 will be specific to the Nimitz Lake SAP.

**Task 10: Implementation**

FNI will review the 2018 Kerrville 2050 Comprehensive Plan implementation plan and assess implementation progress, based on metrics and data provided by the City. FNI may update the implementation and action plan as necessary. The implementation plan review and update will include:

1. Reviewing the various policies and recommendations from each plan element and consolidating them in one place.
2. Assigning the policies and recommendations applicable implementation techniques (such as regulatory actions, programs, and intergovernmental partnerships) and prioritizing them with appropriate time periods, to create an overall Action Plan.
3. Updating appropriate metrics, as necessary, from which to gauge the effectiveness of the strategies implemented and progress toward full plan implementation.

**Task 11: Preparation of Final Documents**

1. Draft Report
  - a. Individual draft elements will be sent throughout the project process, in alignment with the tasks above, for staff review. The City will consolidate comments from staff, CPAC and others and provide one set of consolidated comments for each plan element to FNI.
  - b. A full draft of the Comprehensive Plan (Draft 1) will be provided to the City, CPAC and other parties the City wishes to include for internal review and comments. The City will consolidate comments from staff, CPAC, and others on Draft 1, and provide one set of consolidated comments within three (3) weeks of submission to FNI. FNI will facilitate a virtual comment review meeting to clarify any comments, if needed.
  - c. A revised full draft of the Comprehensive Plan (Draft 2) will be provided that addresses the comments from Draft 1. This draft will serve as the draft for public comment, P&Z recommendation, and council consideration. Changes will not be made to Draft 2 based on public or P&Z feedback, instead, all feedback and comments will be provided in their entirety to City Council along with the draft plan for consideration and discussion.
2. Final Report and Deliverables
  - a. Produce an "as adopted" final report to incorporate any changes requested during the adoption process by City Council.
  - b. The plan document will be prepared in Adobe InDesign and mapping will be done via ESRI's ArcGIS software. Other graphic software may be utilized at the consultant's discretion.
  - c. Deliverables will be provided in digital format (PDF), including both text and mapping, such that it will be easily reproducible. Electronic files of the final Comprehensive Plan and all working files will be provided to the City.



## **ARTICLE II**

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by Client, which are not included in the above-described basic services, are described as follows:

- A. Evaluation of the City's current development ordinances to identify alterations necessary to align the regulatory documents to the recommendations of the plan(s) produced under this project.
- B. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.
- C. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the client in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.
- D. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- E. Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- F. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- G. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.
- H. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- I. Providing document revisions in excess of those outlined in Article I.
- J. Live language translation for public meetings or engagements.
- K. Downtown Plan.
- L. Illustrative plans or renderings.

## **ARTICLE III**

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within **twelve (12) months of the notice to proceed**.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and will be based upon rates outlined in Attachment CO.



#### **ARTICLE IV**

**RESPONSIBILITIES OF OWNER:** Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.
- B. Contact meeting invitees for stakeholder and public meeting(s). This includes email, mail, newsletter or other forms of public notification and outreach.
- C. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by FNI within a reasonable time so as not to delay the services of FNI. Client comments should be consolidated with clear and concise edits, preferably typed for legibility.
- D. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Bear all costs incident to compliance with the requirements of this Article IV.
- G. It is assumed that the City will provide all necessary base mapping data in ESRI's ArcGIS compatible electronic format in order to generate necessary mapping.
- H. Provide any required briefings to P&Z or City Council throughout the project.

## **ARTICLE V**

**DESIGNATED REPRESENTATIVES:** FNI and Client designate the following representatives. No changes in the Design Leadership Team shall be made without consultation and written approval of the Client.

