

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

**TUESDAY, FEBRUARY 22, 2022, 6:00 P.M.**

**CITY HALL COUNCIL CHAMBERS**

**701 MAIN STREET, KERRVILLE, TEXAS**

### **The Community Vision**

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

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



Kerrville2050



**CITY COUNCIL AGENDA**  
**FEBRUARY 22, 2022, 6:00 PM**  
**CITY HALL COUNCIL CHAMBERS**  
**701 MAIN STREET, KERRVILLE, TEXAS**



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

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

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

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

Thank you for your participation!

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**CALL TO ORDER:**

By Mayor Bill Blackburn.

**INVOCATION AND PLEDGE OF ALLEGIANCE:**

Led by Councilmember Brenda Hughes.

**1 ANNOUNCEMENTS OF COMMUNITY INTEREST:**

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

**2 PRESENTATIONS:**

- 2.A. Kerrville Kindness Award presented to the Rotary Club of Kerrville, specifically Stephanie Skrumeda and Phyllis Ricks.
- 2.B. Proclamation proclaiming March 2022 as American Red Cross Month.

**3 VISITORS/CITIZENS FORUM:**

Any citizen with business not scheduled on the agenda may speak to the City Council. Prior to speaking, each speaker must fill out the speaker request form and give it to the City Secretary. The speaker request form must be submitted to the City Secretary before the item is called or read into record. City Council may not discuss or take any action on an item but may place the issue on a future agenda. Each speaker is limited to four minutes.

**4 CONSENT AGENDA:**

These items are considered routine and can be approved in one motion unless a Councilmember asks for separate consideration of an item. It is recommended that the City Council approve the following items which will grant the Mayor or City Manager the authority to take all actions necessary for each approval:



- 4.A. Interlocal Cooperation Agreement for mutual aid for Information Technology Services (between the City of Boerne, the City of Kerrville, and the City of Fredericksburg).

Attachment:

[20220222\\_Agreement\\_ILA\\_Mutual\\_Aid\\_wBoerne.pdf](20220222_Agreement_ILA_Mutual_Aid_wBoerne.pdf)



KERRVILLE 4.B.

Resolution No. 11-2022. A Resolution creating an ad hoc Solar Eclipse Planning and Emergency Management Committee.

Attachment:

[20220222\\_Reso 11-2022 Creating Solar Eclipse Planning Committee.pdf](#)

4.C. City Council meeting minutes held February 08, 2022.

Attachment:

[20220222\\_Minutes\\_2-08-22 Council meeting 6pm.pdf](#)

4.D. City Council workshop minutes held February 15, 2022.

Attachment:

[20220222\\_Minutes 2-15-22 Council workshop 10am.pdf](#)

**END OF CONSENT AGENDA.**



**5**

KERRVILLE 5.A.

**ORDINANCES, FIRST READING:**

Ordinance No. 2022-11. An Ordinance altering the prima facie speed limit on State Highway 173 from approximately fifteen hundred and eighty-five feet southeast of its intersection with State Loop 534 and continuing to the City Limits, located southeast of Comanche Trace Drive; such distance equal to 1.274 miles; reducing said speed limit to 50 miles per hour; authorizing installation of appropriate signs and markings; containing a savings and severability clause; providing for a maximum penalty or fine of two hundred dollars (\$200.00); and ordering publication.

Attachment:

[20220222\\_Ord 2022-11 Speed limit modification Hwy 173.pdf](#)



KERRVILLE 5.B.

Ordinance No. 2022-12. An Ordinance amending Chapter 102 "Traffic and Vehicles", Article IV "Operation of Vehicles", Division 1 "Generally", by adding a new section to this division to prohibit the use of an engine brake or similar devices; providing a penalty for each offense; providing an effective date; and providing other matters related to the subject.

Attachment:

[20220222\\_Ord 2022-12 Engine Brake.pdf](#)

**ORDINANCES, SECOND READING:**

6.A. Ordinance No. 2022-10, second reading. An Ordinance annexing an approximate 62.062 and 20.8 acre tracts of land, both located within the Comanche Trace Residential Development, into the City of Kerrville, Texas and extending the boundary limits of the City so as to include such property within the City Limits; approving a Service Agreement for the annexed property; and adopting the zoning for the annexed property as a Medium Density Residential District (R-2).

