

AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING

TUESDAY, JULY 09, 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
JULY 09, 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). City Council meetings are recorded and the recordings are posted on the City's website. Citizens wishing to speak during a meeting shall submit a completed "speaker request form" to the City Secretary before the item is introduced, but are encouraged to submit the form before the meeting begin. Each speaker is limited to four minutes.

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

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

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

Thank you for your participation!

CALL TO ORDER: By Mayor Joe Herring, Jr.

INVOCATION AND PLEDGE OF ALLEGIANCE: Led by Councilmember Delayne Sigerman.

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 Recognition of organizations and execution of a multi-agency public safety emergency drill (Mayor Herring).
 - 2.B Kerrville Kindness Award: Recognition of City of Kerrville employees saving a man's life at City Hall Lobby (Mayor Herring).
3. **VISITORS/CITIZENS FORUM:** Any citizen with business not scheduled on the agenda may speak to the City Council. Prior to speaking, each speaker must fill out the speaker request form and give it to the City Secretary. The speaker request form must be submitted to the City Secretary before the item is called or read into record. City Council may not discuss or take any action on an item but may place the issue on a future agenda. Each speaker is limited to four minutes.
4. **CONSENT AGENDA:** These items are considered routine and can be approved in one motion unless a Councilmember asks for separate consideration of an item. It is recommended that the City Council approve the following items which will grant the Mayor or City Manager the authority to take all actions necessary for each approval:
 - 4.A Subscription with CivicPlus for CivicClerk, an agenda and meeting management solution to replace Granicus, in the amount of \$65,928.55 for two years (C Tork, Director of Innovation and Technology).
Attachment: [20240709 Contract CivicPlus Agenda Software 062624.pdf](#)

- 4.B Non-exclusive license agreement between the City of Kerrville and Heart of the Hills Farmers Market, Inc. for use of the Dallas Daughtry Boardwalk Pavilion (*A Boyle, Director of Parks and Recreation*).
Attachment: [20240709_License Agreement_Heart of Hills Farmers Market for Boardwalk Pavilion.pdf](#)
- 4.C City Council workshop minutes June 25, 2024 (*S McElhannon, City Secretary*).
Attachment: [20240709_Minutes CC workshop 6-25-24 4pm.pdf](#)
- 4.D City Council meeting minutes June 25, 2024 (*S McElhannon, City Secretary*).
Attachment: [20240709_Minutes CC meeting 6-25-24 6pm.pdf](#)

END OF CONSENT AGENDA.

5. ORDINANCES, SECOND READING:

- 5.A Ordinance No. 2024-15, second reading. An Ordinance amending Chapter 70 "Offenses and Miscellaneous Provisions", Article III "Electioneering at polling locations", of the City's Code of Ordinances to revise this article as to regulations applicable to electioneering and other conduct on city-owned or city-controlled property being used as a polling place; containing a savings and severability clause; providing for penalties not to exceed \$500.00; ordering publication; providing an effective date; and providing other matters related to the subject (*M Hayes, City Attorney*).
Attachment: [20240709_Ord 2024-15 Electioneering 2nd reading.pdf](#)
- 5.B Ordinance No. 2024-16, second reading. An Ordinance amending Chapter 30 "Business", Article VI "Solicitations" of the City's Code of Ordinances to revise regulations applicable to peddlers, solicitors, and canvassers; containing a savings and severability clause; providing for penalties not to exceed \$500.00; ordering publication; providing and effective date; and providing other matters related to the subject (*M Hayes, City Attorney*).
Attachments: [20240709_Ord 2024-16 Solicitation 2nd reading.pdf](#)
[Amendments from 1st Reading_070524 DRAFT redlined.pdf](#)

6. PUBLIC HEARING AND ORDINANCES, FIRST READING:

- 6.A Ordinance No. 2024-17. An Ordinance annexing two tracts of land into the corporate limits of the City of Kerrville, Texas; one property consisting of approximately 2.02 acres generally located adjacent to and along State Highway 27 as it intersects with Peterson Farm Road; and the other property consisting of approximately 7.10 acres located adjacent to and along State Highway 27 and between the roadway and Peterson Farm Road; such properties more specifically described in this Ordinance; adopting a Service Agreement; establishing the zoning for the annexed properties as an Industrial and Manufacturing (IM) Zoning District; and providing other matters relating to this subject (*D Paxton, Director of Planning and Development*).
Attachments: [20240709_Ord 2024-17 Annex Zone 2 and 7 acres Peterson Farm Road-Hwy 27.pdf](#)
[PZ-2024-14_Case Location Clarification Map.pdf](#) [PZ-2024-14_Current Zoning Map.pdf](#)
[PZ-2024-14_Current Future Land Use Map.pdf](#)
- 6.B Ordinance No. 2024-18. 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 properties known as 575 and 601 Peterson Farm Road from an Airport Zoning District to an Industrial and Manufacturing Zoning District; and providing other matters relating to the subject (*D Paxton, Director of Planning & Development*).
Attachments: [20240709_Ord 2024-18 Zone change 575 and 601 Peterson Farm Road.pdf](#)
[PZ-2024-15_Case Location Clarification Map.pdf](#) [PZ-2024-15_Current Future Land Use Map.pdf](#)
[PZ-2024-15_Current Zoning Map.pdf](#)
[20240709_Letter opposed Featherstone.pdf](#)

7. CONSIDERATION AND POSSIBLE ACTION:

- 7.A Resolution No. 24-2024. A Resolution designating the Hill Country Community Journal (HCCJ) as the official newspaper for the City of Kerrville, Texas; providing authority for the City Manager to act as may be appropriate; providing for an effective date; repealing Resolution No. 31-2018 and any other resolutions in conflict herewith. (*J Behrens, Director of Finance*).
Attachments: [20240709_Reso 24-2024 HCJ Newspaper of Record.pdf](#)
[Newspaper of Record Bid Comparison.pdf](#)

- 7.B Resolution No. 25-2024. A Resolution supporting the Bluewood Multifamily Development, to include the future waiver of the City's parkland dedication fees, building permit fees, and an agreement for tax abatement (*M Hornes, Asst City Manager*).
Attachments: [20240709_Reso 25-2024 Bluewood Apartment Development.pdf](#)
[Tax Rebate or Abatement Calculation 10 year.pdf](#)
[20240709_Presentation Bluewood J Street.pdf](#)

8. **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.*

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

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

ADJOURN.



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

SUBJECT: Recognition of organizations and execution of a multi-agency public safety emergency drill (*Mayor Herring*).

AGENDA DATE OF: July 9, 2024 **DATE SUBMITTED:** June 24, 2024

SUBMITTED BY: Chris McCall, Police Chief

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

RECOMMENDED ACTION:

Recognition.



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

SUBJECT: Kerrville Kindness Award: Recognition of City of Kerrville employees saving a man's life at City Hall Lobby (*Mayor Herring*).

AGENDA DATE OF: July 9, 2024

DATE SUBMITTED: June 27, 2024

SUBMITTED BY: Mayor Joe Herring, Jr.

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

The City of Kerrville recognizes and honors individuals or entities for acts of kindness. On Thursday June 20, 2024, a male citizen was conducting business at City Hall. The citizen, who was coherent, interacting, and engaging, suddenly became unresponsive and unconscious. Thinking quickly, City Hall Receptionist Koy Coffey contacted Public Information Officer Stuart Cunyus and the Multimedia Coordinator Martin Greenwell who ensured the citizen continued breathing freely, did not aspirate, and maintained a heartbeat. Koy Coffey called 911 while Stuart and Martin continued to render aid. KPD Lt. James Machetta arrived on the scene to take over the care of the citizen until EMS arrived. After the incident, Stuart and Martin took it upon themselves to clean and disinfect the incident area, ensuring safety for other citizens; and then cordoning off the area for Maintenance Services to deep-clean. Fellow co-workers of these three City employees recognized Koy, Stuart, and Martin for their heroism by presenting the three with Departmental chips.

RECOMMENDED ACTION:

Present award.



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

SUBJECT: Subscription with CivicPlus for CivicClerk, an agenda and meeting management solution to replace Granicus, in the amount of \$65,928.55 for two years (Cork, Director of Innovation and Technology).

AGENDA DATE OF: July 9, 2024

DATE SUBMITTED: June 25, 2024

SUBMITTED BY: Charvy Cork

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$65,928.55	\$88,000	\$65,928.55	21-2100-4910

PAYMENT TO BE MADE TO: CivicPlus

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

The City of Kerrville currently utilizes Granicus for agenda and meeting management. While Granicus has served the city well, an evaluation of our needs and available options has identified CivicClerk as a better alternative. CivicClerk offers seamless integration with Municode, which is our existing code of ordinances management system. This integration will streamline our processes and improve overall efficiency.

- **Integration with Municode:** CivicClerk's direct integration with Municode will enable us to manage and update our ordinances more efficiently. This integration reduces manual data entry, mitigates the risk of errors, and ensures that our digital records are up-to-date and easily accessible.
- **Cost Savings:** Switching to CivicClerk will result in significant cost savings for the City. The annual subscription fee for CivicClerk is \$3,057.04 less than our current expenditure on Granicus, providing the same functionality and more at a lower cost.
- **Improved Features:** CivicClerk offers enhanced features, including a more user-friendly interface, better customer support, and more robust security measures. These improvements will benefit the City, making the agenda management process more efficient and secure.

- **Better Support:** CivicClerk is known for its excellent customer support. Their support team is readily available and provides timely and effective assistance, ensuring any issues are resolved quickly. This level of support will enhance our staff's ability to manage agendas and meetings without disruptions.

The scope of work / quote includes the following modules:

- **Agenda and Meeting Management:** This module helps manage the entire lifecycle of meetings, from creating agendas to documenting meeting minutes. It allows for easy collaboration among staff members, streamlines the approval process, and ensures that all meeting materials are organized and accessible.
- **CivicPlus Media:** The CivicPlus Media module integrates multimedia content into the meeting and agenda management process. It enables the embedding of videos, documents, and other media types within agendas and minutes, enhancing the accessibility and transparency of meetings.
- **Live Meeting Manager:** This module provides tools for managing live meetings, including tools for real-time voting, tracking attendance, and displaying live meeting agendas. It supports a streamlined, paperless meeting environment and enhances engagement during live sessions.
- **Historical Data Import:** The Historical Data Import module allows for the migration of past meeting data into the CivicClerk system. This ensures that all historical records are preserved and accessible within the new platform, providing continuity and ease of reference.
- **Closed Captioning:** The Closed Captioning module offers automated or manual transcription services for meeting videos, ensuring that all video content is accessible to individuals with hearing impairments and compliant with accessibility standards. (Closed captioning is charged per minute and is billed as the service is used. We are estimating twenty hours per month for a total of \$21,600 over the course of two years.)
- **Boards and Commissions:** This module is designed to manage the appointments, terms, and activities of various boards and commissions within the municipality. It simplifies the tracking of membership, meeting schedules, and documentations related to boards and commissions.

By switching to CivicClerk, the City will benefit from a more integrated, cost-effective, and user-friendly agenda and meeting management system. The added features, such as seamless Municode integration, superior customer support, and comprehensive modules including live meeting management and closed captioning, will enhance our operational efficiency and accessibility.

The procurement of CivicClerk is in compliance with our purchasing policy by utilizing the Interlocal Purchasing System Contract #220105 (TIPS Contract #220105).

RECOMMENDED ACTION:

Authorize City Manager to finalize and execute the subscription with CivicPlus for CivicClerk in an amount not to exceed \$65,928.55 for two years. The cost for implementation and a two-year subscription is budgeted in the PEG fund. Future annual costs will be budgeted accordingly.

ATTACHMENTS:

[*20240709 Contract CivicPlus Agenda Software 062624.pdf*](#)



CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy



provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and



intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing



innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus-negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.



19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.
20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.
21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.
22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.
24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.
25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application



agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.



Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN



THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.



Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Customer.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer's continued use of the Services following such updates constitutes Customer's acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-64575-1

2/14/2024 4:15 PM

7/12/2024

Client:

City of Kerrville, TX

Bill To:

Kerrville TX - CivicClerk

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Eric Petersen		eric.petersen@civicplus.com		Net 30

Agenda & Meeting Management

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Agenda and Meeting Management Select Annual Fee	Agenda and Meeting Management Select Annual Fee	USD 12,835.17
1.00	Agenda and Meeting Management Select: Premium Implementation Package	Premium Implementation Package – Up to # of Boards	USD 0.00
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration	USD 1,887.00
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	USD 357.00
2.00	CivicClerk Consulting (1h, virtual)	1 hour Virtual Consulting	USD 408.00
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	USD 612.00

CP Media

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	CivicClerk Media Implementation	CivicClerk Media Implementation Fee	USD 892.50
1.00	Agenda and Meeting Management Select: Media Annual Fee	Unlimited storage, unlimited users, up to 3 concurrent streams	USD 12,223.97

Live Meeting Manager

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Live Meeting Manager Annual Fee	CivicClerk Live Meeting Manager Annual Fee - Live Meeting, Electronic Voting, Display Pages	USD 7,754.07

Historical Data Import

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	USD 2,231.25

Closed Caption

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Live Streaming Media CC/ Transcription - Machine Annual	Live Streaming Media Closed Captioning/Transcription – Machine. Invoiced monthly based on use; priced per minute.	USD 0.00
1.00	On-Demand Media CC/ Transcription - Machine Annual	On-Demand Media Closed Captioning/Transcription – Machine. Invoiced monthly based on use; priced per minute.	USD 0.00
1.00	On-Demand Media CC - Human Annual	On-Demand Media Closed Captioning/Transcription – Human. Invoiced monthly based on use; priced per minute.	USD 0.00

Boards Applications

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Boards and Committees Applications Annual Fee – Process Automation	Boards and Committees Applications Annual Fee – Process Automation: 20 Standard Boards	USD 9,167.98
1.00	Boards and Committees Applications Setup Fee – Process Automation	Boards and Committees Applications Setup Fee – Process Automation: 20 Standard Boards	USD 850.00

Initial Term Discount

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -4,890.39

List Price -- Initial Term Total	USD 55,160.77
Total Investment - Initial Term	USD 44,328.55
Annual Recurring Services (Subject to Uplift)	USD 18,545.40

Initial Term	Beginning at signing and ending 9/30/2026, Renewal Term 10/1 each calendar year
Initial Term Invoice Schedule	100% invoiced on 10/1/2024
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 4

This Statement of Work ("SOW") and the Interlocal Purchasing System Contract #220105 ("TIPS Contract #220105") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Customer acknowledges and agrees that in order to achieve the timeline commitments described below, must both return this SOW signed and additionally complete the AMMS Questionnaire as provided by CivicPlus in full prior to July 12, 2024, and additionally meet CivicPlus on all scheduled meetings/trainings as described below. Any failure to meet the aforementioned requirements renders the timeline commitments below null and void.

Phase I (November 1, 2024 Launch)

Agenda and Meeting Management Initial System Configuration and Training (Customer will be required to attend scheduled & approved training sessions)

CivicPlus Media launch – Would require customer to have equipment on hand at kickoff call

(Customer will be required to attend scheduled & approved training sessions) - Customer can leverage recorded trainings

Live Meeting Manager launch

Import: Customer obtains files for Import by August 30, 2024.

Phase II (After November 1, 2024 System Launch)

Boards and Committees Applications Module

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

City of Kerrville

Billing Contact:

Sureena Cripps

Title:

Accounts Payable Supervisor

Billing Phone Number:

830-258-1123

Billing Email:

accountspayable@kerrvilletx.gov

Billing Address:

701 Main Street

Kerrville, Texas 78028


Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

ATTEST:

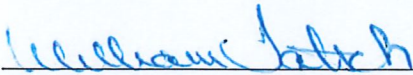
Shelley McElhannon, City Secretary

APPROVED AS TO FUNDING:

DocuSigned by:


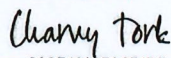
92CD81ADCEDA4BA...
Julie Behrens, Director of Finance

APPROVED AS TO FORM:



William L. Tatsch, Asst. City Attorney

APPROVED AS TO CONTENT:

DocuSigned by:


C2CE46A3FAC74DE...
Charvy Tork, Director of Information
Technology

CivicPlus
Statement of Work
Q-64575-1
Texas Contract Certifications

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

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

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

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

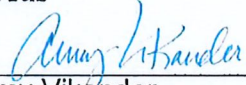
1. CivicPlus does not boycott energy companies; and
2. CivicPlus will not boycott energy companies during the term of the Agreement.

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

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

E. Prohibition on Contracts with Companies Related to Certain Countries. Where this Agreement pertains to "critical infrastructure," as defined by Section 2275.0101, Texas Government Code, CivicPlus 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.

CivicPlus


By: Amy Vikander
Title: Senior VP of Customer Success
Date: 6/28/2024

Solutions and Services Terms and Conditions – CivicPlus Platform

Please read these terms carefully.

The applicable CivicPlus Solution and Services Terms and Conditions (those terms for the specific CivicPlus solutions and services you have purchased via a statement of work) form part of the legal and binding agreement between the Customer and CivicPlus and are hereby incorporated therein (referred to as the "Solution and Services Terms").

If you are using any of the solutions and services described below, the terms corresponding to those solutions and services apply to your use. CivicPlus periodically updates this page by posting a revised terms on this page, please check back here for current information.

Definitions used throughout the Solutions and Services Terms and are defined herein, any capitalized term used herein not defined shall have the definition ascribed to in the Master Services Agreement ("MSA") or the applicable Statement of Work ("SOW") signed by the Customer. In the event of a conflict between the terms herein and any applicable SOW, the applicable SOW shall control.

- "Customer Data" means data, information, or material that the Customer, or its residents, submit to the Service in the course of using the Service data, information, or material that the Customer submit to the Service in the course of using the Service.
- "MSA" means the CivicPlus Master Services Agreement.
- "Services" used herein shall refer to the solutions and services listed on the Customer's Statement of Work and within in each respective article and/or header.
- "Parties" means CivicPlus, LLC ("CivicPlus") and the Customer that enters into engagement for Services with CivicPlus.
- "PHI" means protected health information.
- "PII" means personally identifiable information.
- "PCI" means payment card industry information.
- "SOW" means the applicable Statement of Work signed by the Customer for CivicPlus Services.



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

SUBJECT: Non-exclusive license agreement between the City of Kerrville and Heart of the Hills Farmers Market, Inc. for use of the Dallas Daughtry Boardwalk Pavilion (A Boyle, Director of Parks and Recreation).

AGENDA DATE OF: July 9, 2024

DATE SUBMITTED: June 28, 2024

SUBMITTED BY: Ashlea Boyle, Director Parks & Recreation

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes
Key Priority Area	D - Downtown Revitalization
Guiding Principle	N/A
Action Item	D4.3 - Partner with Downtown stakeholders and others to program more Downtown events (art, music, recreation, Farmers Market, special interests) to attract greater public and visitor traffic

SUMMARY STATEMENT:

The Heart of the Hills Farmers Market, Inc. has requested the use of the City's downtown pavilion to host its farmers market on Saturdays. The market will be held in the privately owned parking lot and permission has been granted by the property owner. The pavilion will be used for entertainment with electrical requirements, and other event-related purposes.

Pursuant to the adopted fee schedule, the rental fee is \$100 per hour. The rental fee would equal \$2,400 per month. Because this is a new event downtown that would be ongoing every Saturday, encouraging traffic to downtown, staff has negotiated a reduced fee of \$100 per month, which is more than reasonable for the use. Resolution No. 11-2023 authorizes the Director of Parks and Recreation to adjust fees.

The draft agreement is attached. City Council action is required for license agreements. Staff recommends approval of the agreement.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute the agreement.

ATTACHMENTS:

[20240709_License Agreement_Heart of Hills Farmers Market for Boardwalk Pavilion.pdf](#)

**NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE CITY OF
KERRVILLE AND HEART OF THE HILLS FARMERS MARKET, INC. FOR
USE OF THE DALLAS DAUGHTRY BOARDWALK PAVILION**

This Non-Exclusive License Agreement ("License") is made and entered into by and between the **CITY OF KERRVILLE, TEXAS** ("City") and **HEART OF THE HILLS FARMERS MARKET, INC.** ("HHFM" or "Licensee"), as follows:

1. **Grant of Non-Exclusive License.** In consideration of and subject to the terms, provisions, and covenants herein contained, City hereby grants to HHFM a non-exclusive license to use the Dallas Daughtry Boardwalk Pavilion in the City of Kerrville, Kerr County, Texas ("Licensed Premises"), identified as the yellow box on the map attached hereto as **Exhibit "A"** and incorporated by reference, for farmer's market activities from 7:00 a.m. to 1:00 p.m. every Saturday.

2. **Term.** The term of this License shall begin on upon execution of this License and end June 1, 2025 ("Initial Term"), subject to renewal or earlier termination as herein provided. The License can be renewed upon written notice and agreement of terms by either party at least sixty (60) days before the termination of the Initial Term or any subsequent Renewal Term.

3. **Termination Election.** City and HHFM each shall have the right, either with or without cause, to terminate this License upon not less than thirty (30) days' prior written notice to the other party. Upon such termination, City and HHFM shall be relieved of all further obligations hereunder except only for obligations accruing prior to the effective date of termination.

4. **Use.** Licensee shall comply with and perform the following with respect to its use of the Licensed Premises:

- a. Licensee shall use the Licensed Premises and all improvements thereon for a farmer's market and its related activities and for no other purpose.
- b. Licensee shall inspect the Licensed Premises prior to each use to ensure that they are safe for all intended uses.
- c. Licensee shall take all reasonable action to ensure that all rules, regulations, and ordinances adopted by City that are applicable to the Licensed Premises are followed, including the prohibition of smoking, alcohol, drugs, firearms, or pets on the Licensed Premises. City shall provide Licensee with a written copy of the rules, regulations, and ordinances that Licensee shall address.

- d. Licensee shall ensure that all persons and activities are adequately supervised at all times during use;
- e. Licensee shall pick-up trash within the Licensed Premises at the end of each use and dispose of it in the proper receptacles.
- f. Licensee shall provide both a primary and secondary point of contact to the City, to include name, telephone number(s), and email address. City will only communicate through these contacts with respect to the License.
- g. Licensee shall immediately report any maintenance issues or defective equipment to the City.
- h. Licensee shall refrain from any activity in relation to and use of the Licensed Premises that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or any other protected class in accordance with federal and state laws.
- i. Licensee shall not install, place, or use any sign on the Licensed Premises without the prior written consent of the City, City's consent shall be subject to the City's sign and park regulations.