**Owner's Project Representative**

Name: Drew Paxton, Director of  
Planning and Development

E-mail: Drew.Paxton@kerrvilletx.gov

Phone: 830-258-1178

**Owner's Accounting Representative**

Name:

E-mail:

Phone:

**FNI's Design Leadership Team**

Project Manager: Caitlin Admire

E-mail: [Caitlin.admire@freese.com](mailto:Caitlin.admire@freese.com)

Phone: 512-416-9571

Principal-in-Charge: Wendy Bonneau

E-mail: [wendy.bonneau@freese.com](mailto:wendy.bonneau@freese.com)

Phone: 817-735-7259

Senior Advisor: Chance Sparks

E-mail: [Chance.sparks@freese.com](mailto:Chance.sparks@freese.com)

Phone: 512-617-3156

**FNI's Accounting Representative**

Name:

E-mail:

Phone:



**AMENDMENT B – DOWNTOWN PLAN  
SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT**

**PROJECT UNDERSTANDING**

The City of Kerrville (City) is engaging Freese and Nichols, Inc. (FNI) to prepare a downtown plan (Plan) consistent with standards, procedures, and best management practices in Texas. The resulting deliverables, containing analysis, vision, goals and objectives, public realm recommendations, and implementation action plans as described below. This will be an amendment to the Comprehensive Plan scope and the Downtown Plan will be a chapter within the larger Comprehensive Plan document. The work will focus on adding detail to the vision and projects identified for Downtown in the existing Kerrville 2050 plan.

**PROJECT ASSUMPTIONS**

The Downtown TIRZ Board will be the primary group providing oversight and guidance to FNI and the City staff throughout this planning process, there will not be a separate steering committee for this work.

The City's Director of Planning and Development will serve as the City contact person to work with FNI and to act as an intermediary with FNI, the TIRZ Board, City Council, the Mayor, and other city, county and state government staff persons as required. FNI will take direction from this City-appointed contact person.

The City will coordinate communication, meetings, and the transfer of necessary information from the City and other local organizations/entities as necessary for this effort.

The City will make arrangements for locations, setup, refreshments, and notifications and advertising for all stakeholder, focus group, public meetings, and online engagement. FNI will assist with flyers, e-mail blasts, advertisements and other electronic media used in advertising, including content creation.

The City will provide data and information from all previous and current studies and projects (as available) that may affect the outcome of the Plan. This information will be provided in digital format when possible and available.

The City will provide FNI with the most recently updated digital base map and aerial imagery of the planning area for use during the comprehensive plan preparation process. These files will be in the form of GIS file types native to ESRI ArcGIS, to the extent possible.

Tasks prepared as part of this planning effort may occur concurrently or sequentially where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document.

This scope identifies a specific number of meetings. Any significant additions to that number of meetings will be considered a change in scope and may increase the project cost.

All deliverables will be provided electronically in the native format in which they were prepared as well as PDF format. The plan document will be prepared using Adobe InDesign.

The schedule and timeline for the Downtown Plan will be in accordance with the overall Comprehensive Plan work. Long review times by the City throughout the process or a drawn-out final approval by the City Council may extend this timeframe.

## ARTICLE I

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

### **SCOPE OF SERVICES**

Tasks such as project management, quality control, stakeholder engagement, and project initiation will be combined with the Comprehensive Plan process. Downtown-related content will be included in the Comprehensive Plan meetings and engagements as appropriate.

#### **Task 12: Downtown Plan Chapter**

The Downtown Plan will be formatted as a topical chapter within the overall Comprehensive Plan, and will include the following:

##### Analysis:

- Data review and analysis specific to the Downtown, as needed in addition to the city-wide analysis done for the Comprehensive Plan.
- Extra focus on the Downtown area during the in-person kickoff tour.
- Downtown SWOT or SOAR analysis.

##### Engagement:

- In addition to the Comprehensive Plan engagement activities, three (3) meetings with the TIRZ Board or joint meetings with the TIRZ Board and Main Street Board. These meetings will be done either virtually or as part of the in-person workshops already planned for the Comprehensive Plan process.

##### Vision and Goals:

- Confirmation of and alignment with the Downtown vision included in the existing Kerrville 2050 plan and the creation of Downtown goals to supplement the vision.