Attachment:

[20220222\\_Ord 2022-10 Annex CT 62 and 20 acre tracts second reading.pdf](#)

6.B. Ordinance No. 2022-09, second reading. An Ordinance restating and reaffirming the creation of the Recovery Community Coalition of the City of Kerrville, Texas; and providing for its purpose, membership, roles, and responsibilities; the provision of said board will be placed within Chapter 2, Article IV of the City's Code of Ordinances.

Attachment:

[20220222\\_Ord 2022-09 RCC membership qualifications second reading.pdf](#)



KERRVILLE 6.C.

Ordinance No. 2022-08, second reading. An Ordinance amending the City's Fiscal Year 2022 Budget to account for the receipt of additional revenue, the disbursement of such revenue, and to make other amendments as provided.

Attachment:

[20220222\\_Ord 2022-08 amending FY22 City budget second reading.pdf](#)

**INFORMATION & DISCUSSION:**

7.A. Financial Report for month ending January 31, 2022.

Attachment:

[20220222\\_Financial Update presentation.pdf](#)



KERRVILLE 7.B.

Annual Report of the Tax Increment Reinvestment Zone Number One, City of Kerrville, TX.

Attachment:

[20220222\\_TIRZ annual report 2021.pdf](#)

**8      CONSIDERATION AND POSSIBLE ACTION:**

8.A. Appointment to the Kerrville Public Utility Board of Trustees, position #4. (This item is eligible for Executive Session 551.074).

8.B. Personnel matters regarding City Attorney, as to the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal or to hear a complaint or charge against, as requested by Councilmember Garcia. (This item is eligible for Executive Session 551.074).

Attachment:

[20220222\\_Agenda Item Request by RGarcia -City Attorney Personnel Matters.pdf](20220222_Agenda Item Request by RGarcia -City Attorney Personnel Matters.pdf)

**9      EXECUTIVE SESSION:**

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

9.A. Appointment to the Kerrville Public Utility Board of Trustees, position #4. (551.074)

9.B. Personnel matters regarding City Attorney, as to the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal or to hear a complaint or charge against (551.074), as requested by Councilmember Garcia.

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

**11     ITEMS FOR FUTURE AGENDAS:**

*City Council may suggest items or topics for future agendas.*

**ADJOURN.**



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

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**SUBJECT:** Kerrville Kindness Award presented to the Rotary Club of Kerrville, specifically Stephanie Skrumeda and Phyllis Ricks.

**AGENDA DATE OF:** February 22, 2022 **DATE SUBMITTED:** Jan 13, 2022

**SUBMITTED BY:** Mayor Blackburn

**EXHIBITS:**

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

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

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

**SUMMARY STATEMENT:**

A citizen or entity who has impacted the City of Kerrville in a positive way. Recipient: Rotary Club of Kerrville.

**RECOMMENDED ACTION:**

Present award.



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

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**SUBJECT:** Proclamation proclaiming March 2022 as American Red Cross Month.

**AGENDA DATE OF:** February 22, 2022 **DATE SUBMITTED:** Feb 10, 2022

**SUBMITTED BY:** Mayor Blackburn

**EXHIBITS:**

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

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

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

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**SUMMARY STATEMENT:**

Hill Country Chapter of the American Red Cross.

**RECOMMENDED ACTION:**

Present proclamation to the American Red Cross.



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

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**SUBJECT:** Interlocal Cooperation Agreement for mutual aid for Information Technology Services (between the City of Boerne, the City of Kerrville, and the City of Fredericksburg).

**AGENDA DATE OF:** February 22, 2022    **DATE SUBMITTED:** Jan 13, 2022

**SUBMITTED BY:** Charvy Tork

**EXHIBITS:** [20220222\\_AgreementILA Mutual Aid wBoerne.pdf](#)

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

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

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	F - Public Facilities and Services
<b>Guiding Principle</b>	F3. Address long-term technology needs through public-private partnerships to support public safety, information services and the library
<b>Action Item</b>	N/A

**SUMMARY STATEMENT:**

This agreement authorizes the City of Kerrville to enter into an Interlocal Cooperation Agreement with the City of Boerne and City of Fredericksburg for information technology service in response to emergencies. The agreement formalizes an already existing informal process, much like Police and Fire have formally in place with neighboring entities, for the IT Department of participating members to request assistance, in the case of emergencies, from other participating members. Members are not required to respond, but may respond in multiple ways to offer assistance, including staffing, hardware loans, software, co-location and other appropriate needs.