5. **City's Responsibilities.** City shall perform the following services:

- a. City is not responsible for security or providing traffic control on the Licensed Premises.
- b. City shall provide notice to Licensee's point of contact when the Licensed Premises are closed due to inclement weather or when any portion thereof is deemed unsafe or unusable such that Licensee's use would be affected. City shall use its best effort to provide Licensee as much notice as possible.
- c. City's point of contact to Licensee is the Recreation Manager. Where such person is unavailable, Licensee may contact the Assistant Director of Parks and Recreation. City shall provide Licensee with contact information for both.

6. **Insurance.** Licensee shall purchase public liability and casualty insurance from an insurance company licensed to do business in the State of Texas. City must approve the policy prior to the use of the Licensed Premises by Licensee. The policy shall be in the amount of \$500,000.00 per person and \$1,000,000.00 per

occurrence and shall cover the Licensed Premises for the duration of Licensee's and Heart of the Hills Farmers Market, Inc.'s use of the Licensed Premises. Upon execution of this License, Licensee shall provide the City with a copy of a certificate of insurance showing premium prepaid for the Initial Term. In the event Licensee fails to maintain the insurance coverage, the License shall terminate without notice from City to Licensee. The public liability and casualty insurance policy shall name City as an "additional insured" and include a waiver of subrogation provision in favor of City. The policy and any renewal shall provide that the City be notified thirty (30) days prior to cancellation or modification of any coverage. Language to the effect that the insurance company will "endeavor" or "attempt" to so notify the City is not sufficient. Licensee shall provide renewal policies and any necessary endorsements to City at least ten (10) days prior to each expiration date. The policy must remain in effect for the entire term of this License and any renewals.

7. **Alterations and Improvements.** Licensee shall not make any alterations, additions or improvements to the Licensed Premises.

8. **City Access.** City shall maintain access to the Licensed Premises at all times for any purpose.

9. **Termination for Safety Violation or Unlawful Use.** Licensee shall neither use nor occupy nor permit the Licensed Premises or any part thereof to be used or occupied for any unlawful purpose, or for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. Licensee shall comply with all laws, ordinances, orders, rules and regulations of federal, state, and local entities having any jurisdiction thereof relating to the use, condition, or occupancy of the Licensed Premises. Notwithstanding any other provision of this License, any violation of this provision, or a gross violation of any safety-related provision herein, shall entitle the City to terminate this License immediately.

10. **INDEMNIFICATION.** LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS OFFICIALS, EMPLOYEES AND AGENTS HARMLESS OF AND FROM ALL CLAIMS, DEMANDS, LIABILITY, LOSS, COST AND EXPENSE (INCLUDING ATTORNEY'S FEES AND COST OF LITIGATION) IN ANY MANNER ARISING OUT OF OR RESULTING FROM THE USE OF THE LICENSED PREMISES BY LICENSEE OR LICENSED PERMISES USERS OR THE EXISTENCE OF LICENSEE AND LICENSEE'S IMPROVEMENTS AND PERSONALTY ON THE PREMISES, INCLUDING BUT NOT LIMITED TO ANY AND ALL LIABILITY, LOSS, COST AND EXPENSE ARISING FROM CLAIMS OR DEMANDS BY LICENSEE OR LICENSED PREMISE USERS.

11. **Entire Agreement/Amendments.** This license contains the entire agreement between the parties and supersedes all prior written or oral agreements between the parties pertaining to the Licensed premises. Only an instrument in writing signed by both parties may amend this Agreement.

12. **Assignment or Sublicense.** Licensee shall not assign or sublicense this License or any part of the Licensed Premises.

13. **Casualty.** In the event of property damage caused by Licensee or Licensed Premises Users, Licensee shall immediately notify the City and shall thereafter restore all damaged improvements within thirty (30) days. Within this 30-day period, Licensee may notify City that such improvements will take longer than this period to which City shall not unreasonably delay or deny approval.

14. **No Other Relationship.** This License constitutes the entire agreement between City and Licensee. Nothing contained herein shall be construed to create any principal/agent, employer/employee, joint venture, partnership, or other arrangement between City and Licensee.

15. **Default.** If either party hereto shall fail to perform any obligation of such party as herein set forth, and such failure shall continue for a period of (10) days after written notice of default, except for Licensee's insurance obligations above provided, for which no notice or opportunity to cure shall be given, or for safety-related reasons, the party not in default shall have the right, at such party's option, and in addition to any other remedies available at law or in equity, to terminate this Agreement by notice to the party in default. The failure of either party to declare any default immediately upon the occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but such party shall have the right to declare any such default at any time and take such action as might be authorized hereunder or that may be available at laws or in equity.

16. **Notice.** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when (1) deposited in the United States mail as certified mail, return receipt requested, and addressed to the parties hereto at their respective addresses as set forth below; or (ii) sent as email as specified below:

City: City of Kerrville, Texas
Attention: Director of Parks & Recreation Department
Email: recreation@kerrvilletx.gov
City Hall, 701 Main Street
Kerrville, Texas 78028

Licensee: Heart of the Hills Farmers Market, Inc.
Joseph Martin, President
315 Saddlewood Boulevard
Kerrville, Texas 78028
Email: jmartin@provosty.com

17. **Fee.** Licensee shall pay City \$100.00 monthly for its use of the Licensed Premises. Licensee shall deliver payment to the Parks and Recreation Department Office located at 2385 Bandera Highway on or before the tenth (10th) day of each month during the term of this License.

18. **Warrant of Capacity.** Each individual and entity executing this Agreement hereby represents and warrants that he, she, or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she, or it is executing this License to the terms hereof.

19. **Approval Authority.** In this License, wherever an act requires approval by or consent of the City, such approval or consent may be obtained from the City Manager or designee.

20. **Governing Law and Enforcement.** This License shall be governed by the laws of the State of Texas and shall be performable in Kerr County. Venue for any dispute arising between the parties to this License shall be in Kerr County, Texas

21. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **Representations.** Each signatory represents this License has been read by the party for which this License is executed and that such party has had an opportunity to confer with its counsel.

23. **Miscellaneous Drafting Provisions.** This License shall be deemed drafted equally by all parties hereto. The language of all parts of this License shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this License are for the convenience of the parties and are not intended to be used in construing this document.

24. Governmental Immunity. The parties agree that City has not waived its governmental immunity by entering into and performing its obligations under this License.

25. No Third Party Beneficiaries. Nothing in this License shall be construed to create any right in any third party not a signatory to this License, and the parties do not intend to create any third party beneficiaries by entering into this License.

Signed and agreed by the authorized representatives of City and Licensee on the dates indicated below.

CITY OF KERRVILLE, TEXAS

**HEART OF THE HILL FARMERS
MARKET, INC.**

By: _____
Dalton Rice, City Manager

By: _____
Joseph Martin, President

Date: _____

Date: _____

ATTEST:

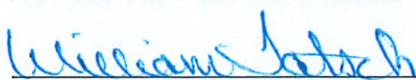
APPROVED AS TO INSURANCE:

Shelley McElhannon, City Secretary

Kimberly Meisner, Asst. City Manger

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



William L. Tatsch, Asst. City Attorney

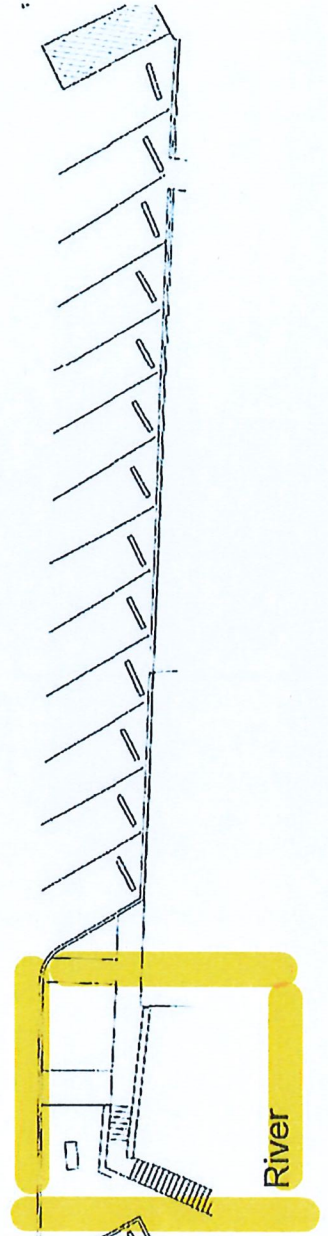
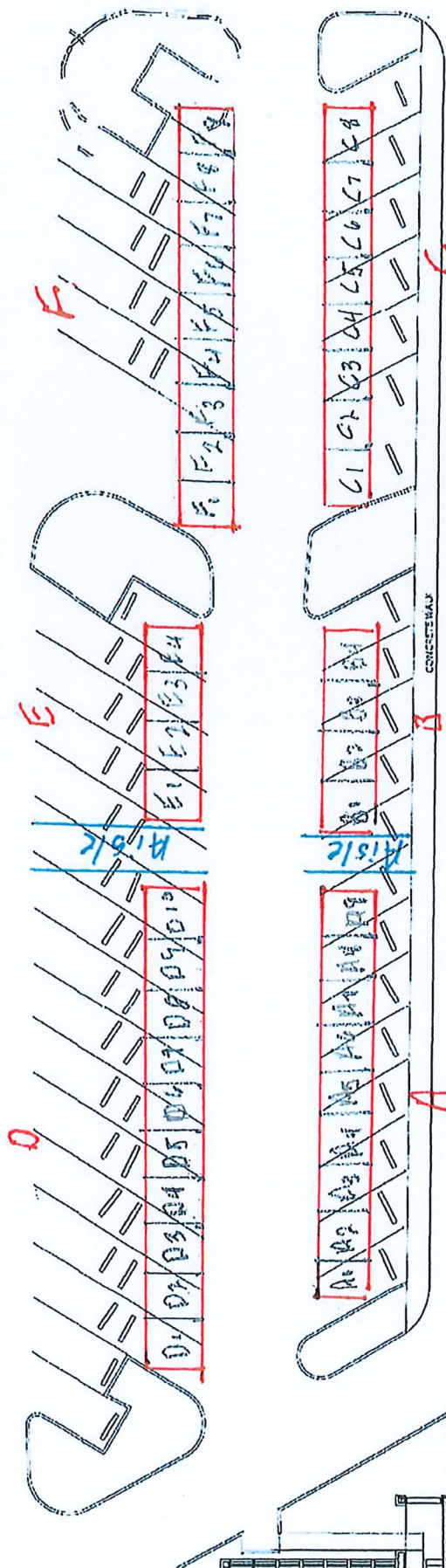
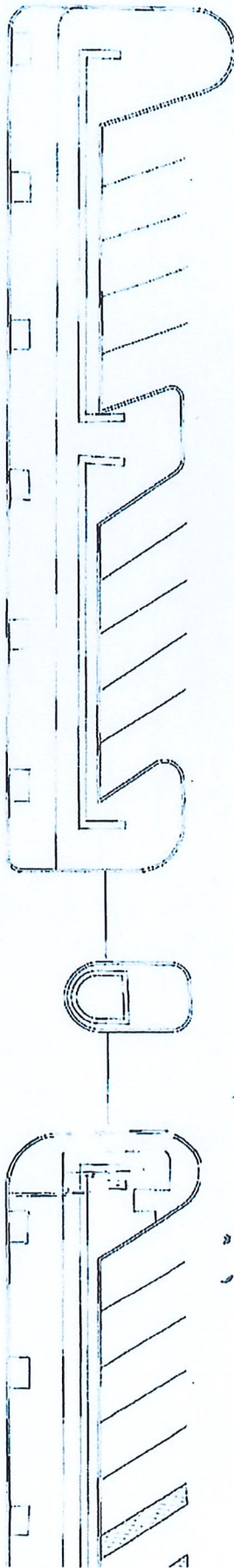
Ashlea Boyle, Director of Parks &
Recreation

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EXHIBIT A

Licensed Area Designated in Yellow

Water Street



River



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

SUBJECT: City Council workshop minutes June 25, 2024 (*S McElhannon, City Secretary*).

AGENDA DATE OF: July 9, 2024

DATE SUBMITTED: June 27, 2024

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

City Council workshop minutes June 25, 2024 at 4:00 p.m.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[20240709_Minutes CC workshop 6-25-24 4pm.pdf](#)

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

**JUNE 25, 2024 4:00 PM
701 MAIN STREET, KERRVILLE, TEXAS**

CALL TO ORDER: On June 25, 2024 at 4:00 p.m., the City Council workshop was called to order by Mayor Joe Herring, Jr. at City Hall Council Chambers, 701 Main Street.

COUNCILMEMBERS PRESENT:

Joe Herring, Jr., Mayor
Delayne Sigerman, Council Place 1
Jeff Harris, Council Place 2
Kent McKinney, Council Place 3
Brenda Hughes, Council Place 4/Mayor Pro Tem

COUNCILMEMBERS ABSENT:

None

CITY STAFF PRESENT:

Dalton Rice, City Manager
Mike Hayes, City Attorney
Michael Hornes, Asst City Manager
Kim Meismer, Asst City Manager
Shelley McElhannon, City Secretary

VISITOR(S) PRESENT:

Tom Brandt, Fanning Harper Martinson Brandt & Kutchin, P.C.
Laura O'Leary, Fanning Harper Martinson Brandt & Kutchin, P.C.

1. PUBLIC COMMENT: None

Mayor Joe Herring, Jr. made a motion to convene Executive Session under 551.071 (consultation with attorney) and 551.087 (deliberation regarding economic development negotiations), seconded by Councilmember Jeff Harris. The motion passed 5-0. At 4:01 p.m., the open workshop recessed and Council convened into closed Executive Session.

2. EXECUTIVE SESSION:

2A. Liberty in Action Network, Terri Hall, and Rachel Vickers, Plaintiffs v. City of Kerrville, Texas, Defendant, Civil Action No. 5:24-CV-00403, US court for the Western District of Texas, San Antonio Division. (551.071)

2B. Deliberation of competitive matters regarding wholesale market activities of the Kerrville Public Utility Board (KPUB), to include power supply projects (551.086, 551.071).

At 5:12 p.m., the closed Executive Session adjourned and open workshop reconvened. Item 2B was not discussed during Executive Session. No action taken during Executive Session.

3. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION IF ANY: None

ADJOURN. The workshop adjourned at 5:12 p.m.

APPROVED BY COUNCIL: _____ ATTEST:

Joe Herring, Jr., Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: City Council meeting minutes June 25, 2024 (*S McElhannon, City Secretary*).

AGENDA DATE OF: July 9, 2024

DATE SUBMITTED: June 27, 2024

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

City Council meeting minutes June 25, 2024 at 6:00 p.m.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[20240709_Minutes CC meeting 6-25-24 6pm.pdf](#)

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
JUNE 25, 2024 6:00 PM**

On June 25, 2024 at 6:00 p.m., Mayor Joe Herring, Jr. called the Kerrville City Council meeting to order in City Hall Council Chambers, 701 Main Street. Councilmember Brenda Hughes provided the invocation, and led the Pledge of Allegiance.

COUNCILMEMBERS PRESENT:

Joe Herring, Jr., Mayor
Delayne Sigerman, Councilmember Place 1
Jeff Harris, Councilmember Place 2
Kent McKinney, Councilmember Place 3
Brenda Hughes, Councilmember Place 4/Mayor Pro Tem

COUNCILMEMBER ABSENT:

None

CITY EXECUTIVE STAFF:

Dalton Rice, City Manager
Mike Hayes, City Attorney
Michael Hornes, Asst City Manager
Kim Meisner, Asst City Manager
Shelley McElhannon, City Secretary
David Barrera, Director of Utilities
Stuart Barron, Executive Director
Julie Behrens, Director of Finance

Stuart Cunyus, Public Information Officer
Jerel Hailey, Asst Chief of Police
Brandon Kelly, Asst Street Division Mgr
Eric Maloney, Fire Chief
Drew Paxton, Director of Planning
Charvy Tork, Director of IT
Anello Zanoni, Management Intern

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

Amy Dozier, CFO Kerrville Public Utility Board
Stefanie Leibe with NortonRoseFulbright, Legal for KPUB

1. ANNOUNCEMENTS OF COMMUNITY INTEREST:

Community announcements provided by Stuart Cunyus.

2. PRESENTATION(S):

2A. Kerrville Kindness award: Life jacket project.

Mayor Herring presented the Kerrville Kindness award for the life jacket project to Peterson's Health (represented by Darin Smith), Gibson's Discount Center (represented by Doug Hertzler), and the Kroc Center (represented by Senior Kroc Center Officer Major Jeremiah Romack).

2B. Proclamation: Peterson Health's 75th Anniversary.

Mayor Herring presented a proclamation to Tim Rye recognizing 75 years of service by Peterson's Health care in Kerrville, Texas.

3. VISITORS FORUM:

The following person(s) spoke:

- Katy Kappel and Martha Hix
- Mike and Jan Pieraccini
- Nikki Caines
- Anthoney Farmer

4. CONSENT AGENDA:

Councilmember Kent McKinney made a motion to approve the consent agenda, seconded by Councilmember Hughes. The motion passed 5-0.

4A. Non-Exclusive License Agreement between City of Kerrville and Kerrville Urban Trails System for hanging of string lighting over intersection of Hays and Jefferson Streets.

4B. City Council workshop minutes June 11, 2024.

4C. City Council meeting minutes June 11, 2024.

4D. City Council retreat minutes June 14, 2024.

4E. City Council budget workshop minutes for June 18, 2024.

END OF CONSENT AGENDA.

5. ORDINANCE(S), FIRST READING:

5A. Ordinance No. 2024-15. An Ordinance amending Chapter 70 “Offenses and Miscellaneous Provisions”, Article III “Electioneering at polling locations”, of the City’s Code of Ordinances to revise this article as to regulations applicable to electioneering and other conduct on city-owned or city-controlled property being used as a polling place; containing a savings and severability clause; providing for penalties not to exceed \$500.00; ordering publication; providing an effective date; and providing other matters related to the subject.

Shelley McElhannon read Ordinance No. 2024-15 caption into record.

Mike Hayes provided information and responded to questions.

The following person(s) spoke:

- Barbara Dewell-Ferguson
- Nikki Caines

Councilmember Delayne Sigerman made a motion to approve Ordinance No. 2024-15 on first reading, seconded by Councilmember Hughes. The motion passed 5-0.

5A. Ordinance No. 2024-16. An Ordinance amending Chapter 30 “Business”, Article VI “Solicitations” of the City’s Code of Ordinances to revise regulations applicable to peddlers, solicitors, and canvassers; containing a savings and severability clause; providing for penalties not to exceed \$500.00; ordering publication; providing an effective date; and providing other matters related to the subject.

Shelley McElhannon read Ordinance No. 2024-16 caption into record.

Mike Hayes provided information and responded to questions.

The following person(s) spoke:

- Jane Rucker
- Mike Hayes will reach out to Jane Rucker to respond to questions.
- Barbara Dewell-Ferguson
 - Nikki Caines
 - George Baroody

Councilmember Hughes made a motion to approve Ordinance No. 2024-16 on first reading, seconded by Councilmember McKinney. The motion passed 5-0.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Resolution No. 28-2024. A Resolution authorizing and approving creation of Kerrville Public Utility Board Public Facility Corporation and approving certificate of formation and bylaws therefor and appointing directors thereof.

Shelley McElhannon read Resolution No. 28-2024 caption into record.

Amy Dozier and Stephanie Leibe provided information and responded to questions.

The following person(s) spoke:

- George Baroody

Stephanie Leibe provided clarification, and Dalton Rice provided information.

Councilmember Jeff Harris made a motion to approve Resolution No. 28-2024, seconded by Councilmember McKinney. The motion passed 5-0.

6B. Resolution No. 26-2024. A Resolution for the release of an area from the City's Extraterritorial Jurisdiction, such property generally located south of Lower Turtle Creek Rd. and consisting of approximately 163.2 acres.

Shelley McElhannon read Resolution No. 26-2024 caption into record.

Drew Paxton provided information and responded to questions.

Councilmember McKinney made a motion approve Resolution No. 26-2024, seconded by Councilmember Hughes. The motion passed 5-0.

6C. Resolution No. 27-2024. A Resolution for the release of an area from the City's Extraterritorial Jurisdiction, such property generally located south of Lower Turtle Creek Rd. and consisting of approximately 45.3 acres.

Shelley McElhannon read Resolution No. 27-2024 caption into record.

Drew Paxton provided information and responded to questions.

Councilmember Hughes made a motion approve Resolution No. 27-2024, seconded by Councilmember Harris. The motion passed 5-0.

6D. Resolution No. 29-2024. A Resolution for the release of an area from the City's Extraterritorial Jurisdiction, such property generally located adjacent to Cypress Creek Rd. and consisting of approximately 30.5 acres.

Shelley McElhannon read Resolution No. 29-2024 caption into record.

Drew Paxton provided information and responded to questions.

Councilmember McKinney made a motion approve Resolution No. 29-2024, seconded by Councilmember Sigerman. The motion passed 5-0.

6E. Request for "major waiver" of requirements of Subdivision Code for property located adjacent to and between Highway 27 and Peterson Farm Road, such property consisting of approximately 15.24 acres.

Shelley McElhannon read item 6E caption into record.

Drew Paxton provided information and responded to questions.

Mayor Herring made a motion approve the request for a major waiver as presented, seconded by Councilmember McKinney. The motion passed 5-0.

6F. Brightly Software Inc. Agreement for work orders and asset management by various Public Works departments/divisions, not to exceed \$30,960.00.

Shelley McElhannon read item 6F caption into record.
David Barrera provided information and responded to questions.

Councilmember Hughes made a motion authorize the City Manager to finalize and execute a three-year agreement, seconded by Councilmember Harris. The motion passed 5-0.

7. INFORMATION & DISCUSSION:

7A. Presentation regarding cost recovery billing for vehicle accidents and responses from the Kerrville Fire Department.

Fire Chief Eric Maloney presented information and responded to questions.

General consensus of City Council is to direct staff to proceed forward.

7B. Proposed Stormwater Drainage Fee.

Anello Zaroni, Stuart Barron, and Julie Behrens presented information and responded to questions.

The following person(s) spoke:

- Peggy McKay

Stuart Barron provided clarification.

General consensus of City Council is to direct staff to proceed forward with a tier-rate structure plan.

7C. Monthly Financial Report for month-ended May 31, 2024.

Julie Behrens provided information and responded to questions.

8. EXECUTIVE SESSION:

Executive Session was not called nor convened.

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

10. ITEM(S) FOR FUTURE AGENDAS: None.

ADJOURN. The meeting adjourned at 7:56 p.m.