##### Recommendations:

Public realm strategies for the Downtown that focus on creating a cohesive built environment and enhancing the pedestrian experience in the area, including:

- Opportunities for improving connectivity to and through downtown for vehicles, bicycles, and pedestrians, with specific focus on enhancing the pedestrian experience. Including consideration of context, such as connectivity with adjacent neighborhoods, areas, and assets.
- Identification of street typologies and a general streetscape character plan, typical street sections for street typologies within the study area.
- Identification of potential infrastructure needs in Downtown.



- High-level identification of opportunities for infill development, redevelopment, and open spaces within the study area aimed at creating vitality and vibrancy in Downtown Kerrville.
- High level branding and activation recommendations, as needed. Including strategies related to creating active building frontages, placement and locations for downtown gateways, wayfinding, and public art, and physical recommendations related to the ability to host public gatherings and community events. This task does not include the actual designs for wayfinding signage, gateway monuments, art pieces, etc.
- Preparation of one (1) illustrative plan for Downtown Kerrville that incorporates and illustrates all of the elements noted in this task into one illustrative plan graphic. The plan graphic will consist of base information overlaid with illustrative graphics of the proposed physical elements generated as a part of these recommendations.
- FNI or their subconsultant will prepare up to two (2) renderings that will depict key physical elements of the recommendations, in the form of either low aerial and/or eye- level perspectives. Views for these renderings will be discussed, agreed upon, and approved by the City and FNI prior to commencement of the work by the renderer. If significant changes are made to the agreed upon views or additional views are requested after the renderer has begun their work, this will result in additional services.

Implementation:

- Initial phasing or prioritization plan noting near-, mid-, and long-term implementation of the physical public realm and infrastructure elements recommended in the Plan.
- Actions items matrix with timeframes, potential resource needs, and key players/roles for coordinated actions related to successful implementation of the physical public realm and infrastructure elements recommended in the Plan.
- High-level opinions of probable costs or ranges of costs for up to five (5) major or top-priority public realm and infrastructure projects recommended in the Plan.



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

**SUBJECT:** Construction Agreement with Rio Grande Valley Industrial Machine Shop & Pumps, LLC for the Wastewater Treatment Plant Clarifier #3 Rehabilitation Project in the amount of \$991,800.00.

**AGENDA DATE OF:** May 14, 2024

**DATE SUBMITTED:** April 11, 2024

**SUBMITTED BY:** Kyle Burow, Director Engineering

**EXHIBITS:**

<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$991,800.00	\$1,887,798.74	\$2,000,000.00	Project #71-23001

**PAYMENT TO BE MADE TO:** Rio Grande Valley Industrial Machine Shop & Pumps, LLC

**Kerrville 2050 Item?** No

**Key Priority Area** N/A

**Guiding Principle** N/A

**Action Item** N/A

**SUMMARY STATEMENT:**

In 2012, Freese & Nichols, Inc. (FNI) was tasked with performing a risk and capacity assessment for the Wastewater Treatment Plant (WWTP) in addition to evaluating alternatives for a 20 year planning period in the updated Wastewater Master Plan. The FNI staff evaluated the physical condition of each major process component within the WWTP for condition scoring from 0-100, with zero being the best and 100 being the worst. In addition to the physical condition assessment, the criticality of each component was established based on the amount of treatment capacity affected if the component failed, the impact on treatment effectiveness, and the probable length of an outage to perform significant repairs. The condition and criticality scores were combined in order to obtain an overall risk score for each treatment component. Clarifier #3 was identified in the 2012 Wastewater Master Plan as a "High Risk" status based on a "Poor" condition rating and "Very High Impact" for criticality to be considered as a near-term improvement listed as the second highest risk of failure and impact in the facility. The City completed the construction of a new clarifier (Clarifier #2) to meet the TCEQ requirements for redundancy since Clarifier #3 (built in 1984), could not be taken out of service to receive the necessary repairs. The addition of Clarifier #2 now allows for the rehabilitation of the existing clarifiers by providing overflow capacity for the plant during wet weather events and redundancy. Clarifier #3 was originally constructed in 1984 and has seen severe deterioration in the centerwell in addition



to corrosion of other metal components nearing levels of what is identified by the EPA and TCEQ as a "short circuit", and could be considered as a failure to comply with permit conditions. The scope of this project will consist of the rehabilitation of the existing 80-ft diameter Clarifier #3 to include the replacement of the existing clarifier mechanism, structural modifications based on any findings in a limited structural evaluation, improvements to related appurtenances such as access stairs, light poles, hose bibs, algae control equipment, and necessary electrical improvements to maintain TCEQ permit compliance.