Many groups of municipalities, counties and school districts that are members of the Texas Association of Governmental IT Managers across the state are putting this in place to leverage regional resources and be able to help one another in case of an emergency or cyber security incident.

The City of Kerrville is also planning to explore similar IT mutual-aid agreement locally with other Kerrville-based entities and Kerr County government entities.

**RECOMMENDED ACTION:**

Approval to authorize the City Manager to execute an Interlocal Cooperation Agreement between the City of Kerrville, City of Boerne and City of Fredericksburg, with Information Technology Services in response to emergencies.

## **INTERLOCAL COOPERATION AGREEMENT FOR MUTUAL AID FOR INFORMATION TECHNOLOGY SERVICES**

This Interlocal Cooperation Agreement (“Agreement”) is by, between, and among the City of Boerne, Texas (the “Host City”) and the undersigned Participating Local Governments of the State of Texas (each a “Participating Entity”), acting by and through their respective authorized representatives (referred to individually as a “Party” and collectively as the “Parties”).

### **RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

**WHEREAS**, each Participating Entity may experience a cyber incident, natural disaster, or other emergency capable of degrading or disrupting information technology services (“IT Services”) beyond the capabilities of the Participating Entity; and

**WHEREAS**, each Participating Entity acknowledges the importance of prompt restoration of IT Services to allow local governments to function and operate; and

**WHEREAS**, each Participating Entity has agreed to adopt a formal or informal cyber response plan in the event of a significant cyber incident; and

**WHEREAS**, each Participating Entity has agreed to adopt a formal or informal response plan in the event of a natural disaster or other emergency; and

**WHEREAS**, a Participating Entity requesting IT Services (hereinafter referred to as a “Requesting Entity”) receives benefit from a responding Participating Entity (hereinafter referred to as a “Responding Entity”) through the provision of supplemental IT Services personnel or computer hardware for the period of support; and

**WHEREAS**, the Responding Entity receives the benefit of its IT Services personnel gaining knowledge through the experience of aiding in the restoration of IT Services during a crisis; and

**WHEREAS**, the Parties desire to enter a mutual aid agreement to offer time and expertise of IT Services personnel to assist in the detection, response and short-term remediation of the cyber incident or assist in the repair and restoration of IT Services due to a natural disaster or other emergency.

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

### **ARTICLE I DEFINITIONS**

Unless the context clearly indicates otherwise, the following words and phrases used in this Agreement shall have the following meaning:

“Host Entity” shall mean the City of Boerne, Texas.

“IT Incident” shall mean an event or set of circumstances resulting from a cyber incident, natural disaster, pandemic or other emergency (including state or local declared state of disaster pursuant Chapter 418 Texas Government Code) whether natural or manmade, which is capable of degrading or disrupting information technology services beyond the capabilities of the Requesting Entity.

“Mutual Aid” shall mean, but is not limited to, such IT Service resources as facilities, equipment, services, supplies, and personnel.

“Participating Entity” shall mean a participating local government that executes this Agreement.

“Requesting Entity” shall mean the Participating Entity that requests Mutual Aid under this Agreement as **a** result of an IT Incident under the terms of this Agreement.

“Responding Entity” shall mean the Participating Entity providing Mutual Aid to a Requesting Entity in response to a request from a Requesting Entity under this Agreement as a result of an IT Incident.

## **ARTICLE II PURPOSE**

The purpose of this Agreement is to establish a mutual aid agreement between and among the Parties, which will allow each Participating Entity to provide Mutual Aid to a Requesting Entity as a result of, in response to, or during an IT Incident.

## **ARTICLE II TERM; TERMINATION**

3.1 The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution by the Participating Entity (“Effective Date”). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

3.2 A Participating Entity may terminate its participation in this Agreement by providing thirty (30) days prior written notice to terminate its participation in this Agreement to the Host Entity. The Host Entity shall provide written notice of any such termination to the designated representative of each Participating Entity.

3.3 A Participating Entity's participation in this Agreement may be terminated by the Host Entity for cause, including, but not limited to, failure to comply with the terms or conditions of this Agreement upon thirty (30) days prior written notice to such Participating Entity.