APPROVED BY COUNCIL: _____

APPROVED:

ATTEST:

Joe Herring Jr., Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: Ordinance No. 2024-15, second reading. An Ordinance amending Chapter 70 "Offenses and Miscellaneous Provisions", Article III "Electioneering at polling locations", of the City's Code of Ordinances to revise this article as to regulations applicable to electioneering and other conduct on city-owned or city-controlled property being used as a polling place; containing a savings and severability clause; providing for penalties not to exceed \$500.00; ordering publication; providing an effective date; and providing other matters related to the subject (*M Hayes, City Attorney*).

AGENDA DATE OF: July 9, 2024

DATE SUBMITTED: June 27, 2024

SUBMITTED BY: Mike Hayes, City Attorney

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Upon review of the City's existing regulations, the City Attorney has revised Ch. 70, Art. III "Electioneering at Polling Locations" and submitted a proposed ordinance with amendments for Council's review. The City Attorney will review the amendments with Council during the meeting.

On Tuesday, June 25, 2024, City Council unanimously approved Ordinance No. 2024-15 on first reading.

RECOMMENDED ACTION:

Approve Ordinance No. 2024-15 on second reading.

ATTACHMENTS:

[20240709_Ord 2024-15 Electioneering 2nd reading.pdf](#)

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

AN ORDINANCE AMENDING CHAPTER 70 "OFFENSES AND MISCELLANEOUS PROVISIONS", ARTICLE III "ELECTIONEERING AT POLLING LOCATIONS", OF THE CITY'S CODE OF ORDINANCES TO REVISE THIS ARTICLE AS TO REGULATIONS APPLICABLE TO ELECTIONEERING AND OTHER CONDUCT ON CITY-OWNED OR CITY-CONTROLLED PROPERTY BEING USED AS A POLLING PLACE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PENALTIES NOT TO EXCEED \$500.00; ORDERING PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, City Council seeks to provide for the orderly use of City property and other property where City elections may be held; and

WHEREAS, Chapter 61 of the Texas Election Code (the "Code") provides regulations as to the conduct of elections, to include Section 61.003, which makes it unlawful for any person to loiter or to electioneer within 100 feet of an outside door through which a voter may enter the building in which a polling place is located; and

WHEREAS, Section 61.003 of the Code states that an entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises outside of a 100 foot buffer zone surrounding an outside door through which a voter may enter the building being used as a polling place, but the entity that owns or controls the public building being used as a polling place may enact reasonable regulations concerning the time, place, and manner of such activities; and

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

WHEREAS, Section 61.003 of the Code defines "voting period" to mean the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later; and

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

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

WHEREAS, except during the voting period as defined by the Code, the City limits the use of the Auditorium parking lot to parking for patrons attending events at the Auditorium, participants in events at the Auditorium, and individuals working at or within the Auditorium; and

WHEREAS, except during the voting period as defined by the Code, the City prohibits members of the public from loitering, picnicking, carrying signs, posting signs, or installing signs on or in the greenspace between the Auditorium and Jefferson Street; and

WHEREAS, the City prohibits members of the public from loitering, carrying signs, posting signs, or installing signs within the medians and islands within the Auditorium parking lot, many of which contain trees and/or other landscaping; and

WHEREAS, the City prohibits members of the public from obstructing access to the Auditorium parking lot; and

WHEREAS, the City's sign ordinance (Ch. 92, City Code) generally prohibits members of the public from installing signs on City property or above any City property, including public rights-of-way, and provides restrictions on sign heights and locations to preserve sight lines and to protect access to sidewalks, recreational trails, streets, drives, and parking areas; and

WHEREAS, City Council recognizes that the right to vote is at the heart of our democracy; and

WHEREAS, Section 43.034 of the Code requires polling places to be accessible to and usable by the elderly and persons with physical disabilities; and

WHEREAS, the City's residents include a significant number of retirees, and the median voter age was 70 years old for the elections held during the Spring of 2024; and

WHEREAS, Section 62.0115 of the Code recognizes that voters have the right to vote in secret and free from intimidation; and

WHEREAS, City Council seeks to secure its citizens' right to vote in an environment free from intimidation, harassment, confusion, and obstruction; and

WHEREAS, City Council recognizes that the right to engage in political discourse is also a fundamental constitutional right; and

WHEREAS, City Council seeks to accommodate both the right to engage in political discourse and the right to vote in an environment free from intimidation, harassment, confusion, and obstruction with regulations that balance these rights and provide clear guidance for compliance and where necessary, enforcement; and

WHEREAS, prior to the elections held during the Spring of 2024, City personnel received multiple complaints from citizens about experiencing intimidation, harassment, and difficulty getting from their vehicles to the polling place; and

WHEREAS, prior to the elections held during the Spring of 2024, City personnel received reports of citizens deciding not to vote due to concerns about intimidation, harassment, and obstruction at the polling place; and

WHEREAS, City personnel received several compliments from voters who participated in the elections held during the Spring of 2024 for having the ability to park in such a way that they could enter the polling place without being bothered or even accosted by campaign supporters in the parking lot; and

WHEREAS, in order to operate the Auditorium in a safe and effective manner and to further the general health, safety, and welfare of the community, City Council finds that signs and literature brought by members of the public should not be present on the grounds of the Auditorium outside of the time for voting except for a limited period to put up and remove the signs and that the signs should not be attached to improvements and landscaping; and

WHEREAS, City Council also believes that signs brought by members of the public onto the grounds of the Auditorium when it is being used as a polling place should be set back from the public roadway in order not to impact traffic safety or voter safety; and

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

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

SECTION ONE. Chapter 70 “Offenses and Miscellaneous Provisions”, Article III “Electioneering at Polling Locations” is amended to provide in its entirety as follows:

“ARTICLE III. - ELECTIONEERING AND OTHER CONDUCT AT POLLING LOCATIONS

Sec. 70-41. - Purpose.

The purpose of this article is to provide reasonable time, place, and manner regulations for electioneering on the grounds of City-owned or City-controlled public property when such property is used as an election polling place and to provide reasonable regulations for conduct on City property surrounding a public building being used as a polling place during an election. These regulations are intended to: preserve citizens’ ability to engage in political discourse; prevent interference with citizens’ right to vote; protect voters from intimidation, harassment, and obstruction; preserve peace and order around polling places located on public property; encourage citizens to vote; mitigate safety concerns; prevent damage to public property; and ensure that such property is sufficiently available for patrons who use the facilities other than for election purposes.

Sec. 70-42. - Definitions.

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

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

Electioneering means the posting, use, or distribution of political signs or literature.

Polling place means a City-owned or City-controlled public building that is being used for voting during an election.

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

Sec. 70-43. - Regulations and exceptions.

- (a) The following regulations apply to electioneering and other conduct on the grounds of a City-owned or City-controlled public building being used as a polling place during an election:
- (1) It is prohibited for a member of the public to leave any sign or literature/written materials for distribution on the grounds of a City-owned or City-controlled public building being used as a polling place other than during the voting period each day and for 30 minutes before and after the voting period each day.
 - (2) It is prohibited for a person to engage in electioneering or to loiter or congregate in driveways leading into the parking lot, medians within the parking lot, driving or walking lanes within the parking lot, or within parking spaces on the grounds of a City-owned or City-controlled public building being used as a polling place. This restriction does not apply to areas within the parking lot specifically designated for electioneering or to electioneering signs that are attached to vehicles that are lawfully parked on the grounds of a City-owned or City-controlled public building being used as a polling place. For elections held at the Auditorium, electioneering within the parking lot may only occur in the designated area(s) shown on the map below and may only occur during the voting period each day and for 30 minutes before and after the voting period each day. For elections held at the Auditorium, electioneering may take place on the sidewalks beyond the 100 foot buffer zone required by section 61.003 of the Code. Additionally, for elections held at the Auditorium, electioneering may take place on the greenspace between the Auditorium and Jefferson Street during the voting period each day and for 30 minutes before and after the voting period each day. For elections held at the Auditorium, members of the public may set up shade structures only within the greenspace between the Auditorium and Jefferson Street beginning 30 minutes before and continuing until 30 minutes after the voting period each day, provided that they do not install such structures using posts in ways that may damage any underground utility or irrigation lines. The City Manager is authorized to identify spaces within the areas specified for electioneering and assign these to persons based upon a rotating lottery system that changes daily. Shade structures are not permitted anywhere within the Auditorium parking lot. For elections held at the Auditorium, up to 50 parking spaces will be reserved for use by voters who will not remain on the grounds for more than 15 minutes after they have voted. The map below shows 49 parking spaces that will be reserved for such voters when the Auditorium is used as a polling place unless circumstances prevent these parking spaces from being used during any voting period. Should conditions at the Auditorium prevent the use of

this area, such as construction activities, the City Manager is authorized to designate a comparable area. Upon making this decision, the City Manager shall notify the City Council and candidates. In addition, if a different public building belonging to the City is used as a polling place, and for which the City controls the election, the City Manager shall communicate to the candidates and the public the boundaries of the area(s) where electioneering is permitted on the grounds of the public building as well as the parking spaces reserved for use by voters who will not remain on the grounds for more than 15 minutes after they have voted. The City Manager will physically mark the boundaries of these areas and will clearly mark the parking spaces reserved for voters who will not remain on the grounds more than 15 minutes after they have voted.

- (3) It is prohibited for a person to disrupt, or attempt to disrupt, the voting process by accosting, harassing, obstructing, or intimidating any person traveling to or from the building being used as the polling place.
- (4) It is prohibited for a member of the public to attach, place, or otherwise affix any sign, literature, or written material to any building, tree, shrub, pole, or other improvement on the grounds of a City-owned or City-controlled public building being used as a polling place. In addition, it is prohibited for a member of the public to install or place a sign, table, chair, shade structure, or any other device using posts, in ways that may damage underground utility or irrigation lines on the grounds of a City-owned or City-controlled public building being used as a polling place. "Posts" include wooden, metal, rebar, or plastic stakes.
- (5) It is prohibited for a member of the public to hold or place a sign in a way that obstructs the free passage of vehicles or persons or interferes with traffic sight lines or visibility on the grounds of a City-owned or City-controlled public building being used as a polling place.
- (6) It is prohibited for a member of the public, within 1,000 feet of a building in which a polling place is located, to operate a sound amplification device or a vehicle with a loudspeaker while the device or loudspeaker is being used.
- (7) The City Manager or designee may, without notice, remove and provide for temporary storage of sign(s) which violates a provision of this Article. Thereafter, the City Manager or designee shall attempt to contact the sign owner and arrange a time during normal work hours for the owner or representative to pick-up the sign. If the owner fails to pick up the sign(s) within five business days, the City shall dispose of the signs.

- (8) Except as provided in this Article, members of the public are prohibited from engaging in electioneering, loitering, congregating, setting up shade structures, and installing signs on the grounds of the Auditorium or the grounds of any other City-owned building which is used as a polling place.
- (b) The regulations set forth in (a) above do not apply to any City authorized signs, materials, or other messages on property the City owns or controls.”

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

SECTION THREE. The provisions of this Ordinance repeal and replace all previous ordinances concerning the subject matter provided herein, to include Ordinance No. 2023-20 and Ordinance No. 2014-02.

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

SECTION FIVE. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-8, or its successor section, of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding FIVE HUNDRED DOLLARS (\$500.00).

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

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

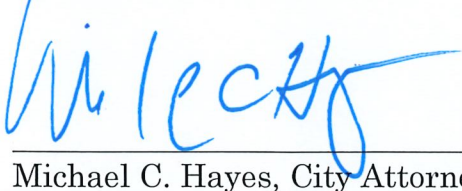
PASSED AND APPROVED ON FIRST READING, this the 25 day of JUNE A.D., 2024.

PASSED AND APPROVED ON SECOND AND FINAL READING, this
the ____ day of _____, A.D., 2024.

Joe Herring Jr., Mayor

APPROVED AS TO FORM:

ATTEST:



Michael C. Hayes, City Attorney

Shelley McElhannon, City Secretary



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

SUBJECT: Ordinance No. 2024-16, second reading. An Ordinance amending Chapter 30 "Business", Article VI "Solicitations" of the City's Code of Ordinances to revise regulations applicable to peddlers, solicitors, and canvassers; containing a savings and severability clause; providing for penalties not to exceed \$500.00; ordering publication; providing and effective date; and providing other matters related to the subject (*M Hayes, City Attorney*).

AGENDA DATE OF: July 9, 2024

DATE SUBMITTED: June 27, 2024

SUBMITTED BY: Mike Hayes, City Attorney

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Upon review of the City's existing regulations, the City Attorney revised Ch. 30, Art. VI "Solicitations" and submitted a proposed ordinance with amendments for Council's review. On Tuesday, June 25, 2024, City Council unanimously approved Ordinance No. 2024-16 on first reading. Following the discussion from this meeting, the City Attorney revised the language to the proposed ordinance, such changes redlined and reflected in an attachment to this item. The City Attorney will review these changes with Council during the meeting and recommend adoption of the ordinance on second reading.

RECOMMENDED ACTION:

Approve Ordinance No. 2024-16 on second reading.

ATTACHMENTS:

[20240709_Ord 2024-16 Solicitation 2nd reading.pdf](#)

[Amendments from 1st Reading_070524 DRAFT redlined.pdf](#)

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

AN ORDINANCE AMENDING CHAPTER 30 “BUSINESS”, ARTICLE VI “SOLICITATIONS” OF THE CITY’S CODE OF ORDINANCES TO REVISE REGULATIONS APPLICABLE TO PEDDLERS, SOLICITORS, AND CANVASSERS; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PENALTIES NOT TO EXCEED \$500.00; ORDERING PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, the City of Kerrville, Texas (“City”) is a home-rule municipality possessing the full power of local self-government, pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of Texas Local Government Code, as amended, and the City’s Charter; and

WHEREAS, regulations on peddlers and other solicitation activities in the City were adopted as early as 1968, and have since been amended and modified multiple times by the City Council as it deemed fit; and

WHEREAS, City residents expect their local government to assist them in preserving their privacy and avoiding petty annoyances that disrupt their quiet enjoyment of their homes; and

WHEREAS, other persons often desire to interrupt and intrude into the quiet enjoyment of a person’s home to solicit donations for causes believed to be worthy of support; to canvas for support for particular religious, ideological, or political causes; or for reasons for securing sales of products or services; and

WHEREAS, per the United States Census Bureau, 27% of the City’s population is aged 65 or over, while this same category for Texas is 13.4%; and

WHEREAS, pursuant to Section 215.075, Texas Local Government Code, City Council has the power and authority to license any lawful business or occupation; and

WHEREAS, an important part of the freedom enjoyed by all citizens and residents of the United States is the right to speak freely, to express ideas that may be unpopular, and to engage others in debate without government interference; and

WHEREAS, the United States Supreme Court consistently recognizes the right and obligation of local governments to protect their citizens from fraud and harassment, particularly when the solicitation of money is involved; and

WHEREAS, a responsibility of government, to include local governments such as cities, is to balance these competing interests in a manner consistent with both the United States and Texas Constitutions, while protecting the privacy of its citizens and attempting to prevent crime and minimize fraud; and

WHEREAS, City Council finds that the regulation of solicitations and similar activities within the City is in the best interest of the health, safety, and welfare of the citizens of the City; and

WHEREAS, based upon the important public policies expressed above, City Council finds it to be in the public interest to amend Chapter 30 of the City's Code of Ordinances as provided herein;

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

SECTION ONE. The facts, recitations, and findings contained in the preamble of this Ordinance are found to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION TWO. Chapter 30 "Business", Article VI "Solicitations" of the Code of Ordinances of the City of Kerrville, Texas, is amended as provided for in **Exhibit A**, which is attached, included herein for all purposes, and hereby adopted.

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

SECTION FOUR. The provisions of this Ordinance repeal and replace all previous ordinances concerning the subject matter provided herein, to include Ordinance No. 2024-03.

SECTION FIVE. It is officially found and determined that the meetings at which this Ordinance is passed were open to the public as required and that public notice of the time, place, and purpose of said meetings was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION SIX. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. City Council declares that it would have passed this Ordinance and each section,

subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-7 of the Code of Ordinances of the City of Kerrville, Texas and specifically a fine not exceeding FIVE HUNDRED DOLLARS (\$500.00) per day for each violation hereof.

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

SECTION NINE. 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 25 day of June A.D., 2024.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ day of _____, A.D., 2024.

Joe Herring Jr., Mayor

APPROVED AS TO FORM:

ATTEST:



Michael C. Hayes, City Attorney

Shelley McElhannon, City Secretary

EXHIBIT A

“CHAPTER 30 BUSINESSES

ARTICLE VI. - SOLICITATIONS

Sec. 30-176. - Purpose.

The purpose of this article is to protect against criminal activity, including fraud and burglary, minimize the unwelcome disturbance of citizens and the disruption of privacy, and to otherwise preserve the public health, safety, and welfare by regulating, controlling, and/or licensing peddlers, solicitors, and canvassers.

Sec. 30-177. - City Manager.

The City Manager shall administer the provisions of this article, unless otherwise indicated.

Sec. 30-178. - Definitions.

Business day means any calendar day except Saturday, Sunday, or any City holiday.

Canvasser means a person who attempts to make personal contact with a resident at his or her residence without prior specific invitation or appointment from the resident for the primary purpose of attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue, or candidate, even if incidental to such purpose the canvasser accepts the donation for money for or against such cause. Distributing a handbill or flyer advertising an event or service is considered a “canvasser.”

City Manager means the City Manager or designee.

Official means the City Manager, City’s Peace Officers, or Code Enforcement Officers.

Peddler means a person who attempts to make personal contact with a resident at his or her residence without prior specific invitation or appointment from the resident for the primary purpose of attempting to sell goods, merchandise, wares, or other personal property of any nature or service.

Peddle and any form of the word means all activities ordinarily performed by a peddler.

Solicitation, soliciting, solicited, or any form of the word solicit means any activities ordinarily performed by a solicitor.

Solicitor means a person who attempts to make personal contact with a resident at his or her residence without prior specific invitation or appointment from the resident for the primary purpose of taking or attempting to take orders for the sale of goods, merchandise, wares, or other personal property of any nature for future delivery, or for services to be performed in the future. This definition includes a person who attempts to make personal contact with a resident at his or her residence without prior specific invitation or appointment from the resident for the primary purpose of requesting a contribution of funds or anything of value, or selling goods or services for educational, political, charitable, religious, or other non-commercial purposes. Distributing a handbill or flyer advertising a service, requesting a contribution of funds or anything of value, advertising services for educational, political, charitable, religious, or other purposes, is considered a "solicitor."

Sec. 30-179. - Hours of Peddling, Soliciting, or Canvassing at Private Residences.

It is unlawful for any person, whether permitted or exempted from needing a permit, to peddle, solicit, or canvass at residences between the hours of 8:00 p.m. and 8:00 a.m. unless permission is otherwise posted by the private property owner or by someone with apparent authority to act for the owner. This section does not apply where the peddler, solicitor, or canvasser is on the property by express, prior invitation of the owner of the property or a person residing on the premises.

Sec. 30-180. - Entry upon Premises Unlawful.

It is unlawful for any person to peddle, solicit, or canvass upon any private property in the City where the owner, occupant, or person legally in charge of the premises has posted at the entry to the premises, or at an entry or entries to the principal building on the premises, and in a visible manner to persons entering the property, a sign bearing the words "No Solicitors", "No Trespassing", or words of similar intent.

Sec. 30-181. - Penalty for violation.

- (a) Any person, firm, partnership, corporation, association, agent, or employee thereof who violates any of the provisions of this article shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not less than \$50.00 nor more than \$500.00 for each offense. Each and every hour that such violation shall continue shall be deemed to constitute a separate offense.

- (b) The culpable mental state required by Section 6.02, Texas Penal Code, is hereby specifically negated. The offenses under this article shall be strict liability offenses.

Sec. 30-182. - Permit Requirements and Exemptions.

It is unlawful for any person to engage in peddling or solicitation activities within the City without first obtaining a permit issued by the City Manager. The following activities are exempted from the provisions of this section:

- (1) a canvasser;
- (2) a peddler or solicitor currently licensed by the state to engage in the activity;
- (3) mobile food establishments and temporary food establishments that are required to get a food establishment permit from the City to sell food;
- (4) temporary sales sponsored by charitable, non-profit organizations including, Boy Scouts and Girl Scouts, service clubs, and school organizations; and
- (5) Distributing a handbill or flyer where there is no intent to make personal contact with the resident.

Sec. 30-183. - Solicitation on public property.

- (a) It is unlawful for any person to engage in commercial activities within the streets, street rights-of-way, or medians of the City. Commercial activities include selling, peddling, soliciting, hawking, or distributing orders for any services, wares, merchandise, or goods, such as flowers, candy, plants, or magazines. This prohibition does not include sidewalks or similar areas within the right-of-way but for which vehicles do not travel or use. This prohibition shall apply to and include any institution or group organized for a political, religious, or charitable purpose, or individuals engaging in such commercial activities on behalf of any such institution or group.
- (b) No permit provided for herein shall be issued for selling in the above manner.
- (c) An exception applies to vendors authorized to sell within the City's parks and recreational areas pursuant to permission granted by the City Manager, authorized by law, or where similarly authorized by other public entities.

Sec. 30-184. - Exhibition of Permit Required.

- (a) It is unlawful for any peddler or solicitor to fail to conspicuously display on or about their person the permit issued by the City.
- (b) "Conspicuously displayed" shall mean displayed to the front and visible to whomever the permit holder is conversing at all times they are engaged in a permitted activity.

Sec. 30-185. - Permits for Minor Peddlers and Solicitors.

- (a) It is unlawful for any person under the age of 18 to engage in peddling or soliciting except as provided in this section.
- (b) A permit shall be obtained by a sponsoring person, company, or organization for the conduct of any peddling or soliciting activities involving in whole or in part a sales force of one or more persons under the age of eighteen years of age.
- (c) The sponsor shall be responsible for supervising and controlling all persons peddling or soliciting under the sponsor's permit.
- (d) The sponsor shall provide to each individual peddling or soliciting under its authority a badge or other easily readable form of identification that identifies the name of the sponsor and the name of the individual. The sponsor shall require all individuals to wear the identification so that it is clearly visible at all times while peddling or soliciting.

Sec. 30-186. - Application.

Applicants for permits under this article shall file with the City Manager an application in writing on a form obtained from the City which provides information to include the following:

- (1) A valid Texas driver's license or state issued photo identification;
- (2) The number of the limited sales tax permit issued to the business by the state comptroller's office, if applicable;
- (3) A brief description of the activity or business to be conducted; and
- (4) The appropriate fee.

Sec. 30-187. - Investigation by the police department.