Design documents were completed and five bids were received on April 11, 2024 with Rio Grande Valley Industrial Machine Shop & Pumps, LLC submitting the apparent low bid. FNI and City staff evaluated the bid and recommend awarding the base bid and Alternate #2 (upgrade to Stainless Steel clarifier mechanism) for a total contract amount of \$991,800.00 to complete the project.

The design documents for construction are located in the City Secretary Office.

**RECOMMENDED ACTION:**

Authorize the City Manager to finalize and execute a construction contract.

**ATTACHMENTS:**

[\*20240514\\_Letter\\_WWTP Clarifier #3 Rehab\\_Recommendation Letter.pdf\*](#)

[\*20240514\\_Bids\\_WWTP Clarifier #3 Rehab\\_Bid Summary.pdf\*](#)

April 16, 2024

City of Kerrville  
701 Main Street  
Kerrville, Texas 78028

Attn: Kyle Burow, P.E.  
City Engineer

Re: Clarifier No. 3 Rehabilitation Project  
FNI Project No. KER23333  
City of Kerrville Project No. 23-004  
Recommendation of Award of Contract

Mr. Burow:

Listed below is the summary of Bids for the City of Kerrville – Clarifier No. 3 Rehabilitation Project. A total of five (5) bids were received on April 11, 2024, via electronic submittal on CivCast.com.

Below is a summary of the base bids:

<u>Bidder</u>	<u>Base Bid Amount w/ Allowances</u>	<u>Total Bid Amount w/ Alternates</u>
RGV Industrial Machine Shop & Pumps, LLC	\$841,800.00	\$1,116,800.00
Keystone Construction	\$1,242,600.00	\$1,447,600.00
AI Builders	\$1,296,438.00	\$1,676,438.00
Archer Western	\$1,914,340.00	\$2,057,740.00
Mike Larsen Company	\$1,554,030.00	\$2,301,393.00

Freese and Nichols' estimate for the project was \$1,618,650.

Based on a review of project references, RGV Industrial Machine Shop & Pumps, LLC appears to be qualified and capable of performing the proposed work for this project. Based on this information and their low bid amount, Freese and Nichols, Inc. recommends that the City of Kerrville award the construction contract for this project to RGV Industrial Machine Shop & Pumps, LLC for the base bid amount of \$841,800.00 with the option to consider bid alternates up to a total amount of \$1,116,800.00.

If you have any questions or concerns, please call me at 210-298-3899.

Sincerely,



Eric Kong, P.E.  
Project Manager

Attachments: Bid Tabulation



KER23333 Clarifier No. 3 Rehabilitation Project  
ID: KER2333

Item	Keystone Construction	RGV INDUSTRIAL MACHINE SHOP & PUMPS, LLC	AI Builders	Archer Western	Mike Larsen Company
Base Bid					
I: Base Bid					
Sub Totals	\$1,098,000.00	\$773,000.00	\$1,164,938.00	\$1,794,900.00	\$1,243,630.00
II: Allowances					
Sub Totals	\$144,600.00	\$68,800.00	\$131,500.00	\$119,440.00	\$310,400.00
III: Alternates					
Sub Totals	\$205,000.00	\$275,000.00	\$380,000.00	\$143,400.00	\$747,363.00
Grand Total	\$1,447,600.00	\$1,116,800.00	\$1,676,438.00	\$2,057,740.00	\$2,301,393.00



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

**SUBJECT:** Process to appoint person as a Councilmember to the position of Councilmember Place 1.

**AGENDA DATE OF:** May 14, 2024

**DATE SUBMITTED:** April 30, 2024

**SUBMITTED BY:** Dalton Rice, City Manager

**EXHIBITS:**

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

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

**Kerrville 2050 Item?** No

**Key Priority Area** N/A

**Guiding Principle** N/A

**Action Item** N/A

**SUMMARY STATEMENT:**

Per Section 2.03 of the City's Charter, a Councilmember automatically resigns upon the filing of an application to run for Mayor. Thus, Councilmember for Place 1 will have automatically resigned on the day following the canvass for the May 4, 2024 general election. Where a vacancy occurs, Section 2.04 of the Charter requires Council to fill the vacancy for the remaining term. Council must take such action within 45 days off the vacancy.