3.4 Termination by one or more Parties to this Agreement does not affect the Agreement as it applies to the remaining Parties.

## ARTICLE IV RESPONSIBILITY OF PARTIES

4.1 Requesting Assistance. The Chief Information Officer ("CIO"), Information Technology Director ("IT Director"), or designee of the Participating Entity that has experienced an IT Incident may request Mutual Aid from the CIO, IT Director, or designee of another Participating Entity verbally or in writing. The determination as to what Mutual Aid may be made available to the Requesting Entity without unduly interfering with the IT Services of the Responding Entity shall be made at the sole discretion of the CIO, IT Director, or designee of the Responding Entity. Each Participating Entity agrees to assess local resources to determine availability of Mutual Aid based on current or anticipated needs of the Responding Entity. Requests for Mutual Aid shall not be requested by a Party unless it is directly related to the IT Incident and resources available from the Requesting Party are inadequate.

4.2 Each Participating Entity recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide aid and assistance to the Participating Entity's own constituents. This Agreement shall not be construed to impose any obligation on any Participating Entity to provide Mutual Aid to Requesting Entity. Each Participating Entity may choose not to render Mutual Aid at any time for any reason, or to recall such Mutual Aid that has been provided at any time.

4.3 Procurement of Equipment, Software and Services. The Requesting Entity shall be responsible for any incidental costs, equipment, software, or services related to the Mutual Aid response to the IT Incident. If the Responding Entity indicates a need for the acquisition or purchase of equipment, software, or services, the Requesting Entity shall decide if such acquisition or purchase is necessary and will make any required acquisition or purchase.

4.4 Personnel Costs. The Requesting Entity shall pay any overtime costs that occur for personnel of the Responding Entity if requested by the Responding Entity. The Responding Entity shall provide the Requesting Entity with a written invoice for such overtime costs which shall include an itemized list of Responding Entity employees, the date and time of overtime hours worked within sixty (60) days after the provision of such Mutual Aid. The Requesting Entity shall pay such invoice to the Responding Entity within thirty (30) days after receipt of such invoice.

4.5 Use of Computer Hardware. A Requesting Entity in need of computer hardware (e.g. personal computers, laptops, servers, network equipment, etc.), will compile a written list of such computer hardware and the estimated length of time that such equipment is needed which may be sent to the Participating Entities. Any Participating Entity may choose to respond in

whole or part and is under no obligation to provide computer hardware to the Requesting Entity. A Responding Entity which chooses to loan computer hardware will respond back to the Requesting Entity to affirm that such computer hardware or portion thereof is available for temporary use. The Responding Entity makes no claim of the currency or operational use of the computer hardware nor is the Responding Entity liable for any damages resulting from the Requesting Entity's use of any computer hardware so provided. The transportation and delivery of such computer hardware or charges related thereto shall be the responsibility of the Requesting Entity unless otherwise agreed by those Parties. The Requesting Entity shall be responsible for, and pay the Responding Entity for any damages, loss, or destruction of such computer hardware while in the use and possession of the Requesting Entity, including the transport thereof. Any ongoing maintenance, lease or other fees related to such computer hardware shall continue to be paid by the Responding Entity.

4.6 Criminal Justice Information System (“CJIS”). The Requesting Entity shall be responsible for restricting the Responding Entity personnel from access to CJIS information unless the Responding Entity personnel have completed all CJIS background checks and are in current compliance with CJIS training requirements.

4.7 List of Participating Entities. The Host City shall maintain a current list of Participating Entities and provide such list to a Participating Entity upon request

## **ARTICLE V INSURANCE**

5.1 Worker’s Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Worker’s Compensation Act.

5.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

5.3 General Liability Insurance. Each Party agrees to obtain general liability and public official’s liability insurance, if applicable, or maintain a comparable self-insurance program.

5.4 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid rendered or performed pursuant to the terms and conditions of this Agreement. Except as specifically stated in this Agreement, each Party waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of Mutual Aid pursuant to this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. It is expressly understood and agreed that in execution of this Agreement, no Party waives, nor shall be deemed to have waived, immunity or

defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights for any third parties not signatories hereto.

## ARTICLE VI MISCELLANEOUS

6.1 Expendng Funds. Each Party that furnishes Mutual Aid pursuant to this Agreement shall do so with funds available from current revenues of such Party. No Party shall have any liability for the failure to expend funds to provide Mutual Aid.