- (a) Upon the initial submission of permit application, the police department shall obtain the applicant's fingerprints and run a background check on the applicant. If the applicant returns to renew the application within the calendar year of the initial submission, the retaking of fingerprints will not be required as long as the individual can present valid identification that corresponds with the initial identification. A background check will be conducted each time the permit is renewed and fingerprints will be retaken during the first application process in each calendar year.
- (b) The police department is authorized to investigate the affairs of any person peddling or soliciting in violation of this article.
- (c) The police department may recommend denial of a permit to any applicant for good cause, which may include the following:
 - (1) being a fugitive from justice;
 - (2) providing false and/or misleading statements on the permit application; or
 - (3) conducting peddling or soliciting activities contrary to regulations contained herein.

Sec. 30-188. - Application fee.

The City shall charge a nonrefundable fee for the administration and investigation of the application. Such fee shall not be prorated and shall be paid at the time the application is made and shall not be returned to the applicant, regardless of whether a permit is issued. The fees and charges for permits furnished by the City are established by City Council and adopted as part of the City's annual fee schedule.

Sec. 30-189. - Exceptions to fee.

The following organizations are exempt from paying a permit fee; however, all peddlers and solicitors are required to comply with all other applicable provisions of this article unless otherwise exempted:

- (1) Any local church or other religious group, or to ministers or agents thereof soliciting funds for the support of such religious group;
- (2) Any established society, association, or corporation that is organized and operated exclusively for educational, philanthropic, benevolent,

fraternal, or charitable purposes, not operated for pecuniary profit, where no part of the net earnings inures to the benefit of any person, private shareholder, or individual, where the peddling or soliciting of such organization is:

- a. conducted among the members thereof by other members or officers thereof, voluntarily and without remuneration for the activity; or
 - b. in the form of collections or contributions at the regular exercises or services of any society, lodge, benevolent order, or fraternity or similar organization, or any branch thereof;
- (3) Sales of goods, wares, and merchandise donated by the owners thereof, the proceeds of which are to be used and applied to some charitable, religious, or philanthropic purposes; or
- (4) Sales of goods, wares, and merchandise by any bonafide charitable, religious, or philanthropic organization.

Sec. 30-190. - Issuance.

Upon presentation of an administratively complete application, the City shall issue a permit to the applicant within 10 business days unless grounds for denial exist under Section 30-194.

Sec. 30-191. - Contents.

- (a) Each permit issued under this article shall show the name of the permitted individual, business address, a description of the type of peddling or soliciting, product, or activity, the date of issuance, and the expiration date of such permit.
- (b) The City will number each permit and include the following language prominently displayed: *"The issuance of this Permit is not an endorsement by the City of Kerrville, or any of its officers or employees, and expires _____."*

Sec. 30-192. - Expiration.

All permits issued under the provisions of this article shall expire 90 days from the date of issuance.

Sec. 30-193. - Transfer.

No permit issued under the provisions of this article shall be transferred or assigned.

Sec. 30-194. - Denial.

An official other than the City Manager may deny issuing a permit to a person under this article for the following reasons:

- (1) Because of a person's conviction of a felony or misdemeanor if the crime directly relates to the conduct of a business or results from an assault against a person.
- (2) An investigation reveals that the applicant falsified information on the application.
- (3) The applicant is a registered sex offender.

Sec. 30-195. - Revocation.

(a) Permits issued under the provision of this article may be revoked for any of the following causes by any official other than the City Manager:

1. Fraud, misrepresentation, or false statement contained in the application for permit;
2. Fraud, misrepresentation, or false statement made in the course of carrying out business or other activities;
3. Any violation of this article;
4. Conviction of a misdemeanor or any felony if the crime directly relates to the conduct of business; or
5. Conducting the business of peddling or soliciting in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, and general welfare of the public.

(b) The official revoking the permit shall provide notice of the revocation both verbally and in writing and shall specify the basis of a revocation.

(c) When the peddler or solicitor receives notice that his/her permit has been revoked, said person shall immediately surrender the permit to the City.

Sec. 30-196. Appeals.

- (a) A permit holder may appeal the act of denial or revocation of any permit to the City Manager within 5 business days from the date of denial or revocation.
- (b) Such appeal shall be taken by filing with the City Manager a written statement setting forth fully the grounds for the appeal.
- (c) The City Manager shall issue a decision on the denial or revocation in writing within 5 business days of receipt of the appeal.
- (d) The revocation or denial is not stayed pending the City Manager's decision.
- (e) The decision and order of the City Manager on such appeal is final and conclusive."

DRAFT 6/27/24

CITY OF KERRVILLE, TEXAS ORDINANCE NO. 2024-16

AN ORDINANCE AMENDING CHAPTER 30 “BUSINESS”, ARTICLE VI “SOLICITATIONS” OF THE CITY’S CODE OF ORDINANCES TO REVISE REGULATIONS APPLICABLE TO PEDDLERS, SOLICITORS, AND CANVASSERS; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PENALTIES NOT TO EXCEED \$500.00; ORDERING PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, the City of Kerrville, Texas (“City”) is a home-rule municipality possessing the full power of local self-government, pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of Texas Local Government Code, as amended, and the City’s Charter; and

WHEREAS, regulations on peddlers and other solicitation activities in the City were adopted as early as 1968, and have since been amended and modified multiple times by the City Council as it deemed fit; and

WHEREAS, City residents expect their local government to assist them in preserving their privacy and avoiding petty annoyances that disrupt their quiet enjoyment of their homes; and

WHEREAS, other persons often desire to interrupt and intrude into the quiet enjoyment of a person’s home to solicit donations for causes believed to be worthy of support; to canvas for support for particular religious, ideological, or political causes; or for reasons for securing sales of products or services; and

WHEREAS, per the United States Census Bureau, 27% of the City’s population is aged 65 or over, while this same category for Texas is 13.4%; and

WHEREAS, pursuant to Section 215.075, Texas Local Government Code, City Council has the power and authority to license any lawful business or occupation; and

WHEREAS, an important part of the freedom enjoyed by all citizens and residents of the United States is the right to speak freely, to express ideas that may be unpopular, and to engage others in debate without government interference; and

WHEREAS, the United States Supreme Court consistently recognizes the right and obligation of local governments to protect their citizens from fraud and harassment, particularly when the solicitation of money is involved; and

WHEREAS, a responsibility of government, to include local governments such as cities, is to balance these competing interests in a manner consistent with both the United States and Texas Constitutions, while protecting the privacy of its citizens and attempting to prevent crime and minimize fraud; and

WHEREAS, City Council finds that the regulation of solicitations and similar activities within the City is in the best interest of the health, safety, and welfare of the citizens of the City; and

WHEREAS, based upon the important public policies expressed above, City Council finds it to be in the public interest to amend Chapter 30 of the City's Code of Ordinances as provided herein;

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

SECTION ONE. The facts, recitations, and findings contained in the preamble of this Ordinance are found to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION TWO. Chapter 30 "Business", Article VI "Solicitations" of the Code of Ordinances of the City of Kerrville, Texas, is amended as provided for in **Exhibit A**, which is attached, included herein for all purposes, and hereby adopted.

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

SECTION FOUR. The provisions of this Ordinance repeal and replace all previous ordinances concerning the subject matter provided herein, to include Ordinance No. 2024-03.

SECTION FIVE. It is officially found and determined that the meetings at which this Ordinance is passed were open to the public as required and that public notice of the time, place, and purpose of said meetings was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION SIX. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. City Council declares that it would have passed this Ordinance and each section,

subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-7 of the Code of Ordinances of the City of Kerrville, Texas and specifically a fine not exceeding FIVE HUNDRED DOLLARS (\$500.00) per day for each violation hereof.

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

SECTION NINE. 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 ____ day of _____, A.D., 2024.

Joe Herring Jr., Mayor

APPROVED AS TO FORM:

ATTEST:

Michael C. Hayes, City Attorney

Shelley McElhannon, City Secretary

EXHIBIT A

“CHAPTER 30 BUSINESSES

ARTICLE VI. - SOLICITATIONS

Sec. 30-176. - Purpose.

The purpose of this article is to protect against criminal activity, including fraud and burglary, minimize the unwelcome disturbance of citizens and the disruption of privacy, and to otherwise preserve the public health, safety, and welfare by regulating, controlling, and/or licensing peddlers, solicitors, and canvassers.

Sec. 30-177. - City Manager.

The City Manager shall administer the provisions of this article, unless otherwise indicated.

Sec. 30-178. - Definitions.

Business day means any calendar day except Saturday, Sunday, or any City holiday.

Canvasser means a person who attempts to make personal contact with a resident at his or her residence without prior specific invitation or appointment from the resident for the primary purpose of attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue, or candidate, even if incidental to such purpose the canvasser accepts the donation for money for or against such cause. Distributing a handbill or flyer advertising an event or service is ~~not~~ considered a “canvasser.” ~~where there is no intent to make personal contact with the resident.~~

City Manager means the City Manager or designee.

Official means the City Manager, City’s Peace Officers, or Code Enforcement Officers.

Peddler means a person who attempts to make personal contact with a resident at his or her residence without prior specific invitation or appointment from the resident for the primary purpose of attempting to sell goods, merchandise, wares, or other personal property of any nature or service.

Peddle and any form of the word means all activities ordinarily performed by a peddler.

Solicitation, soliciting, solicited, or any form of the word solicit means any activities ordinarily performed by a solicitor.

Solicitor means a person who attempts to make personal contact with a resident at his or her residence without prior specific invitation or appointment from the resident for the primary purpose of taking or attempting to take orders for the sale of goods, merchandise, wares, or other personal property of any nature for future delivery, or for services to be performed in the future. This definition includes a person who attempts to make personal contact with a resident at his or her residence without prior specific invitation or appointment from the resident for the primary purpose of requesting a contribution of funds or anything of value, or selling goods or services for educational, political, charitable, religious, or other non-commercial purposes. Distributing a handbill or flyer advertising a service, requesting a contribution of funds or anything of value, advertising services for educational, political, charitable, religious, or other purposes, is ~~not~~ considered a “solicitor.” ~~where there is no intent to make personal contact with the resident.~~

Sec. 30-179. - Hours of Peddling, Soliciting, or Canvassing at Private Residences.

It is unlawful for any person, whether permitted or exempted from needing a permit, to peddle, solicit, or canvass at residences between the hours of 8:00 p.m. and 8:00 a.m. unless permission is otherwise posted by the private property owner or by someone with apparent authority to act for the owner. This section does not apply where the peddler, solicitor, or canvasser is on the property by express, prior invitation of the owner of the property or a person residing on the premises.

Sec. 30-180. - Entry upon Premises Unlawful.

It is unlawful for any person to peddle, solicit, or canvass upon any private property in the City where the owner, occupant, or person legally in charge of the premises has posted at the entry to the premises, or at an entry or entries to the principal building on the premises, and in a visible manner to persons entering the property, a sign bearing the words “No Solicitors”, “No Trespassing”, or words of similar intent.

Sec. 30-181. - Penalty for violation.

- (a) Any person, firm, partnership, corporation, association, agent, or employee thereof who violates any of the provisions of this article shall be

guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not less than \$50.00 nor more than \$500.00 for each offense. Each and every hour that such violation shall continue shall be deemed to constitute a separate offense.

- (b) The culpable mental state required by Section 6.02, Texas Penal Code, is hereby specifically negated. The offenses under this article shall be strict liability offenses.

Sec. 30-182. - Permit Requirements and Exemptions.

It is unlawful for any person to engage in peddling or solicitation activities within the City without first obtaining a permit issued by the City Manager. The following activities are exempted from the provisions of this section:

- (1) a canvasser;
- (2) a peddler or solicitor currently licensed by the state to engage in the activity;
- (3) mobile food establishments and temporary food establishments that are required to get a food establishment permit from the City to sell food; ~~and~~
- (4) temporary sales sponsored by charitable, non-profit organizations including, Boy Scouts and Girl Scouts, service clubs, and school organizations; ~~and~~
- (5) Distributing a handbill or flyer ~~advertising an event or service, requesting a contribution of funds or anything of value, advertising services for educational, political, charitable, religious, or other purposes~~ where there is no intent to make personal contact with the resident.

Sec. 30-183. - Solicitation on public property.

- (a) It is unlawful for any person to engage in commercial activities ~~peddle, hawk, sell, solicit, distribute, or take orders for any services, wares, merchandise, or goods, including magazines, encyclopedias, tools, photographs, flowers, candy, or plants on~~ within the streets, street rights-of-way, or medians of the City. Commercial activities include selling, peddling, soliciting, hawking, or distributing orders for any services, wares, merchandise, or goods, such as flowers, candy, plants, or magazines. This prohibition does not include sidewalks or similar areas within the right-of-way but for which vehicles do not travel or use. This prohibition shall apply to and include any institution or group organized

for a political, religious, or charitable purpose, or individuals engaging in such commercial activities on behalf of any such institution or group.

- (b) No permit provided for herein shall be issued for selling in the above manner.
- (c) An exception applies to vendors authorized to sell within the City's parks and recreational areas pursuant to permission granted by the City Manager, authorized by law, or where similarly authorized by other public entities.

Sec. 30-184. - Exhibition of Permit Required.

- (a) It is unlawful for any peddler or solicitor to fail to conspicuously display on or about their person the permit issued by the City.
- (b) "Conspicuously displayed" shall mean displayed to the front and visible to whomever the permit holder is conversing at all times they are engaged in a permitted activity.

Sec. 30-185. - Permits for Minor Peddlers and Solicitors.

- (a) It is unlawful for any person under the age of 18 to engage in peddling or soliciting except as provided in this section.
- (b) A permit shall be obtained by a sponsoring person, company, or organization for the conduct of any peddling or soliciting activities involving in whole or in part a sales force of one or more persons under the age of eighteen years of age.
- (c) The sponsor shall be responsible for supervising and controlling all persons peddling or soliciting under the sponsor's permit.
- (d) The sponsor shall provide to each individual peddling or soliciting under its authority a badge or other easily readable form of identification that identifies the name of the sponsor and the name of the individual. The sponsor shall require all individuals to wear the identification so that it is clearly visible at all times while peddling or soliciting.

Sec. 30-186. - Application.

Applicants for permits under this article shall file with the City Manager an application in writing on a form obtained from the City which provides information to include the following:

- (1) A valid Texas driver's license or state issued photo identification;
- (2) The number of the limited sales tax permit issued to the business by the state comptroller's office, if applicable;
- (3) A brief description of the activity or business to be conducted; and
- (4) The appropriate fee.

Sec. 30-187. - Investigation by the police department.

- (a) Upon the initial submission of permit application, the police department shall obtain the applicant's fingerprints and run a background check on the applicant. If the applicant returns to renew the application within the calendar year of the initial submission, the retaking of fingerprints will not be required as long as the individual can present valid identification that corresponds with the initial identification. A background check will be conducted each time the permit is renewed and fingerprints will be retaken during the first application process in each calendar year.
- (b) The police department is authorized to investigate the affairs of any person peddling or soliciting in violation of this article.
- (c) The police department may recommend denial of a permit to any applicant for good cause, which may include the following:
 - (1) being a fugitive from justice;
 - (2) providing false and/or misleading statements on the permit application; or
 - (3) conducting peddling or soliciting activities contrary to regulations contained herein.

Sec. 30-188. - Application fee.

The City shall charge a nonrefundable fee for the administration and investigation of the application. Such fee shall not be prorated and shall be paid at the time the application is made and shall not be returned to the applicant, regardless of whether a permit is issued. The fees and charges for permits furnished by the City are established by City Council and adopted as part of the City's annual fee schedule.

Sec. 30-189. - Exceptions to fee.

The following organizations are exempt from paying a permit fee; however, all peddlers and solicitors are required to comply with all other applicable provisions of this article unless otherwise exempted:

- (1) Any local church or other religious group, or to ministers or agents thereof soliciting funds for the support of such religious group;
- (2) Any established society, association, or corporation that is organized and operated exclusively for educational, philanthropic, benevolent, fraternal, or charitable purposes, not operated for pecuniary profit, where no part of the net earnings inures to the benefit of any person, private shareholder, or individual, where the peddling or soliciting of such organization is:
 - a. conducted among the members thereof by other members or officers thereof, voluntarily and without remuneration for the activity; or
 - b. in the form of collections or contributions at the regular exercises or services of any society, lodge, benevolent order, or fraternity or similar organization, or any branch thereof;
- (3) Sales of goods, wares, and merchandise donated by the owners thereof, the proceeds of which are to be used and applied to some charitable, religious, or philanthropic purposes; or
- (4) Sales of goods, wares, and merchandise by any bonafide charitable, religious, or philanthropic organization.

Sec. 30-190. - Issuance.

Upon presentation of an administratively complete application, the City shall issue a permit to the applicant within 10 business days unless grounds for denial exist under Section 30-194.

Sec. 30-191. - Contents.

- (a) Each permit issued under this article shall show the name of the permitted individual, business address, a description of the type of peddling or soliciting, product, or activity, the date of issuance, and the expiration date of such permit.
- (b) The City will number each permit and include the following language prominently displayed: *"The issuance of this Permit is not an endorsement*

by the City of Kerrville, or any of its officers or employees, and expires
_____.”

Sec. 30-192. - Expiration.

All permits issued under the provisions of this article shall expire 90 days from the date of issuance.

Sec. 30-193. - Transfer.

No permit issued under the provisions of this article shall be transferred or assigned.

Sec. 30-194. - Denial.

~~The~~ An official other than the City Manager may deny issuing a permit to a person under this article for the following reasons:

- (1) Because of a person’s conviction of a felony or misdemeanor if the crime directly relates to the conduct of a business or results from an assault against a person.
- (2) An investigation reveals that the applicant falsified information on the application.
- (3) The applicant is a registered sex offender.

Sec. 30-195. - Revocation.

(a) Permits issued under the provision of this article may be revoked for any of the following causes by any official other than the City Manager:

1. Fraud, misrepresentation, or false statement contained in the application for permit;
2. Fraud, misrepresentation, or false statement made in the course of carrying out business or other activities;
3. Any violation of this article;
4. Conviction of a misdemeanor or any felony if the crime directly relates to the conduct of business; or
5. Conducting the business of peddling or soliciting in an unlawful manner or in such a manner as to constitute a breach of the peace

or to constitute a menace to the health, safety, and general welfare of the public.

- (b) The official revoking the permit shall provide notice of the revocation both verbally and in writing and shall specify the basis of a revocation.
- (c) When the peddler or solicitor receives notice that his/her permit has been revoked, said person shall immediately surrender the permit to the City.

Sec. 30-196. Appeals.

- (a) A permit holder may appeal the act of denial or revocation of any permit to the City Manager within 5 business days from the date of denial or revocation.
- (b) Such appeal shall be taken by filing with the City Manager a written statement setting forth fully the grounds for the appeal.
- (c) The City Manager shall issue a decision on the denial or revocation in writing within 5 business days of receipt of the appeal.
- (d) The revocation or denial is not stayed pending the City Manager's decision.
- (e) The decision and order of the City Manager on such appeal is final and conclusive.”



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

SUBJECT: Ordinance No. 2024-17. An Ordinance annexing two tracts of land into the corporate limits of the City of Kerrville, Texas; one property consisting of approximately 2.02 acres generally located adjacent to and along State Highway 27 as it intersects with Peterson Farm Road; and the other property consisting of approximately 7.10 acres located adjacent to and along State Highway 27 and between the roadway and Peterson Farm Road; such properties more specifically described in this Ordinance; adopting a Service Agreement; establishing the zoning for the annexed properties as an Industrial and Manufacturing (IM) Zoning District; and providing other matters relating to this subject (*D Paxton, Director of Planning and Development*).

AGENDA DATE OF: July 9, 2024

DATE SUBMITTED: June 27, 2024

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Proposal: An ordinance to annex into the City of Kerrville's incorporated limits with a zoning classification of IM Industrial and Manufacturing, all of a certain tract or parcel of land containing 2.02 acres, more or less, out of William Watt Survey No 69, Abstract No. 367 in Kerr County, Texas; and all of a certain parcel of land containing 7.10 acres, more or less, out of Original Patent Surveys in Kerr County, Texas as follows: William Watt Survey No. 69, Abstract No. 367, 6.54 acres; and W.T. Crook Survey No. 70, Abstract No. 113, 0.56 acres; located at the corner of Peterson Farm Road and Hwy 27 (KerrCAD Property ID 503437 and 503449), Kerr County, Texas.

(Case No. PZ-2024-14)

Procedural Requirements: The City, in accordance with state law, mailed 30 letters on

5/23/2024 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 5/16/2024. An informational sign was posted on the property on 5/24/2024. At the time of drafting this agenda bill, no public comment had been received.

Staff Analysis and Recommendation

Consistency with the Kerrville 2050 Comprehensive Plan: The property is located within the Strategic Catalyst Area No. 11, characterized by the Kerrville Municipal Airport and Hwy 27. Future growth will capitalize on the airport and its industrial space while keeping a careful eye on the effect of these activities on nearby neighborhoods. Allowable place types in this location are Heavy Commercial and Light Industrial. In areas further from the airport and Hwy 27, and closer to the Guadalupe River, agriculture and outdoor tourism are recommended. SCA 11 appears to support the requested annexation and zoning. As such, this request is consistent with the goals of the Future Land Use Plan of the Kerrville 2050 Comprehensive Plan.

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: None (County)

Existing Land Uses: Vacant

Direction: **North**

Current Zoning: None (County)

Existing Land Uses: Power Distribution; Rural Residential

Direction: **West**

Current Zoning: None (County)

Existing Land Uses: Hwy 27 and Residential

Direction: **South**

Current Zoning: AD Airport District and PDD (Our Lady of the Hills)

Existing Land Uses: Vacant and Our Lady of the Hills

Direction: **East**

Current Zoning: None (County) and AD Airport District

Existing Land Uses: Vacant and Rural Residential

Thoroughfare Plan: There should be no impact to the thoroughfare plan as these developments are anticipated on the Thoroughfare Plan, adjacent Hwy 27.

Traffic Impact: With much of the property fronting Hwy 27, TxDOT will most likely request a Traffic Impact Analysis as part of any future development. Any improvements necessary for the build out of the development are required to be built/installed at the development's expense.

Parking: To be determined, per project, at the time of the building permit.

Recommendation: Based on the consistency with the Kerrville 2050 Comprehensive Plan, staff recommends the case for approval.

On June 6th, the Planning and Zoning Commission recommend the case for approval with a 3-1 vote.

RECOMMENDED ACTION:

Approve Ordinance No. 2024-17 on first reading.