**RECOMMENDED ACTION:**

Council discussion and consideration, to include action if necessary.





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

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**SUBJECT:** Appointments of Councilmembers as members and liaisons to City Boards and Commissions, to include the Economic Improvement Corporation.

**AGENDA DATE OF:** May 14, 2024

**DATE SUBMITTED:** May 8, 2024

**SUBMITTED BY:** Dalton Rice, City Manager

**EXHIBITS:**

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

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

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

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**SUMMARY STATEMENT:**

**RECOMMENDED ACTION:**

Information only; no action.

**ATTACHMENTS:**

[20240514\\_Boards-Commissions CC worksheet.pdf](#)

## **CITY COUNCIL BOARDS & COMMISSIONS WORKSHEET – May 2024**

### **Board Name:**

Airport Planning Committee  
EIC  
KEDC  
KPUB  
Playhouse 2000

### **Councilmembers:**

Roman Garcia and Judy Eychner (currently) – members  
Joe Herring, Jr – voting member  
Judy Eychner – member  
Judy Eychner – member  
Brenda Hughes – voting member

### **Boards with Council Interview Team:**

Airport	Mayor	Place 2
BBAA	Place 1	Place 2
EIC	Mayor	Place 3
Food	Place 1	Place 4
Library	Place 3	Place 4
Main Street	Mayor	Place 1
Parks	Place 2	Place 3
P&Z	Place 2	Place 4
RCC	Place 1	Place 3
Senior Services	Place 2	Place 3
TIRZ	Mayor	Place 1
ZBA	Mayor	Place 4

### **Board Name:**

Board of Adjustments & Appeals  
EIC  
Food Service Advisory Board  
Library  
KAYLA  
Main Street  
Parks & Recreation Advisory Board  
P&Z  
Recovery Community Coalition  
Senior Services  
TIRZ  
Zoning Board of Adjustments

### **Staff Liaison:**

Drew Paxton  
Michael Hornes, Kim Meisner  
Daryle Poe  
Danielle Brigati  
Megan Folkerts  
Megan Folkerts  
Ashlea Boyle  
Drew Paxton  
Fire Chief Eric Maloney  
Kim Meisner  
Michael Hornes, Kim Meisner, Megan Folkerts  
Drew Paxton

### **Meeting Schedule:**

Airport  
EIC  
Food  
Library  
Parks & Recreation  
Planning & Zoning Commission  
Recovery Community Coalition  
Zoning Board of Adjustment

Fourth Wednesday of each month @ 8:30 a.m.  
Third Monday of each month @ 4:00 p.m. Ca  
Called as needed, third Tuesday @ 3:00 p.m.  
Quarterly, third Tuesday (1, 4, 7, 10) @ 3:00 p.m.  
Quarterly, third Thursday (3, 6, 9, 12) @ 4:30 p.m.  
First Thursday of each month @ 4:00 p.m.  
Fourth Monday of each month @ 4:00 p.m.  
At the call of the chairperson



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

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**SUBJECT:** Appointment of Mayor Pro Tem. (Item eligible for discussion in Executive Session 551.074)

**AGENDA DATE OF:** May 14, 2024

**DATE SUBMITTED:** April 15, 2024

**SUBMITTED BY:** Shelley McElhannon, City Secretary

**EXHIBITS:**

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<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
0	0	0	N/A

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

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**Kerrville 2050 Item?** No

**Key Priority Area** N/A

**Guiding Principle** N/A

**Action Item** N/A

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**SUMMARY STATEMENT:**

**RECOMMENDED ACTION:**

Appoint Mayor Pro Tem.