6.2 Interlocal Cooperation Act. The Parties agree that Mutual Aid in the context contemplated herein is a “governmental function and service” and that the Parties are “local governments” as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

6.3 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

6.4 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.5 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

6.6 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

6.7 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. By execution of this Agreement the Participating Entity consents to be a Party to this Agreement and acknowledges that it is not necessary to receive copies of the Agreement from other local governments that are, or which become, Parties to this Agreement.

6.8 Entire Agreement. This Agreement is the entire agreement between and among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between and among the Parties that in any manner relates to the subject matter of this Agreement.

6.9 Governing Law. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Kendall County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.10 Recitals. The recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all the counterparts shall constitute one and the same instrument.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period following the termination of this Agreement shall survive termination.

6.13 Notice. All notices pertaining to this Agreement shall be in writing and shall be deemed delivered (i) when received at a Party's address if hand delivered or sent via overnight delivery service by way of USPS, UPS, FedEx, or similar carrier, or (ii) on the third (3rd) business day after being deposited in the United States mail, postage prepaid, certified mail, addressed to Participating Entity at the address set forth below the signature of the Party

*[Signature Pages to Follow]*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**Host and Participating Entity,**

**City of Boerne, Texas**

By: \_\_\_\_\_  
Ben Thatcher, City Manager

447 N. Main Street  
Boerne, Texas 78006

**ATTEST:**

By: \_\_\_\_\_  
City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**PARTICIPATING ENTITY:**

**CITY OF \_\_\_\_\_, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney



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

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**SUBJECT:** Resolution No. 11-2022. A Resolution creating an ad hoc Solar Eclipse Planning and Emergency Management Committee.

**AGENDA DATE OF:** February 22, 2022 **DATE SUBMITTED:** Dec 27, 2021

**SUBMITTED BY:** Ashlea Boyle

**EXHIBITS:** [20220222\\_Reso 11-2022 Creating Solar Eclipse Planning Committee.pdf](#)

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

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

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	P - Parks / Open Space / River Corridor
<b>Guiding Principle</b>	P8. Provide recreational opportunities for people of all ages and abilities, both residents and tourists
<b>Action Item</b>	P8.3 - Enhance park programming for public gatherings/events

**SUMMARY STATEMENT:**

Kerrville will be in the central line and prime viewing location for the annular solar eclipse on October 14, 2023 and the total solar eclipse on April 8, 2024. Because of the prime location, our region is expected to have an influx of potentially 150,000 or more people. An event of this magnitude requires careful emergency management planning in order to anticipate and mitigate foreseeable issues for safety. Additionally, as this will likely bring a significant tourism impact to our community, logistics and event planning will need to occur concurrently to manage the influx and to provide a safe and positive experience for our community and guests.

Attached is a resolution designating the City of Kerrville as the official planning and emergency management committee for both the 2023 and 2024 eclipse event occurring in our area. The ad hoc Committee's leadership will consist of the Director of Parks and Recreation, Fire Chief, Police Chief, and the President / CEO of the Kerrville Convention and Visitors Bureau. The committee leadership will be the convening body for the local

planning efforts, and will bring together representatives from other regional entities (both governmental and non-governmental) that need or want to be a part of the local planning efforts. This committee will take the lead in developing and executing the emergency management and event planning efforts for our local community as many factors will need to be considered over the next 54 months.

Staff recommends approval of the resolution.

**RECOMMENDED ACTION:**

Approve Resolution No. 11-2022.

**CITY OF KERRVILLE, TEXAS**  
**RESOLUTION NO. 11-2022**

**A RESOLUTION CREATING AN *AD HOC* SOLAR ECLIPSE PLANNING AND EMERGENCY MANAGEMENT COMMITTEE**

**WHEREAS**, an annular solar eclipse is predicted to occur over Kerrville on October 14, 2023; and

**WHEREAS**, a total solar eclipse is predicted to occur over Kerrville on April 8, 2024; and

**WHEREAS**, Kerrville has been included on several lists of the best locations in Texas and the United States to observe the two solar eclipses; and

**WHEREAS**, City Council expects an influx of visitors to Kerrville to view the two solar eclipses, significantly contributing to the local tourism economy and marketing of the community, but also contributing to increased traffic, increased use of resources, congestion, increased demand for fuel and food, and potential delays in emergency response; and