ATTACHMENTS:

[*20240709_Ord 2024-17 Annex Zone 2 and 7 acres Peterson Farm Road-Hwy 27.pdf*](#)

[*PZ-2024-14_Case Location Clarification Map.pdf*](#)

[*PZ-2024-14_Current Zoning Map.pdf*](#)

[*PZ-2024-14_Current Future Land Use Map.pdf*](#)

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

AN ORDINANCE ANNEXING TWO TRACTS OF LAND INTO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS; ONE PROPERTY CONSISTING OF APPROXIMATELY 2.02 ACRES GENERALLY LOCATED ADJACENT TO AND ALONG STATE HIGHWAY 27 AS IT INTERSECTS WITH PETERSON FARM ROAD; AND THE OTHER PROPERTY CONSISTING OF APPROXIMATELY 7.10 ACRES LOCATED ADJACENT TO AND ALONG STATE HIGHWAY 27 AND BETWEEN THAT ROADWAY AND PETERSON FARM ROAD; SUCH PROPERTIES MORE SPECIFICALLY DESCRIBED IN THIS ORDINANCE; ADOPTING A SERVICE AGREEMENT; ESTABLISHING THE ZONING FOR THE ANNEXED PROPERTIES AS AN INDUSTRIAL AND MANUFACTURING (IM) ZONING DISTRICT; AND PROVIDING OTHER MATTERS RELATING TO THIS SUBJECT

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

WHEREAS, the land to be annexed makes up a total of approximately 9.12 acres, but consists of two separate tracts (2.02 and 7.10 acres) as more specifically described below (collectively referred to as the "Property"); and

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

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

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

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

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

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

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

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

SECTION THREE. AMENDMENT TO CITY BOUNDARY. City Council authorizes and directs the City Manager to amend the City's official boundary map in accordance with this annexation.

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

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

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

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

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

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

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

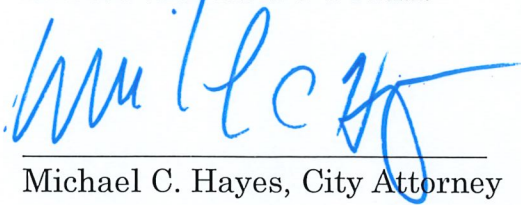
SECTION ELEVEN. POST ANNEXATION ACTIONS. The City Manager shall provide a certified copy of this Ordinance to the Texas Secretary of State, Kerr County, and Kerr Central Appraisal District and any other entity as may be required.

PASSED AND APPROVED ON FIRST READING, this the _____ day of _____ A.D., 2024.

PASSED AND APPROVED ON SECOND READING, this the _____ day of _____ A.D., 2024.

Joe Herring Jr., Mayor

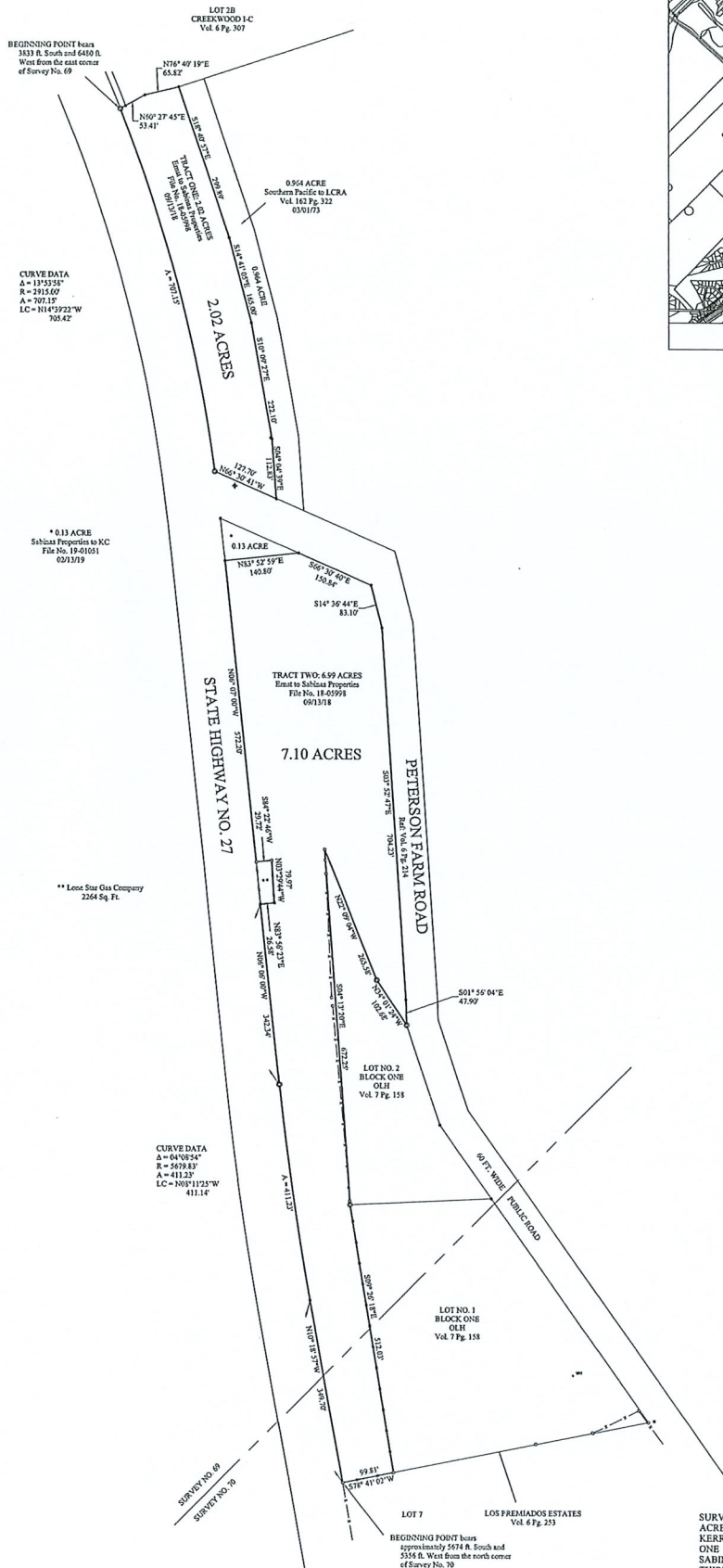
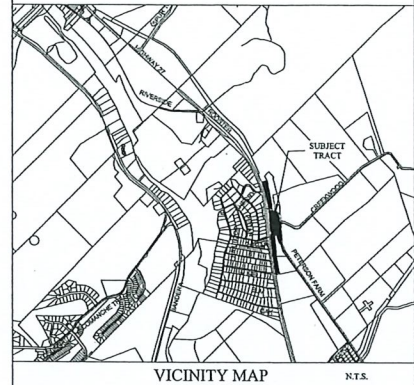
APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



SCALE: 1" = 100'

LEGEND

- FENCEPOST
- ROAD "X" IRON STAKE
- SET "X" IRON STAKE
- PATCH SURVEY LINE
- WIRE FENCE
- CHAINING FENCE
- WELL HEAD
- FIRE HYDRANT

NOTE: ALL SET "X" IRON STAKES MARKED
WITH RED PLASTIC CAP RECORDED WITH
"VOELKEL SURVEYING"

I hereby certify that this plat and accompanying field notes description
are accurate representations of the property shown and described
herein as determined by a survey made on the ground under my
direction and supervision, except as survey was made to reestablish
Point Survey lines or corners; and that all property corners are as
shown. (Placing laser = True North based on GPS observation)

Date Surveyed: March 11, 2024

Dated this 26th day of April, 2024

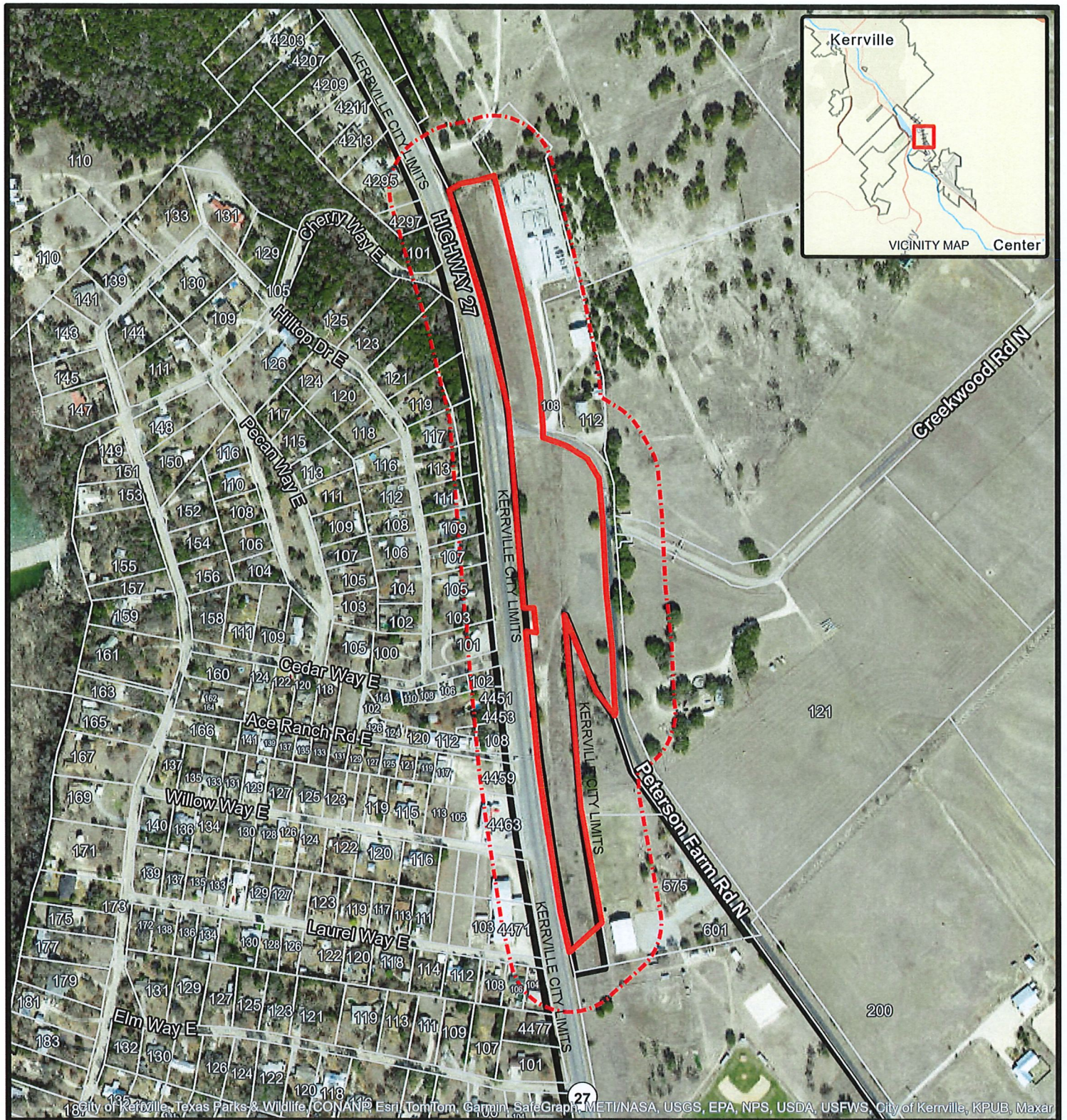

Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kern County, Texas



SURVEY PLAT FOR TWO TRACTS OF LAND AS FOLLOWS: 1) 2.02
ACRES OUT OF WM. WATT SURVEY NO. 69, ABSTRACT NO. 367 IN
KERR COUNTY, TEXAS; THAT SAME LAND CONVEYED AS TRACT
ONE - 2.02 ACRES FROM JAMES S. ERNST AND JAN ERNST TO
SABINAS PROPERTIES LLC BY A SPECIAL WARRANTY DEED WITH
THIRD PARTY VENDOR'S LIEN EXECUTED THE 13TH DAY OF
SEPTEMBER, 2018 AND RECORDED IN FILE NO. 18-05998 OF THE
OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS; AND 2) 7.10
ACRES COMPRISING APPROXIMATELY 6.54 ACRES OUT OF WM.
WATT SURVEY NO. 69, ABSTRACT NO. 367 AND 0.56 ACRE OUT OF
W.T. CROOK SURVEY NO. 70, ABSTRACT NO. 113, BOTH SURVEYS
IN KERR COUNTY, TEXAS; PART OF A CERTAIN TRACT CONVEYED
AS TRACT TWO - 6.99 ACRES FROM JAMES S. ERNST AND JAN
ERNST TO SABINAS PROPERTIES LLC BY A SPECIAL WARRANTY
DEED WITH THIRD PARTY VENDOR'S LIEN EXECUTED THE 13TH
DAY OF SEPTEMBER, 2018 AND RECORDED IN FILE NO. 18-05998 OF
THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS

APRIL 2024

VOELKEL		DATE: April 26, 2024	
LAND SURVEYING, PLLC		JOB No. V-7123	
215 GAY STREET, SUITE 200, RUSK, TEXAS 79781-3803		SHEET 1 OF 1	
FIRM REGISTRATION NO. 000128-08			



Location Map

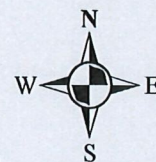
Case #PZ-2024-14

Location:

Annexation & Zoning Notification Area

Legend

- Subject Properties
- 200 Feet Notification Area



0 150 300 600

Scale In Feet

05/20/2024

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

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

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

TERRITORY: 2.02 Acres and 7.10 acres (see attached field notes descriptions and plat)
(Here describe the territory covered by the petition)

I

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

Signed: [Signature]

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared Kash Morrow, and 15, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 30th day of April, 2024.

[Signature]
Notary Public in and for Kerr County, Texas.

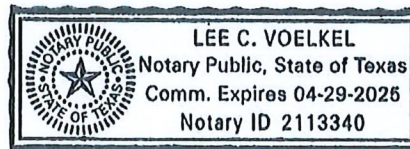


EXHIBIT C

SERVICES AGREEMENT

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

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

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

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

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

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

Section 1. Property Description. The legal description of the Subject Property is as set forth in **Exhibit A** (same as provided in Ord. No. 2024-17).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED this ____ day of _____, 2024.

STATE OF TEXAS

§
§
§

COUNTY OF KERR

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, the _____, of _____.

Notary Public, State of Texas

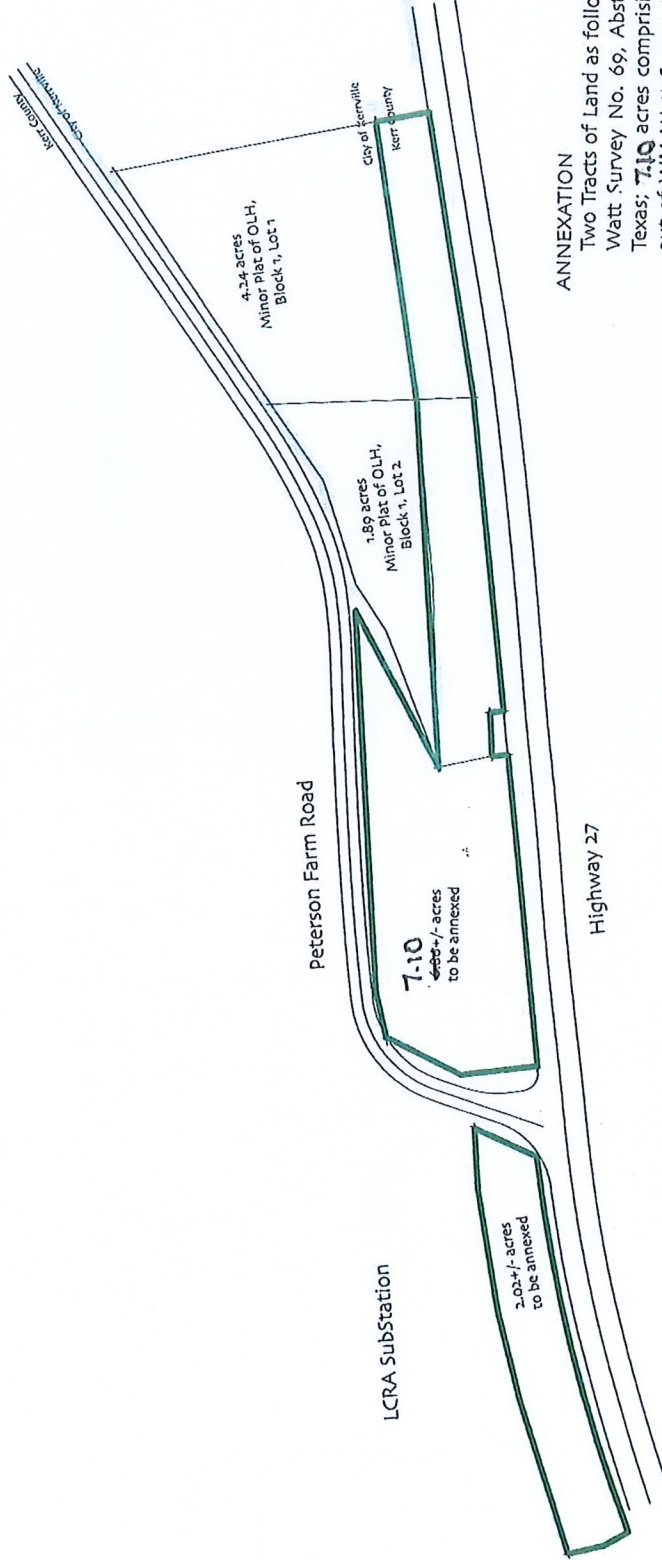
CITY OF KERRVILLE, TX

Dalton Rice, City Manager

This instrument was acknowledged before me on the ____ day of _____, 2024, by Dalton Rice, City Manager, City of Kerrville, Texas.

Notary Public, State of Texas

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



ANNEXATION

Two Tracts of Land as follows: 1) 2.02 acres out of Wm. Watt Survey No. 69, Abstract No. 367 in Kerr County Texas; 7.10 acres comprising approximately 6.54 acres out of WM Watt Survey No. 69, Abstract No. 367 and 0.56 acre out of W. T. Crook Survey No. 70, Abstract No. 1134, both surveys in Kerr County, Texas; Conveyed to Sabinas, LLC. and recorded in Kerr County Public Records, Instrument No. 18-05998; SAVE AND EXCEPT 0.13 acres, more or less, out of WM Watt Survey No. 69, Abstract No. 367 in Kerr County, Texas; Conveyed to Kerr County and recorded as Instrument No. 19-01051 in the Real Property Records of Kerr County, Texas.

ZONING: the requested zoning is IM - Industrial Manufacturing.

18-05998

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

SPECIAL WARRANTY DEED
WITH THIRD PARTY VENDOR'S LIEN

SUBJECT TRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR

That We, JAMES S. ERNST and spouse, JAN ERNST, hereinafter referred to as GRANTOR, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by SABINAS PROPERTIES LLC, a Texas limited liability company, whose address is 103 Cypress Estates Pkwy, Ingram, Kerr County, Texas 78025-4401, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the GRANTEE herein of that one certain Promissory Note of even date herewith in the principal sum of ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 (\$175,000.00) DOLLARS, payable to the order of BIBRSCHWALE CREDIT AND LENDING CO., hereinafter referred to as LENDER, as therein provided and bearing interest at the rate therein specified and providing for acceleration of maturity in event of default and for attorney's fees, the payment of which note is secured by a vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to CARROLL J. BRYLA, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto GRANTEE, all of the following described real property in Kerr County, Texas, including all improvements thereon to-wit:

Tract One: All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being 2.02 acres, more or less, out of Wm. Watt Survey No. 69, Abstract No. 367; part of a certain 7.22 acre tract conveyed from the Farm Credit Bank of Texas to James S. Ernst and Jan Ernst by a Special Warranty Deed executed April 28, 1994, recorded in Volume 743, Page 642, Real Property Records of Kerr County, Texas, and being more particularly described by metes and bounds as follows in Exhibit "A":

Tract Two: All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being 6.99 acres, more or less; comprising approximately 4.90 acres out of a part of a certain 7.22 acre tract conveyed from the Farm Credit Bank of Texas to James S. Ernst and Jan Ernst by a Special Warranty Deed executed April 28, 1994, recorded in Volume 743, Page 642, Real

1
FILED BY AND RETURN TO:
40478
KERR COUNTY ABSTRACT & TITLE CO.
712 Earl Garrett Street
Kerrville, Texas 78028

Property Records of Kerr County, Texas, and approximately 2.09 acres of land out of a certain 1918.47 acre tract conveyed from the Farm Credit Bank of Texas to James S. Ernst and Jan Ernst by a Special Warranty Deed executed April 28, 1994, recorded in Volume 743, Page 646, Real Property Records of Kerr County, Texas; said 6.99 acres being more particularly described by metes and bounds as follows in Exhibit "A":

Current ad valorem taxes on said property have been assumed by GRANTEE.

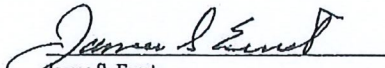
This conveyance is made subject to those items shown on SCHEDULE I attached hereto and made a part hereof to the extent, but only to the extent, the same are valid and subsisting and affect the property.

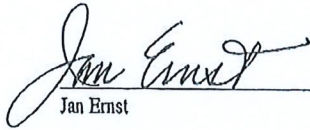
TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, GRANTEE'S successors and assigns forever; and GRANTOR does hereby bind GRANTOR, GRANTOR'S heirs, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said GRANTEE, GRANTEE'S successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor but not otherwise.

But it is expressly agreed that the Vendor's Lien, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the fact, tenor, effect and reading thereof, when this Deed shall become absolute.

LENDER at the instance and request of the GRANTEE herein, having advanced and paid cash to the GRANTOR herein that portion of the purchase price of the herein described property, as is evidenced by the hereinbefore described \$175,000.00 note, the vendor's lien, together with the superior title to said property is retained herein for the benefit of said LENDER, and the same is hereby TRANSFERRED AND ASSIGNED to said LENDER.

EXECUTED to be effective the 14 day of September, 2018.


James S. Ernst

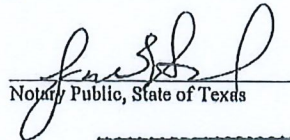

Jan Ernst

STATE OF TEXAS

COUNTY OF Kerr

BEFORE ME, the undersigned authority, on this day personally appeared James S. Ernst 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.

Given under my hand and seal of office this 13 day of September, 2018.

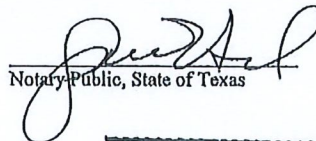

Notary Public, State of Texas

STATE OF TEXAS

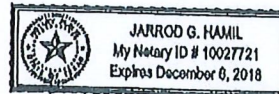
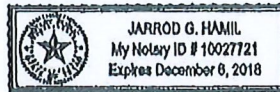
COUNTY OF Kerr

BEFORE ME, the undersigned authority, on this day personally appeared Jan Ernst known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13 day of September, 2018.