**WHEREAS**, City Council believes it to be in the public interest to create an *ad hoc* Solar Eclipse Planning and Emergency Management Committee to consider such issues, serve as the convening body to help organize local planning efforts, and report its findings, conclusions, and proposals to Council; and

**WHEREAS**, the *ad hoc* Solar Eclipse Planning and Emergency Management Committee will act in an advisory capacity to City Council in setting priorities to ensure that policies related to public safety, public health, traffic control, community events, marketing, and emergency planning are sufficient to address the crowds anticipated to visit Kerrville;

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

**SECTION ONE.** City Council hereby creates the *ad hoc* Solar Eclipse Planning and Emergency Management Committee (the “Solar Eclipse Committee”) to review and consider recommendations to ensure that policies related to public safety, public health, traffic control, and emergency planning are sufficient to address the crowds anticipated to visit Kerrville on October 14, 2023 and April 8, 2024.

**SECTION TWO.** The Solar Eclipse Committee shall review the following topics and/or policies as to adoption or revision, or other recommendations:

- Community event planning
- Traffic control
- Crowd control
- Emergency response
- Staging areas
- Emergency communication
- Resource distribution
- Potential resource depletion
- Public health and safety
- Sufficiency of health care services

**SECTION THREE.** The Solar Eclipse Committee will be made up of the following individuals:

- a) Kerrville Director of Parks and Recreation, chair
- b) Kerrville Chief of Police, co-chair
- c) Kerrville Fire Chief, co-chair
- d) President and CEO of the Kerrville Convention and Visitors Bureau, co-chair

These members may appoint additional members from community and governmental organizations with which the committee will need to work to address the issues impacting the Kerrville community by the number of people expected to view the eclipse. These organizations may include, but are not limited to, Kerr County, Texas; the Texas Department of Public Safety; the Texas Department of Transportation; Peterson Regional Medical Center; Kerrville Independent School District, Schreiner University, Kerrville Chamber of Commerce, Hill Country Astronomers, and the Hill Country Alliance. The chair of the Solar Eclipse Committee shall decide the method of appointing new and replacement members.

**SECTION FOUR.** The Solar Eclipse Committee will convene by holding an initial meeting in February or March 2022. Thereafter, the Solar Eclipse Committee shall make periodic reports to City Council with respect to its findings and conclusions. City Council anticipates that the Solar Eclipse Committee will conclude its work within 54 months.

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

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Bill Blackburn, Mayor

APPROVED AS TO FORM:

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William L. Tatsch, Asst. City Attorney

ATTEST:

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Shelley McElhannon, City Secretary



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

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**SUBJECT:** City Council meeting minutes held February 08, 2022.

**AGENDA DATE OF:** February 22, 2022 **DATE SUBMITTED:** Feb 10, 2022

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20220222\\_Minutes\\_2-08-22 Council meeting 6pm.pdf](#)

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

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

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

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**SUMMARY STATEMENT:**

City Council meeting minutes held February 08, 2022 at 6:00 p.m., in the City Hall Council Chambers.

**RECOMMENDED ACTION:**

Approve minutes as presented.

**CITY COUNCIL MINUTES  
REGULAR MEETING**

**KERRVILLE, TEXAS  
FEBRUARY 08, 2022 6:00 PM**

On February 08, 2022 at 6:00 p.m., the City Council meeting was called to order by Mayor Bill Blackburn at the City Hall Council Chamber, 701 Main Street. Councilmember Judy Eychner provided the invocation and led the Pledge of Allegiance.

**COUNCILMEMBERS PRESENT:**

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

**COUNCILMEMBER ABSENT:** None

**CITY EXECUTIVE STAFF:**

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

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

- Mike Allen, LCRA
- Mike Ash, Development Manager with JES Holdings, LLC
- Anne Berger-Entrekin, Hilltop Securities Investments
- Jay Juarez, McCall Parkhurst & Horton, Bond Counsel
- Sabine Kuenzel, Recovery Community Coalition Co-Chair and Secretary

**1. ANNOUNCEMENTS OF COMMUNITY INTEREST:** Mayor Blackburn reviewed meeting protocols. Announcements and items of interest to the community were presented by Stuart Cunyus, Mayor Blackburn, and Councilmember Eychner.