Notary Public, State of Texas

After Recording Return to:
Kerr County Abstract ✓
GF 40478



TRACT ONE;
FIELD NOTES DESCRIPTION FOR 2.02 ACRES OF LAND
OUT OF THE JAMES S. BRNST LAND ALONG STATE
HIGHWAY NO. 27 IN KERR COUNTY, TEXAS

EXHIBIT "A"

Being all of a certain tract or parcel of land containing 2.02 acres, more or less, out of Wm. Watt Survey No. 69, Abstract No. 367 in Kerr County, Texas; part of a certain 7.22 acre tract conveyed from the Farm Credit Bank of Texas to James S. Ernst and Jnn Ernst by a Special Warranty Deed executed the 28th day of April, 1994 and recorded in Volume 743 at Page 642 of the Real Property Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/4" iron stake set in the east right-of-way line of State Highway No. 27 for the northwest corner of the herein described tract and said 7.22 acre tract; which point bears, approximately, 3833 ft. South and 6480 ft. West from the east corner of said Survey No. 69;

THENCE, with the north line of said 7.22 acre tract: N60°27'48"B, at 11.58 ft. passing a 1/4" iron stake found for the southwest corner of Lot 2B of Creekwood I-C, a subdivision of Kerr County according to the plat of record in Volume 6 at Page 307 of the Plat Records of Kerr County, Texas; then continuing with the common line between 7.22 acre tract and Lot 2B for a total distance of 53.41 ft. to a found 1/4" iron stake, and N76°40'16"E, continuing with the common line between 7.22 acre tract and Lot 2B, 63.82 ft. to a 1/4" iron stake found for the northeast corner of the herein described tract and 7.22 acre tract, and the northwest corner of a certain 0.964 acre tract conveyed from Southern Pacific Transportation Co. to the Lower Colorado River Authority by a Warranty Deed executed the 1st day of March, 1973 and recorded in Volume 162 at Page 322 of the Deed Records of Kerr County, Texas;

THENCE, with the common line between said 7.22 and 0.964 acre tracts: S18°40'57"E, 299.89 ft. to a found 1/4" iron stake; S14°41'05"E, 165.00 ft. to a found 1/4" iron stake; S10°09'27"E, 222.10 ft. to a found 1/4" iron stake; and S04°04'39"E, 112.83 ft. to a 1/4" iron stake found in the northeast right-of-way line of Peterson Farm Road, a public road dedicated by the plat of Creekwood I, a subdivision of Kerr County according to the plat of record in Volume 6 at Page 214 of the Plat Records of Kerr County for the southeast corner of the herein described tract;

THENCE, upon, over and across said 7.22 acre tract with the northeast right-of-way line of said Peterson Farm Road N66°30'41"W, 127.70 ft. to a 1/4" iron stake set in the west line of 7.22 acre tract and east right-of-way line of State Highway No. 27 for the southwest corner of the herein described tract;

THENCE, with the west line of said 7.22 acre tract along the east right-of-way line of said State Highway No. 27, 707.15 ft. along the arc of a D1°58' curve to the left subtended by a 13°53'58" central angle and 2915.00 ft. radius (long chord: N14°39'22"W, 705.42 ft.) to the PLACE OF BEGINNING.

I hereby certify that these field notes and accompanying plat are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown. (Bearing basis = True north based on GPS observations)

Date Surveyed: August 3, 2018

Dated this 20th day of August, 2018

Lee C. Voelkel

Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



VOELKEL LAND SURVEYING, PLLC • PHONE: 030-267-3313 • 212 CLAY STREET, KERRVILLE, TEXAS 78028

Firm Registration No. 100520-00

TRACT TWO:
FIELD NOTES DESCRIPTION FOR 6.99 ACRES OF LAND
OUT OF THE JAMES S. ERNST LAND ALONG STATE
HIGHWAY NO. 27 IN KERR COUNTY, TEXAS

EXHIBIT "A"

Being all of a certain tract or parcel of land containing 6.99 acres, more or less, out of Original Patent Surveys in Kerr County, Texas as follows:

Survey No.	Survey	Abstract No.	Acres
69	Wm. Watt	367	6.43
70	W.T. Crook	113	0.56

comprising approximately 4.90 acres of land out of a certain 7.22 acre tract conveyed from the Farm Credit Bank of Texas to James S. Ernst and Jan Ernst by a Special Warranty Deed executed the 28th day of April, 1994 and recorded in Volume 743 at Page 642 of the Real Property Records of Kerr County, Texas and approximately 2.09 acres of land out of a certain 1918.47 acre tract conveyed from the Farm Credit Bank of Texas to James S. Ernst and Jan Ernst by a Special Warranty Deed with Vendor's Lien executed the 28th day of April, 1994 and recorded in Volume 743 at Page 646 of the Real Property Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence cornerpost in the east right-of-way line of State Highway No. 27 for the southwest corner of the herein described tract and said 7.22 acre tract, and the northwest corner of Lot 7 of Los Pemedados Estates, a subdivision of Kerr County according to the plat of record in Volume 6 at Page 253 of the Plat Records of Kerr County, Texas; which point bears, approximately, 5674 ft. South and 5356 ft. West from the north corner of said Survey No. 70;

THENCE, with the west line of said 7.22 acre tract along the east right-of-way line of said State Highway No. 27: N10°19'58"W, 349.69 ft. to a 1/2" iron stake set near a broken right-of-way marker at the beginning of a 01°00' curve to the right; 411.40 ft. along the arc of said curve to the right subtended by a 04°09'00" central angle and 5679.83 ft. radius (long chord: N08°10'30"W, 411.31 ft.) to a 1/2" iron stake set at its end; and N06°06'00"W, 342.18 ft. to a 1/2" iron stake found at a chain link fence cornerpost for a westerly corner of the herein described tract and 7.22 acre tract; and the southwest corner of a certain 2264 sq. ft. tract owned by Lone Star Gas Company;

THENCE, along a chain link fence with the common line between said 7.22 acre tract and 2264 sq. ft. tract: N83°56'23"E, 26.58 ft. to a 1/2" iron stake found at a chain link fence cornerpost for a reentrant corner of the herein described tract and 7.22 acre tract, and the southeast corner of 2264 sq. ft. tract; N03°29'44"W, 79.97 ft. to a chain link fence cornerpost for a reentrant corner of the herein described tract and 7.22 acre tract, and the northeast corner of 2264 sq. ft. tract; and S84°22'46"W, 29.72 ft. to a chain link fence cornerpost in the east right-of-way line of said State Highway No. 27 for a westerly corner of the herein described tract and 7.22 acre tract, and the northwest corner of 2264 sq. ft. tract;

THENCE, with the west line of said 7.22 acre tract along the east right-of-way line of State Highway No. 27, N06°07'00"W, 652.20 ft. to a 1/2" iron stake found at the intersection of the east right-of-way line of State Highway No. 27 and the southwest right-of-way line of Peterson Farm Road, a public road dedicated by the plat of Creekwood I, a subdivision of Kerr County according to the plat of record in Volume 6 at Page 214 of the Plat Records of Kerr County, Texas for the northwest corner of the herein described tract;

THENCE, upon, over and across said 7.22 acre tract with the southwest right-of-way line of said Peterson Farm Road S66°30'41"E, at approximately 176.3 ft. passing the common line between 7.22 acre tract and said 1918.47 acre tract, then continuing upon, over and across 1918.47 acre tract for a total distance of 312.77 ft. to a 1/2" iron stake found for the northeast corner of the herein described tract;

THENCE, continuing upon, over and across said 1918.47 acre tract with the west right-of-way line of said Peterson Farm Road; S14°36'44"E, 83.10 ft. to a found 1/2" iron stake; and S03°52'47"E, 704.23 ft. to a 1/2" iron stake found in the south line of 1918.47 acre tract for the easterly southeast corner of the herein described tract;

THENCE, with the south line of said 1918.47 acre tract N29°05'44"W, 324.51 ft. to a 1/2" iron stake found in the east line of said 7.22 acre tract for a reentrant corner of the herein described tract;

Page 2... FIELD NOTES DESCRIPTION FOR 6.99 ACRES
OF LAND OUT OF THE JAMES S. BRNST LAND
ALONG STATE HIGHWAY NO. 27 IN KERR
COUNTY, TEXAS

EXHIBIT "A"

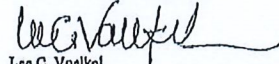
THENCE, along or near a fence with the east line of said 7.22 acre tract: S02°40'09"E, 337.43 ft. to a found 1/2" iron stake; S05°53'21"E, 316.61 ft. to a found 1/2" iron stake; and S09°26'18"E, 531.06 ft. to a fence cornerpost in the north line of said Lot 7 of Los Premilados Estates for the southeast corner of the herein described tract and 7.22 acre tract;

THENCE, along a fence with the common line between said 7.22 acre tract and Lot 7, S78°41'02"W, 99.81 ft. to the PLACE OF BEGINNING.

I hereby certify that these field notes and accompanying plat are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown. (Bearing basis = True north based on GPS observations)

Date Surveyed: August 3, 2018

Dated this 20th day of August, 2018



Leo C. Voelkel
Registered Professional Land Surveyor No. 3910
County Surveyor for Kerr County, Texas



SCHEDULE I

Height Restrictions of the airport zoning act articles 46B-1 and 46E-15 inclusive VACS
Volume 757, Page 2; Volume 761, Page 243; Volume 761, Page 246; Volume 789, Page 671; Volume
836, Page 587 and Volume 1302, Page 444, Real Property Records of Kerr County, Texas.

Minerals conveyed in deed dated December 17, 1970, executed by Southern Pacific Transportation
Company to Bravo Oil Company recorded in Volume 16, Page 437, Oil & Gas Records of Kerr County,
Texas.

Minerals reserved by the Hal and Charlie Peterson Foundation, recorded in Volume 135, Page 566,
Deed Records of Kerr County, Texas.

Gas line easement to Lone Star Gas Co., recorded in Volume 1, Page 405, Easement Records of Kerr
County, Texas, and as amended in Volume 836, Page 587, Real Property Records of Kerr County,
Texas.

Electric line easement to LCRA, recorded in Volume 4, Page 58, Easement Records of Kerr County,
Texas.

Gas line easement to Lone Star Gas Co., recorded in Volume 4, Page 204, Easement Records of Kerr
County, Texas.

Electric line easement and right of way easement to LCRA, recorded in Volume 16, Page 231, Easement
Records of Kerr County, Texas.

Electric line easement to LCRA, recorded in Volume 75, Page 218, Deed Records of Kerr County,
Texas.

Easement to Southwestern Bell Telephone Company, recorded in Volume 3, Page 310 and Volume 7,
Page 541, Easement Records of Kerr County, Texas.

Road right of way granted to The Farm Credit Bank of Texas as recorded in Volume 756, Page 839,
Real Property Records of Kerr County, Texas.

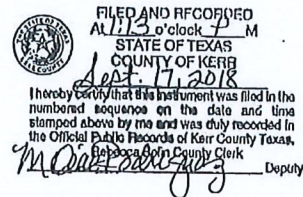
Easement to City of Kerrville, dated December 21, 1998, recorded in Volume 988, Page 542, Real
Property Records of Kerr County, Texas.

Overhead utilities, gas line, and all matters, as shown on plat of survey dated August 21, 2018 by Lee C. Voelkel, R.P.L.S. No. 3909.

Property lying inside the fenceline, but outside the property line, as shown on plat of survey dated August 21, 2018 by Lee C. Voelkel, R.P.L.S. No. 3909.

All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

Any visible and/or apparent roadways or easements over or across the subject property.



FIELD NOTES DESCRIPTION FOR 2.02 ACRES OF LAND
OUT OF THE SABINAS PROPERTIES LLC LAND ALONG
STATE HIGHWAY NO. 27 AND PETERSON FARM ROAD
IN KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 2.02 acres, more or less, out of Wm. Watt Survey No. 69, Abstract No. 367 in Kerr County, Texas; that same land conveyed as TRACT ONE – 2.02 acres from James S. Ernst and Jan Ernst to Sabinas Properties LLC by a Special Warranty Deed with Third Party Vendor's Lien executed the 13th day of September, 2018 and recorded in File No. 18-05998 of the Official Public Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron stake set in the east right-of-way line of State Highway No. 27 for the northwest corner of the herein described tract and said TRACT ONE; which point bears, approximately, 3833 ft. South and 6480 ft. West from the east corner of said Survey No. 69;

THENCE, with the north line of said TRACT ONE: N60°27'45"E, at 11.58 ft. passing a ½" iron stake found for the southwest corner of Lot 2B of Creekwood I-C, a subdivision of Kerr County according to the plat of record in Volume 6 at Page 307 of the Plat Records of Kerr County, Texas, then continuing with the common line between TRACT ONE and Lot 2B for a total distance of 53.41 ft. to a found ½" iron stake; and N76°40'19"E, continuing with the common line between TRACT ONE and Lot 2B, 65.82 ft. to a ½" iron stake found for the northeast corner of the herein described tract and TRACT ONE, and the northwest corner of a certain 0.964 acre tract conveyed from Southern Pacific Transportation Co. to the Lower Colorado River Authority by a Warranty Deed executed the 1st day of March, 1973 and recorded in Volume 162 at Page 322 of the Deed Records of Kerr County, Texas;

THENCE, with the common line between said TRACT ONE and 0.964 acre tract: S18°40'57"E, 299.89 ft. to a found ½" iron stake; S14°41'05"E, 165.00 ft. to a found ½" iron stake; S10°09'27"E, 222.10 ft. to a found ½" iron stake; and S04°04'39"E, 112.83 ft. to a ½" iron stake found in the northeast right-of-way line of Peterson Farm Road, a public road dedicated by the plat of Creekwood I, a subdivision of Kerr County according to the plat of record in Volume 6 at Page 214 of the Plat Records of Kerr County for the southeast corner of the herein described tract and TRACT ONE, and the southwest corner of 0.964 acre tract;

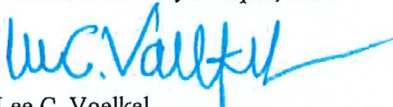
THENCE, with the south line of said TRACT ONE along the northeast right-of-way line of said Peterson Farm Road N66°30'41"W, 127.70 ft. to a ½" iron stake set in the east right-of-way line of State Highway No. 27 for the southwest corner of the herein described tract and TRACT ONE;

THENCE, with the west line of said TRACT ONE along the east right-of-way line of said State Highway No. 27, 707.15 ft. along the arc of a 01°58' curve to the left subtended by a 13°53'58" central angle and 2915.00 ft. radius (long chord: N14°39'22"W, 705.42 ft.) to the PLACE OF BEGINNING.

I hereby certify that these field notes and accompanying plat are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown. All set ½" iron stakes are marked with a red plastic cap inscribed with "Voelkel Surveying". (Bearing basis = True north based on GPS observations)

Date Surveyed: March 11, 2024

Dated this 26th day of April, 2024


Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



FIELD NOTES DESCRIPTION FOR 7.10 ACRES OF LAND
OUT OF THE SABINAS PROPERTIES LLC LAND ALONG
STATE HIGHWAY NO. 27 AND PETERSON FARM ROAD
IN KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 7.10 acres, more or less, out of Original Patent Surveys in Kerr County, Texas as follows:

Survey No.	Survey	Abstract No.	Acres
69	Wm. Watt	367	6.54
70	W.T. Crook	113	0.56

part of a certain tract conveyed as TRACT TWO – 6.99 acres from James S. Ernst and Jan Ernst to Sabinas Properties LLC by a Special Warranty Deed with Third Party Vendor's Lien executed the 13th day of September, 2018 and recorded in File No. 18-05998 of the Official Public Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence cornerpost in the east right-of-way line of State Highway No. 27 for the southwest corner of the herein described tract and said TRACT TWO, and the northwest corner of Lot 7 of Los Premios Estates, a subdivision of Kerr County according to the plat of record in Volume 6 at Page 253 of the Plat Records of Kerr County, Texas; which point bears, approximately, 5674 ft. South and 5356 ft. West from the north corner of said Survey No. 70;

THENCE, with the west line of said TRACT TWO along the east right-of-way line of said State Highway No. 27: N10°18'57"W, 349.70 ft. to a ½" iron stake found near a broken right-of-way marker at the beginning of a 01°00' curve to the right; 411.23 ft. along the arc of said curve to the right subtended by a 04°08'54" central angle and 5679.83 ft. radius (long chord: N08°11'25"W, 411.14 ft.) to a ½" iron stake set at its end; and N06°06'00"W, 342.34 ft. to a ½" iron stake found at a chain link fence cornerpost for a westerly corner of the herein described tract and TRACT TWO, and the southwest corner of a certain 2264 sq. ft. tract owned by Lone Star Gas Company;

THENCE, along a chain link fence with the common line between said TRACT TWO and 2264 sq. ft. tract: N83°56'23"E, 26.58 ft. to a ½" iron stake found at a chain link fence cornerpost for a reentrant corner of the herein described tract and TRACT TWO, and the southeast corner of 2264 sq. ft. tract; N03°29'44"W, 79.97 ft. to a chain link fence cornerpost for a reentrant corner of the herein described tract and TRACT TWO, and the northeast corner of 2264 sq. ft. tract; and S84°22'46"W, 29.72 ft. to a chain link fence cornerpost in the east right-of-way line of said State Highway No. 27 for a westerly corner of the herein described tract and TRACT TWO, and the northwest corner of 2264 sq. ft. tract;

THENCE, with the west line of said TRACT TWO along the east right-of-way line of State Highway No. 27, N06°07'00"W, 572.20 ft. to a ½" iron stake found for the northwest corner of the herein described tract and the southwest corner of a certain 0.13 acre tract conveyed from Sabinas Properties LLC to Kerr County by a Warranty Deed executed the 13th day of February, 2019 and recorded in File No. 19-01051 of the Official Public Records of Kerr County, Texas;

THENCE, upon, over and across said TRACT TWO with the south line of said 0.13 acre tract N83°52'59"E, 140.80 ft. to a ½" iron stake found in the east line of TRACT TWO and the west right-of-way line of Peterson Farm Road, a public road dedicated by the plat of Creekwood I, a subdivision of Kerr County according to the plat of record in Volume 6 at Page 214 of the Plat Records of Kerr County, Texas;

THENCE, with the east line of said TRACT TWO along the west right-of-way line of said Peterson Farm Road: S66°30'40"E, 150.84 ft. to a found ½" iron stake; S14°36'44"E, 83.10 ft. to a found ½" iron stake; and S03°52'47"E, 704.23 ft. to a ½" iron stake found for the easterly southeast corner of TRACT TWO;

THENCE, continuing along the west right-of-way line of said Peterson Farm Road S01°56'04"E, 47.90 ft. to a ½" iron stake set in the east line of Lot No. 2 in Block One of OLH, a subdivision of Kerr County according to the plat of record in Volume 7 at Page 158 of the Plat Records of Kerr County, Texas;

THENCE, with the east line of said Lot No. 2: N34°01'24"W, 102.68 ft. to a set ½" iron stake; and N22°09'04"W, 265.58 ft. to a fencepost for a reentrant corner of the herein described tract and the north corner of Lot No. 2;

THENCE, near a fence with the west line of said Lot No. 2, S04°13'20"E, 672.25 ft. to a ½" iron stake set in the east line of said TRACT TWO for the southwest corner of Lot No. 2 and the northwest corner of Lot No. 1 in Block One of said OLH;

Page 2... FIELD NOTES DESCRIPTION FOR 7.10 ACRES
OF LAND OUT OF THE SABINAS PROPERTIES
LLC LAND ALONG STATE HIGHWAY NO. 27
AND PETERSON FARM ROAD IN KERR
COUNTY, TEXAS

THENCE, along a fence with the common line between said TRACT TWO and Lot No. 1, S09°26'18"E, 512.03 ft. to a fence cornerpost in the north line of said Lot 7 of Los Premiados Estates for the southerly southeast corner of the herein described tract and TRACT TWO, and the southwest corner of Lot No. 1;

THENCE, along a fence with the common line between said TRACT TWO and Lot 7, S78°41'02"W, 99.81 ft. to the PLACE OF BEGINNING.

I hereby certify that these field notes and accompanying plat are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown. All set ½" iron stakes are marked with a red plastic cap inscribed with "Voelkel Surveying". (Bearing basis = True north based on GPS observations)

Date Surveyed: March 11, 2024

Dated this 26th day of April, 2024



Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas

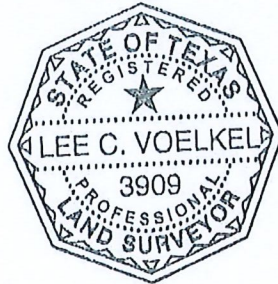


EXHIBIT B
ANNEXATION SERVICE PLAN

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

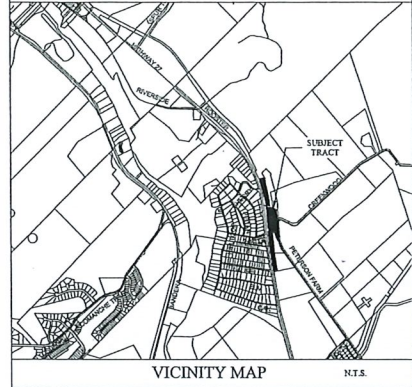
SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Code Enforcement	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City shall be made immediately to the area upon annexation. The adoption of zoning plan shall be in accordance with the procedures of the City's Zoning Code.	Immediately following annexation, zoning to be concurrent with annexation
Fire Protection and Emergency Medical Services (EMS)	Fire protection and emergency medical services will be provided to the annexed area. The City will serve the annexed area from existing fire stations closest to the area of annexation. Emergency dispatch assignment of Fire Services resources to the annexed area would be the same as currently provided in areas of similar land use and population within the City.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Fire Prevention	The services of the City's Fire Marshall shall be provided to the area.	Immediately following annexation.
Library	Residents of the area, if any, will continue to be entitled to utilize the City's Library facilities.	Immediately following annexation.
Parks and Recreation Facilities	The City will maintain park and recreation facilities located within the annexed area, if any, on the effective date of annexation on the same basis and at the same level as similar facilities are maintained throughout the City.	Immediately following annexation
Police Protection	Police Services will provide protection and law enforcement services to the annexed area. The level of service will be at the same level as currently provided in areas of similar land use and population within the City. These services include the following: 1) regular patrol of the area, 2) handling of complaints and incidents, 3) traffic enforcement, and 4) special units, such as criminal investigations, narcotics, crime prevention, neighborhood services, and special weapons and tactics.	Immediately following annexation
Maintenance of Existing Roads & Streets	The City's Public Works Department will maintain existing roads and streets, drainage, and regulatory signs on the effective date of annexation. The same basis and level of services currently provided throughout the City will be adhered to as follows: 1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
	<p>2. Routine maintenance of public streets and rights-of-way performed within the City.</p> <p>3. Street sweeping services may occur based upon need and funding.</p> <p>4. Installation and maintenance of traffic signs, street markings, and other traffic control devices as the need is established by appropriate study and traffic standards. Private streets, including ingress/egress easements, access easements, common areas, common driveways and anything else which has not been specifically dedicated and accepted as public right-of-way, will not be maintained by the City. Public streets will be included in the City's preventive maintenance program. Preventive maintenance projects are prioritized and scheduled based on a variety of factors, including surface condition, transversibility, age, traffic volume, density of dwellings per block, adjacent street conditions, and available funding. Any necessary rehabilitation or reconstruction will be considered on a citywide priority basis.</p>	
Solid Waste Collection	Solid Waste collection to the annexed area will be provided on the same basis and at the same level as provided throughout the City, in accordance with applicable law.	Immediately following annexation
Traffic Engineering	Traffic control devices and street markers shall be installed where deemed necessary by the City street department, except as provided by the Texas Department of Transportation.	Immediately following annexation

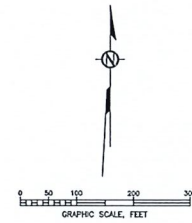
SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Water Service	The City will provide for the maintenance of City-owned public water lines within the annexed area provided that the area is within the City's Certificate of Convenience and Necessity area as determined by the Public Utility Commission (PUC)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

FILE NO.



**Yellow Area is Case PZ-2024-14
Annexation & Zoning to IM**

**Green Area is Case PZ-2024-15
Rezone from AD to IM**



SCALE: 1" = 100'

LEGEND

- FENCEPOST
- 5" x 8" S. IRON STAKE
- 1" x 4" S. IRON STAKE
- PAINT SURVEY LINE
- WHITE FENCE
- CHAINLINK FENCE
- WELL HEAD
- FIRE HYDRANT

NOTE: ALL SET "X" IRON STAKES MARKED WITH RED PLASTIC CAP INScribed WITH "VOLKEL SURVEYING"

I hereby certify that this plat and accompanying field notes description are accurate representations of the property shown and described herein as determined by a survey made on the ground under my direction and supervision, except in cases where it is noted that certain survey lines or corners, and that all property corners are as shown. (Bearing basis = True North based on GPS observation)

Date Surveyed March 11, 2024

Dated this 26th day of April, 2024

Lee C. Voelkel
Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



LOT 7 LOS FRIEDMANS ESTATES Vol. 6 Pg. 233

BEGINNING POINT bears 353.5 S. South and 648.9 E. East from the east corner of Survey No. 69

SURVEY PLAT FOR TWO TRACTS OF LAND AS FOLLOWS: 1) 2.02 ACRES OUT OF WM. WATT SURVEY NO. 69, ABSTRACT NO. 367 IN KERR COUNTY, TEXAS; THAT SAME LAND CONVEYED AS TRACT ONE - 2.02 ACRES FROM JAMES S. ERNST AND JAN ERNST TO SABINAS PROPERTIES LLC BY A SPECIAL WARRANTY DEED WITH THIRD PARTY VENDOR'S LIEN EXECUTED THE 13TH DAY OF SEPTEMBER, 2018 AND RECORDED IN FILE NO. 18-05998 OF THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS; AND 2) 7.10 ACRES COMPRISING APPROXIMATELY 6.54 ACRES OUT OF WM. WATT SURVEY NO. 69, ABSTRACT NO. 367 AND 0.56 ACRE OUT OF W.T. CROOK SURVEY NO. 70, ABSTRACT NO. 113, BOTH SURVEYS IN KERR COUNTY, TEXAS; PART OF A CERTAIN TRACT CONVEYED AS TRACT TWO - 6.99 ACRES FROM JAMES S. ERNST AND JAN ERNST TO SABINAS PROPERTIES LLC BY A SPECIAL WARRANTY DEED WITH THIRD PARTY VENDOR'S LIEN EXECUTED THE 13TH DAY OF SEPTEMBER, 2018 AND RECORDED IN FILE NO. 18-05998 OF THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS

APRIL 2024

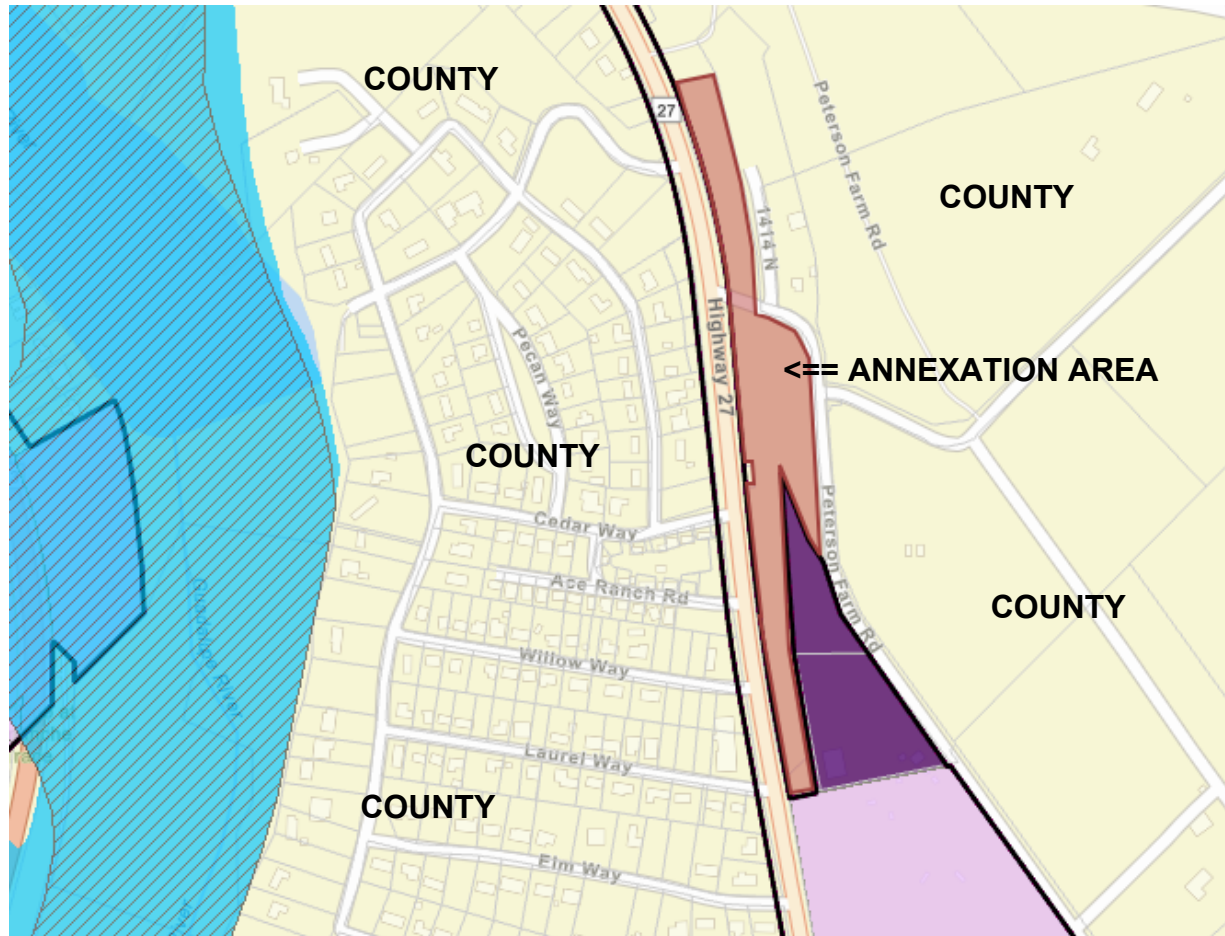
VOLKEL
LAND SURVEYING, PLLC
210 EAST FIRST, DALLAS, TEXAS 75201-2373-3913
P.O. BOX 100000, DALLAS, TEXAS 75210-0000

DATE: APR 14, 2024
JOB NO.: 18-05998
BY: LCV
SHEET: 1 OF 1

Current Zoning

Case PZ-2024-14

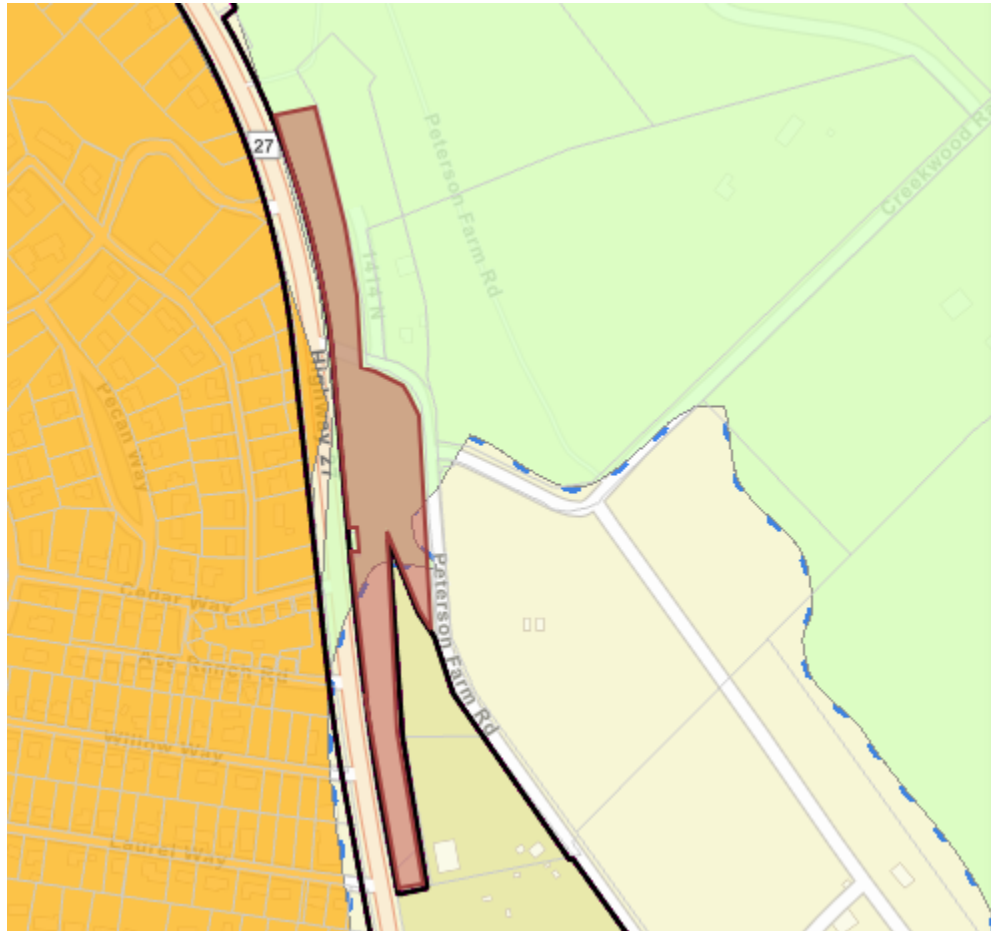
Annexation & Zoning to IM Industrial & Manufacturing



Current Future Land Use Map (K2050)

Case PZ-2024-14

Annexation & Zoning to IM Industrial & Manufacturing



Current Future Land Use

Current Future Land Use

Place Type

- Strategic Catalyst Area
- Park and Open Space
- Public Use
- Agriculture and Outdoor Tourism
- Rural Living
- Estate Residential
- Neighborhood Residential
- Preservation Residential
- Transitional Residential
- Downtown
- Community Commercial
- Regional Commercial
- Entertainment/Mixed Use
- Professional Services
- Heavy Commercial/Light Industrial



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

SUBJECT: Ordinance No. 2024-18. 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 properties known as 575 and 601 Peterson Farm Road from an Airport Zoning District to an Industrial and Manufacturing Zoning District; and providing other matters relating to the subject (*D Paxton, Director of Planning & Development*).

AGENDA DATE OF: July 9, 2024

DATE SUBMITTED: July 3, 2024

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Proposal: An ordinance to change the zoning from AD Airport District to IM Industrial and Manufacturing on OLH Block 1 (St Ignatius Regional Catholic High School) Lot 1, 4.24 Acres, and Lot 2, 1.89 Acres; and more commonly known as 575 and 601 Peterson Farm Road (KerrCAD Property ID 68387 and 68388), Kerrville, Texas.

(Case No. PZ-2024-15)

The applicant requests a zoning change from AD Airport District to IM Industrial and Manufacturing to allow more flexibility with future development and to be consistent with the annexation and zoning request for the adjacent property (Case PZ-2024-14). If both the annexation and zoning of adjacent property (Case PZ-2024-14) are approved along with the rezoning of this property (Case PZ-2024-15), the combined properties will be platted into developable lots for future development under the IM Industrial and Manufacturing zoning regulations.

Procedural Requirements: The City, in accordance with state law, mailed 8 letters on 5/23/2024 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 5/16/2024. In addition, a public hearing notification sign was posted on the property frontage on 5/24/2024. 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 located within the Strategic Catalyst Area No. 11 (SCA 11), characterized by the Kerrville Municipal Airport and Hwy 27. Future growth will capitalize on the airport and its industrial space while keeping a careful eye on the effect of these activities on nearby neighborhoods. Allowable place types in this location are Heavy Commercial and Light Industrial, both of which fall under IM Industrial and Manufacturing. SCA 11 appears to support the requested zoning change. As such, this request is consistent with the goals of the Kerrville 2050 Comprehensive Plan.

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: AD Airport District

Existing Land Uses: Vacant

Direction: **North**

Current Zoning: None (County); Annexation & Zoning (Case PZ-2024-14)

Existing Land Uses: Vacant

Direction: **South**

Current Zoning: PDD (Our Lady of the Hills)

Existing Land Uses: Our Lady of the Hills

Direction: **West**

Current Zoning: None (County); Annexation & Zoning (Case PZ-2024-14)

Existing Land Uses: Vacant

Direction: **East**

Current Zoning: None (County)

Existing Land Uses: Rural Residential

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

Traffic Impact: There should be no traffic impact, however, a traffic study may be required as part of the final project development. Any costs associated with traffic impact mitigation will be the responsibility of the developer.

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 Comprehensive Plan, staff recommends the case for approval.

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

RECOMMENDED ACTION:

Approve Ordinance No. 2024-18 on first reading.

ATTACHMENTS:

[*20240709_Ord 2024-18 Zone change 575 and 601 Peterson Farm Road.pdf*](#)

[*PZ-2024-15_Case Location Clarification Map.pdf*](#)

[*PZ-2024-15_Current Future Land Use Map.pdf*](#)

[*PZ-2024-15_Current Zoning Map.pdf*](#)

[*20240709_Letter opposed Featherstone.pdf*](#)

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

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 PROPERTIES KNOWN AS 575 AND 601 PETERSON FARM ROAD FROM AN AIRPORT ZONING DISTRICT TO AN INDUSTRIAL AND MANUFACTURING 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 July 9, 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 properties known as 575 and 601 Peterson Farm Road; such change to result in the removal of the properties from an Airport Zoning District (AD) to placement within an Industrial and Manufacturing Zoning District (IM); and

WHEREAS, on July 9, 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 an Industrial and Manufacturing Zoning District (R-3):

Legal Description: Lot Nos. 1 and 2, OLH addition, a subdivision within Kerrville, Texas; and filed at Vol. 7, Pg. 158 of the real property records of Kerr County.

Address: 575 and 601 Peterson Farm Road, Kerrville, Texas 78028; said properties 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 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.

ATTEST:

Shelley McElhannon, City Secretary

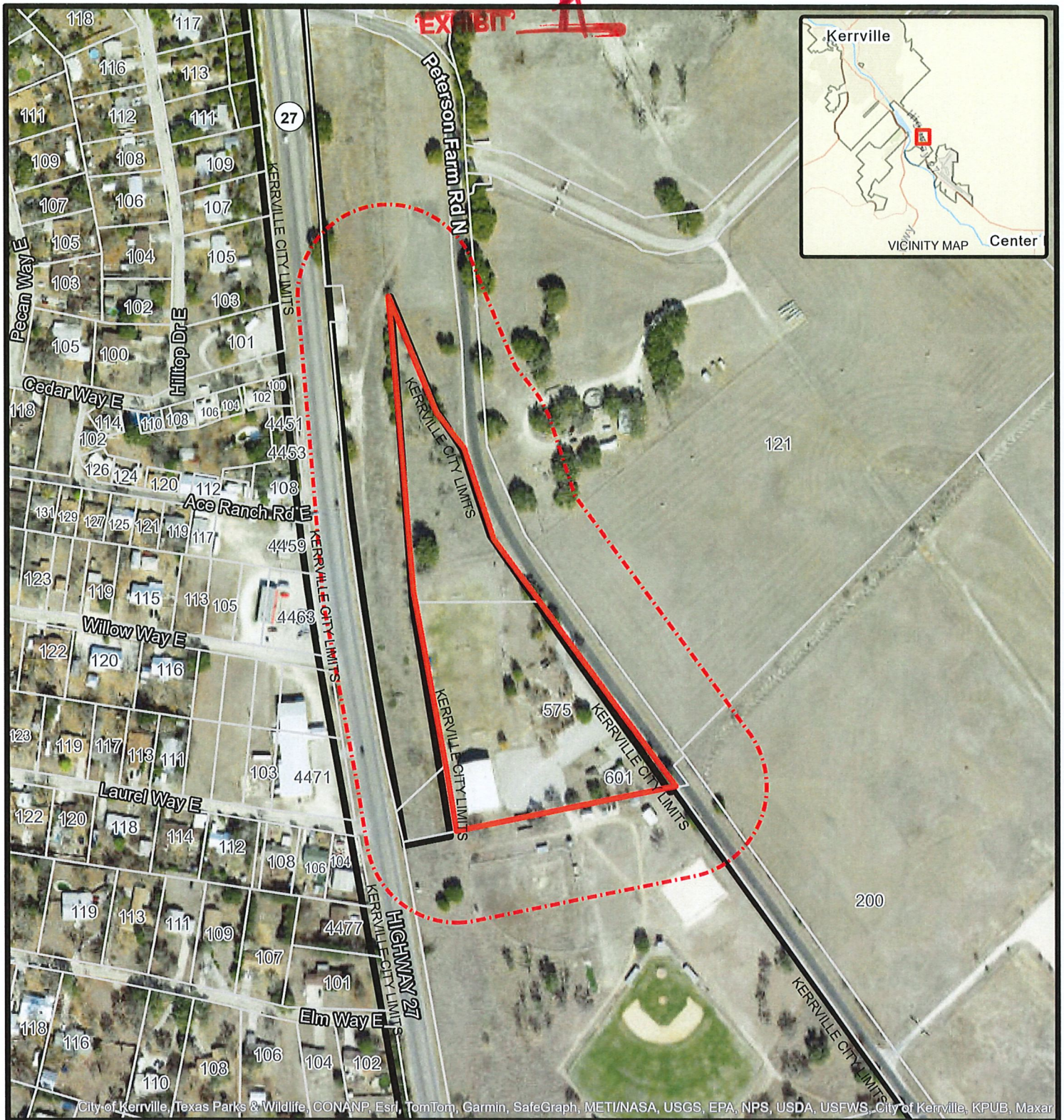
Joe Herring Jr., Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

T:\Legal\DEVELOPMENT SERVICES (Planning)\Zoning\ORD\Property(s)\575 & 601 Peterson Farm Rd_Airport to IM District_070524.docx



Location Map

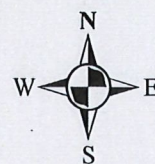
Case #PZ-2024-15

Location:

AD to IM Notification Area

Legend

- ▬ Subject Properties
- - - 200 Feet Notification Area

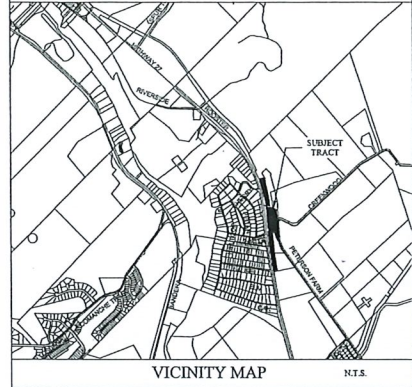


0 100 200 400

Scale In Feet

05/20/2024

FILE NO.



VICINITY MAP

N.T.S.

**Yellow Area is Case PZ-2024-14
Annexation & Zoning to IM**

**Green Area is Case PZ-2024-15
Rezone from AD to IM**



GRAPHIC SCALE, FEET
0 50 100 200 300

SCALE: 1" = 100'

LEGEND

- FENCEPOST
- 5" x 8" S. IRON STAKE
- 1" x 4" S. IRON STAKE
- PAINT SURVEY LINE
- WHITE FENCE
- CHAINLINK FENCE
- WELL HEAD
- FIRE HYDRANT

NOTE: ALL SET "X" IRON STAKES MARKED
WITH RED PLASTIC CAP INScribed WITH
"VOLCKEL SURVEYING"

I hereby certify that this plat and accompanying field notes description
are accurate representations of the property shown and described
herein as determined by a survey made on the ground under my
direction and supervision, except insofar as survey was made to reestablish
Patent Survey lines or corners, and that all property corners are as
shown. (Bearing basis = True North based on GPS observation)

Date Surveyed March 11, 2024

Dated this 26th day of April, 2024

Lee C. Voelkel
Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



LOT 7 LOS FRIEDMANS ESTATES
Vol. 6 Pg. 233

BEGINNING POINT bears
approximately 5674 ft. South and
5566 ft. West from the north corner
of Survey No. 70

SURVEY PLAT FOR TWO TRACTS OF LAND AS FOLLOWS: 1) 2.02
ACRES OUT OF WM. WATT SURVEY NO. 69, ABSTRACT NO. 367 IN
KERR COUNTY, TEXAS; THAT SAME LAND CONVEYED AS TRACT
ONE - 2.02 ACRES FROM JAMES S. ERNST AND JAN ERNST TO
SABINAS PROPERTIES LLC BY A SPECIAL WARRANTY DEED WITH
THIRD PARTY VENDORS LIEN EXECUTED THE 13TH DAY OF
SEPTEMBER, 2018 AND RECORDED IN FILE NO. 18-05998 OF THE
OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS; AND 2) 7.10
ACRES COMPRISING APPROXIMATELY 6.54 ACRES OUT OF WM.
WATT SURVEY NO. 69, ABSTRACT NO. 367 AND 0.56 ACRE OUT OF
W.T. CROOK SURVEY NO. 70, ABSTRACT NO. 113, BOTH SURVEYS
IN KERR COUNTY, TEXAS; PART OF A CERTAIN TRACT CONVEYED
AS TRACT TWO - 6.99 ACRES FROM JAMES S. ERNST AND JAN
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THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS

APRIL 2024

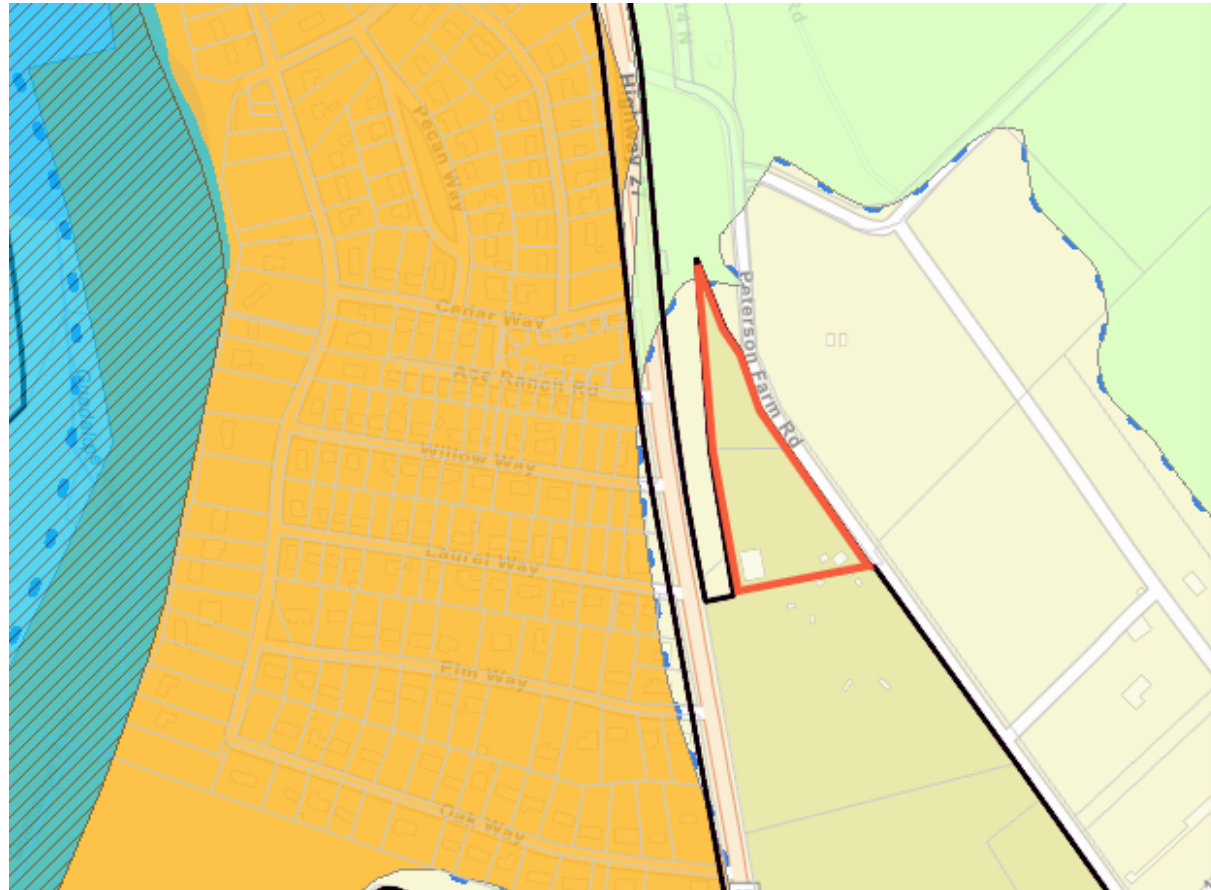
VOLCKEL
LAND SURVEYING, PLLC
210 BLAY AVENUE, NEW PALTZ, NEW YORK 12561-2373-3913
FED. REGISTRATION NO. 00028-08

DATE: APR 14, 2024
JOB NO.: 18-05998
BY: LCV
SHEET: 1 OF 1

Current Future Land Use (K2050)

PZ-2024-15

Zone Change Request from AD Airport District to IM Industrial & Manufacturing



Current Future Land Use

Current Future Land Use

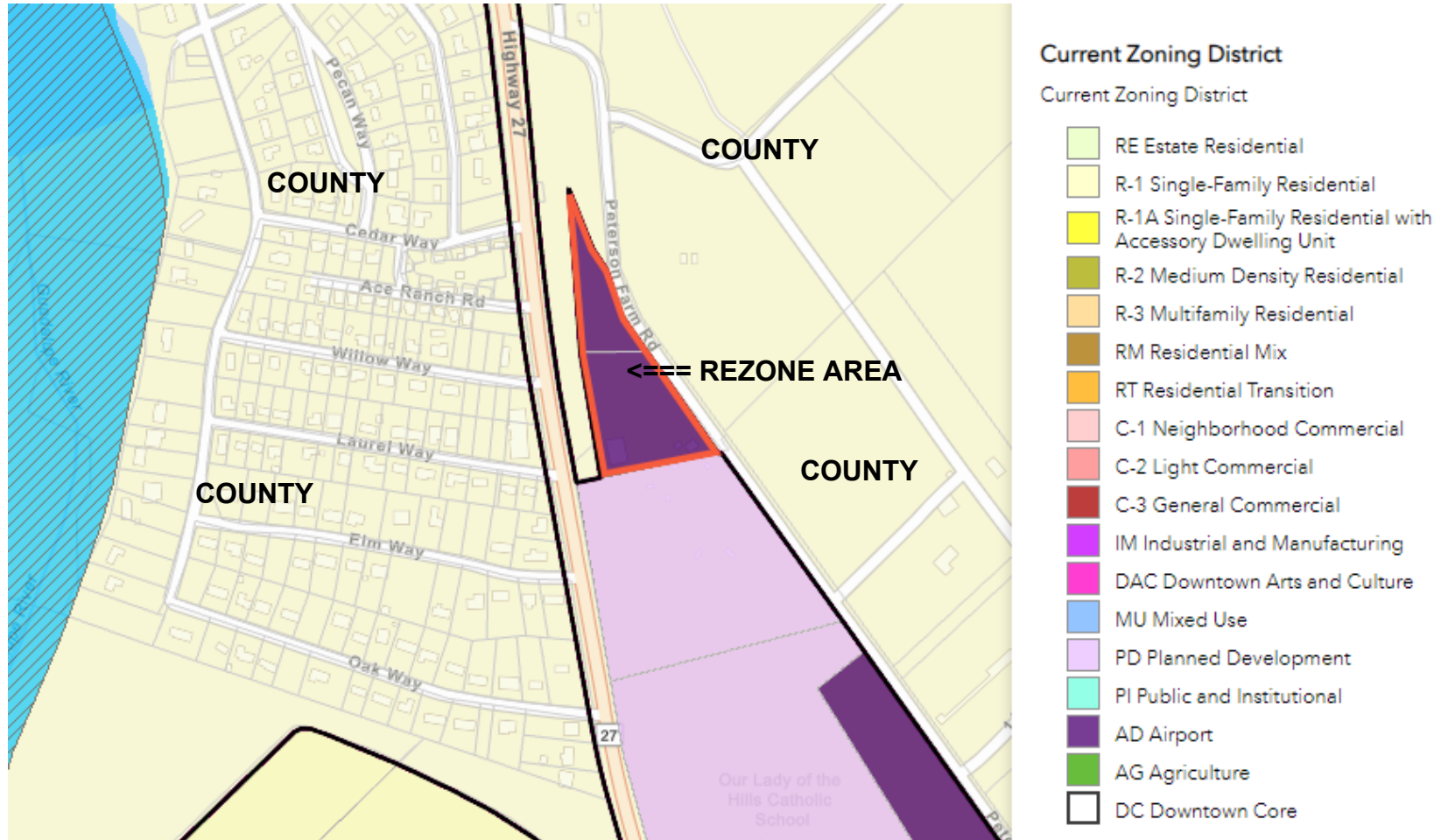
Place Type

- Strategic Catalyst Area
- Park and Open Space
- Public Use
- Agriculture and Outdoor Tourism
- Rural Living
- Estate Residential
- Neighborhood Residential
- Preservation Residential
- Transitional Residential
- Downtown
- Community Commercial
- Regional Commercial
- Entertainment/Mixed Use
- Professional Services
- Heavy Commercial/Light Industrial

Current Zoning Map

PZ-2024-15

Zone Change Request from AD Airport District to IM Industrial & Manufacturing



From: [Featherstone, Thomas](#)
To: [Planning Division](#)
Subject: [EXTERNAL] Case PZ-2024-15
Date: Tuesday, May 28, 2024 5:24:39 PM

In regards to case PZ-2024-15 what can I possibly say that will cause any of you to vote against this. You are appointed by the city, the city wants the revenue. You will do as you are told. This has already been decided by you and a joke to think it will play out any differently. Just as it was with Megaacrete. I spoke on what a poor decision it was, and the whole board just stared at me. It's a Damn shame that this city does just as it pleases with no public input. I can guess the outcome of the vote.

Tom Featherstone
Territory Representative
Ecolab South Texas

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

SUBJECT: Resolution No. 24-2024. A Resolution designating the Hill Country Community Journal (HCCJ) as the official newspaper for the City of Kerrville, Texas; providing authority for the City Manager to act as may be appropriate; providing for an effective date; repealing Resolution No. 31-2018 and any other resolutions in conflict herewith. (*J Behrens, Director of Finance*).

AGENDA DATE OF: July 9, 2024

DATE SUBMITTED: July 2, 2024

SUBMITTED BY: Julie Behrens , Director of Finance

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
Various based on needs of City policy and law	N/A	N/A	N/A

PAYMENT TO BE MADE TO: Hill Country Community Journal

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Texas Local Government Code Section 52 requires cities to determine an official newspaper to be used to publish notices as required by law. The Kerrville Daily Times has served as the City's official newspaper since 2018 as designated by Resolution No. 31-2018. Since the adoption of Resolution No. 31-2018, the Kerrville Daily Times has reduced print circulation from six days per week to three. Staff requested quotes for publication services from both local newspapers for the most common publication sizes utilized by the City. The Hill Country Community Journal (HCCJ) is substantially less expensive. While the HCCJ only circulates printed papers weekly, the deadlines for both papers are such that using a weekly publication allows staff ample time to meet all legal deadlines for public notices. All public notices will continue to circulate on the City's website, as required, and be supplied to all media outlets through the City's Public Information Office.

RECOMMENDED ACTION:

Approve Resolution No. 24.2024. Authorize City Manager to take appropriate action to designate the Hill Country Community Journal as the City's official newspaper.

ATTACHMENTS:

[20240709_Reso 24-2024 HCJ Newspaper of Record.pdf](#)
[Newspaper of Record Bid Comparison.pdf](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 24-2024**

A RESOLUTION DESIGNATING THE HILL COUNTRY COMMUNITY JOURNAL AS THE OFFICIAL NEWSPAPER FOR THE CITY OF KERRVILLE, TEXAS; PROVIDING AUTHORITY FOR THE CITY MANAGER TO ACT AS MAY BE APPROPRIATE; PROVIDING FOR AN EFFECTIVE DATE; REPEALING RESOLUTION NO. 31-2018 AND ANY OTHER RESOLUTIONS IN CONFLICT HEREWITH

WHEREAS, the Texas Local Government Code anticipates that a home-rule city will designate an official newspaper; and

WHEREAS, at various times and for various purposes, both the Charter of the City of Kerrville and state and other laws require the publication of ordinances, notices, and other matters in a newspaper of general circulation; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to designate the City's official newspaper;

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

SECTION ONE. City Council designates the *Hill Country Community Journal* as the official newspaper of the City of Kerrville, Texas. In addition, and based upon delivery area, publication schedule, paid readership, community involvement, and advertising, Council determines that the *Hill Country Community Journal* is a newspaper of general circulation.

SECTION TWO. The City Manager is authorized to act under the direction of, and on behalf of, the City of Kerrville in all matters related to the official newspaper.

SECTION THREE. Resolution No. 31-2018 and any other previously adopted resolutions are repealed to the extent of any conflict with this Resolution.

SECTION FOUR. This Resolution shall become effective immediately upon its passage and execution.

PASSED AND APPROVED ON this the ____ day of _____, A.D., 2024.

Joe Herring Jr., Mayor

APPROVED AS TO FORM

ATTEST:



Michael C. Hayes, City Attorney

Shelley McElhannon, City Secretary

Newspaper of Record Bid Comparisons

Public Notice Pricing

Ad Size	HCCJ	KDT
2x2	34.00	52.00
2x3	51.00	78.00
2x4	68.00	104.00
2x5	85.00	130.00
2x6	102.00	156.00
3x2	51.00	78.00
3x3	76.50	117.00
3x4	102.00	156.00
3x5	127.50	195.00
3x6	153.00	234.00
4x2	68.00	104.00
4x3	102.00	156.00
4x4	136.00	170.00
4x5	170.00	260.00
4x6	204.00	340.00
4x10	340.00	520.00

Other Fees (please list any not identified below)

Fee	HCCJ	KDT
Set Up	-	-
Administrative	-	3.50%
Certified Tear Sheets	-	-



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

SUBJECT: Resolution No. 25-2024. A Resolution supporting the Bluewood Multifamily Development, to include the future waiver of the City's parkland dedication fees, building permit fees, and an agreement for tax abatement (*M Hornes, Asst City Manager*).

AGENDA DATE OF: July 9, 2024

DATE SUBMITTED: June 17, 2024

SUBMITTED BY: Michael Hornes, Assistant City Manager

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? Yes

Key Priority Area H - Housing

Guiding Principle N/A

Action Item H1.7 - Implement a housing infill program, identifying vacant lots, developing an incentive/abatement program for the development of infill housing where adequate utilities exist

SUMMARY STATEMENT:

The Bluewood apartment developers, J Street, have requested a waiver to the parkland dedication fees, along with a waiver to the building permit fees. This combined waiver amounts to \$481,737. This is a portion of the request from the Bluewood. In addition to this request, they are asking City Council to consider a tax rebate/abatement of \$518,263, which would bring the total incentive to \$1,000,000 in waivers and rebates.

The requested rebate would be as follows:

Year 1: 100%
Year 2: 90%
Year 3: 80%
Year 4: 70%
Year 5: 60%
Year 6: 50%
Year 7: 40%
Year 8: 30%
Year 9: 30%
Year 10: 30%

RECOMMENDED ACTION:

Approve Resolution No. 25-2024. Staff recommends approval of waivers to the parkland dedication and building permit fees for the Bluewood apartments as well as 10 year rebate of City M&O property tax.

ATTACHMENTS:

[20240709_Reso 25-2024 Bluewood Apartment Development.pdf](#)

[Tax Rebate or Abatement Calculation 10 year.pdf](#)

[20240709_Presentation Bluewood J Street.pdf](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 25-2024**

**A RESOLUTION SUPPORTING THE BLUEWOOD
MULTIFAMILY DEVELOPMENT, TO INCLUDE THE FUTURE
WAIVER OF THE CITY'S PARKLAND DEDICATION FEES,
BUILDING PERMIT FEES, AND AN AGREEMENT FOR TAX
ABATEMENT**

WHEREAS, J Street Property Services (the "Developer") has plans to build and operate a 273 unit multifamily development to be called The Bluewood (the "Development"), with rentals for several different models set at market rates; and

WHEREAS, the Development is estimated to cost \$55 Million, with 1, 2, and 3 bedroom units, plus a number of amenities appropriate for the project; and

WHEREAS, the Developer is seeking a number of financial incentives from both Kerr County and the City in an effort to overcome various economic conditions; and

WHEREAS, City Council finds it to be in the public interest to support the currently proposed financial incentives, subject to the terms provided below, to include the adoption of a future agreement(s) with the Developer;

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

City Council supports the Development as currently presented and agrees to the City incentivizing the project as follows:

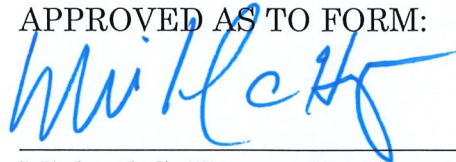
- a. City will waive its fees applicable to the building of the Development, such fees to include building, plumbing, mechanical, and similar fees.
- b. City will waive its parkland dedication fee applicable to the Development.
- c. City will approve a 10-year tax abatement for the Development, such agreement in accordance with Ch. 312, Texas Tax Code.

The incentives currently proposed by the Developer and supported by the City Council are subject to a written agreement(s) to be negotiated between the City and the Developer and brought back to City Council for its review and approval.

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

Bluewood Apartment Proposed Tax Rebate

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Valuation*	\$1,000,000	\$25,936,025	\$26,714,106	\$27,515,529	\$28,340,995	\$29,191,225	\$30,066,961	\$30,968,970	\$31,898,039	\$32,854,981
M&O Rate**	0.41	0.40	0.39	0.39	0.38	0.37	0.36	0.36	0.35	0.34
Percent Rebate	100.00%	90.00%	80.00%	70.00%	60.00%	50.00%	40.00%	30.00%	30.00%	30.00%
Total Rebate	\$4,100	\$93,790	\$84,152	\$74,326	\$64,306	\$54,092	\$43,681	\$33,068	\$33,379	\$33,693

\$518,588

* Valuation increasing by 3% a year
 ** M&O rate decreasing by 2% per year



The Bluewood

A new standard of living



- 273 Unit Multifamily Development
- Market Rate
- HUD Financing Secured: \$42,181,200

THE BLUEWOOD



- 273 Unit Class A Apartment
- \$55,000,000 Total Project Cost
- Target Market: 80-100% AMI
- Rent: \$1,270 - \$2,500

- 1,2,&3 Bedrooms
- Unit Size: 588 SF – 1,368 SF
- Resort Style Amenities
- Interior Elevators
- Co-Working Spaces
- Onsite Professional Management
- Onsite mini-store
- Covered Parking
- Pet Washing Station
- Dog Park
- Pickleball Court



THE COMMUNITY BENEFIT

- **STRONG TOWN PRINCIPLES:**
 - Workforce Housing, 95% of all units will target most underserved 80% - 100% AMI for Kerr County
 - No TIRZ or infrastructure request
 - No cash grant incentives requested
 - Catalytic development promising growth and prosperity for Holdsworth Avenue.
 - Captures ROI of existing infrastructure along Holdsworth and Cailloux
 - Renews community engagement and interest in use of the Kerrville Sports Complex
 - Experienced owner-operator with long-term approach/vision; not a merchant build project
 - Several large local employers are in support



RETURN ON INVESTMENT



CITY INVESTMENT

- \$12,000,000

CAILLOUX FAMILY DONATION

- \$2,000,000

KERRVILLE 2050 PLAN

STRATEGIC CATALYST AREA 5

Defining Characteristics

This area is the *"lynchpin of the areas transportation infrastructure."*

The sports complex provides a social and athletic gathering space for the Community and Region.



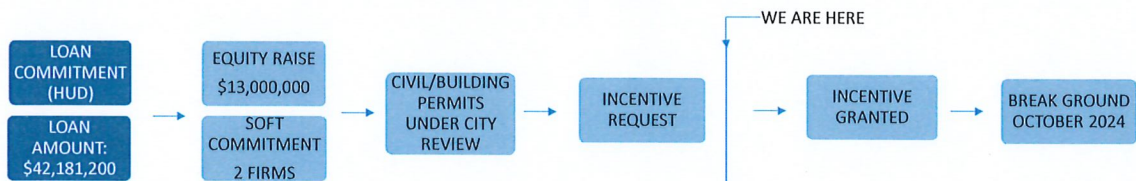
THE ECONOMICS

Market Headwinds Creates Challenge to Deliver Workforce Housing Options

- + Rising Inflation: Increasing labor costs driven by a rising cost of living.
- + Interest Rate Increases: Escalating interest rates.
- + Development Costs: Professional consultants and financing costs.
- + Frozen Capital Markets: Lenders and investors immobilized by market instability.
- = The necessity for public incentives to bridge the gap



WHERE WE ARE...



CITY OF KERRVILLE CONTRIBUTION REQUEST

* Estimates

*Permit Review and Fee Waivers	\$225,000
*Park Fee Waivers	\$232,050
*10 Year City Tax Reduction	\$589,603
*Total Contribution	\$1,046,653



KERR COUNTY REIMBURSEMENT REQUEST

* Estimates

* Public Road Construction Reimbursement	\$600,000
* Public Onsite Public Water Line Reimbursement	\$400,000
* Total Contribution	\$1,000,000**



THE DETAILS

Unabated Tax Scenario		Ad Valorem Taxes										Total
City Mil Rate	0.5595%	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
		\$ 140,885	\$ 145,112.06	\$ 149,465.42	\$ 153,949.38	\$ 158,567.86	\$ 163,324.90	\$ 168,224.65	\$ 173,271.39	\$ 178,469.53	\$ 183,823.61	\$ 1,615,094
Year 1 Stabilized Appraised Value												
\$ 25,180,607			\$ 25,936,025	\$ 26,714,105	\$ 27,515,529	\$ 28,340,994	\$ 29,191,224	\$ 30,066,961	\$ 30,968,970	\$ 31,698,039	\$ 32,654,980	
Annual Tax Growth Assumption	3.00%											
10 Year Tax Abatement Scenario		Ad Valorem Taxes										Total
City Mil Rate (Less M&O Rate)	0.3553%	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
		\$ 89,454	\$ 92,137.73	\$ 94,901.86	\$ 97,748.82	\$ 100,681.38	\$ 103,701.82	\$ 106,812.88	\$ 110,017.27	\$ 113,317.78	\$ 116,717.32	\$ 1,025,491
Year 1 Stabilized Appraised Value												
\$ 25,180,607			\$ 25,936,025	\$ 26,714,105	\$ 27,515,529	\$ 28,340,994	\$ 29,191,224	\$ 30,066,961	\$ 30,968,970	\$ 31,698,039	\$ 32,654,980	
Annual Tax Growth Assumption	3.00%											
Tax Forgone by City		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
		\$ (51,431)	\$ (52,974)	\$ (54,564)	\$ (56,200)	\$ (57,886)	\$ (59,623)	\$ (61,412)	\$ (63,254)	\$ (65,152)	\$ (67,106)	\$ (589,603)
County Hard Cost Reimbursement		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
		\$ (1,000,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,000,000)



EQUAL CONTRIBUTION

■ Park Fees ■ Permit Review Fee ■ Tax Reduction ■ Reimbursement



SOLVE PROBLEMS | BUILD COMMUNITIES