**2. PRESENTATIONS:**

2A. Kerrville Police Department recognition of Team Members.

Chief Chris McCall presented the Civilian of the Year award to Elizabeth Adame, the Supervisor of the Year award to Sergeant Hal Degenhardt, and the Officer of the Year award to Detective Benjamin Ledesma.

2B. Kerrville Fire Department presentation of Unit Citation of Merit.

Chief Eric Maloney recognized the Kerrville Fire Department during the October 23, 2021 Mass Casualty Incident which occurred at the Airport.

**3. VISITORS FORUM:**

The following person spoke:

- Nikki Caines

**4. CONSENT AGENDA:**

Two citizens pulled item 4A, Councilmember Roman Garcia requested to pull item 4B. Councilmember Eychner made a motion to adopt 4C and 4D as presented, and Councilmember Brenda Hughes seconded. The motion passed 5-0.

4C. Minutes for the City Council workshop held January 25, 2022.

4D. Minutes for the City Council meeting held January 25, 2022.

**END OF CONSENT AGENDA.**

4A. Resolution No. 09-2022. A Resolution ordering that a General Election be held on May 7, 2022, for the election of Mayor, Councilmember Place 3, and Councilmember Place 4; establishing the dates and times for early voting for such election; appointing election judges; and providing other matters related to subject.

The following persons spoke:

- Katy Chapman-Hanna
- George Baroody

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

Councilmember Garcia moved to deny Ordinance No. 09-2022, and instruct staff to return to Council at our next regular meeting with the Resolution to order the election for the positions of Mayor, Place 3, and Place 4 to be held on November 08, 2022 and to take all actions necessary and proper to conduct said election. Mayor Blackburn called for a second, with no Council response. The motion failed for lack of a second.

Councilmember Eychner moved to adopt Resolution No. 09-2022 as presented, seconded by Councilmember Kim Clarkson. Councilmember Garcia requested a roll call vote.

Councilmember Garcia – no

Councilmember Kim Clarkson – yes

Mayor Blackburn – yes

Councilmember Eychner – yes

Councilmember Hughes – yes

The motion passed 4-1, with Mayor Blackburn, Councilmember Clarkson, Councilmember Eychner, and Councilmember Hughes in favor, and Councilmember Garcia opposed.

4B. A Joint Election Agreement between the City of Kerrville and Kerr County for the May 7, 2022 City General Election and Bond Election.

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

Councilmember Eychner made a motion to approve the Joint Election Agreement, seconded by Councilmember Hughes. The motion passed 5-0.

**5. INFORMATION AND DISCUSSION:**

5A. City's emergency response to February 2022 Winter Storm Landon.

Chief Maloney and Chief McCall presented information and responded to questions.

Executive Director for Public Works/Engineering Stuart Barron, Director of Finance Julie Behrens, and Executive Director of General Operations Kim Meismer provided report outs.

**6. ORDINANCE(S), ONE READING:**

6A. Ordinance No. 2022-07. An Ordinance calling a Bond Election to be held in the City of Kerrville, Texas for the purpose of providing funds for the development of a Public Safety Facility for the City, to include accommodations to serve the Police Department and Fire Administration, Emergency Operations Center, Municipal Court, Information Technology Department and related functions; making provision for the conduct of a Joint Election; and resolving other matters related to such Election.

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

Julie Behrens, E.A. Hoppe, Jay Juarez, and Anne Berger-Entrekin provided information and responded to questions.

The following persons spoke:

- Peggy McKay
- George Baroody
- Barbara Dewell
- John Harrison

Anne Berger-Entrekin, E.A. Hoppe, John Harrison, and Julie Behrens provided clarification.

Councilmember Eychner made a motion to approve Ordinance No. 2022-07, seconded by Councilmember Hughes. The motion passed 5-0.

**7. RESOLUTION(S):**

7A. Resolution No. 08-2022. A Resolution expressing official intent to reimburse certain project costs (Public Safety Facility) from obligations to be issued by the City of Kerrville, Texas and other matters related thereto.

Shelley McElhannon read Resolution No. 08-2022 caption into record.

Julie Behrens introduced the item. Jay Juarez provided information and responded to questions.

The following person spoke:

- Peggy McKay

Jay Juarez, E.A. Hoppe, and Julie Behrens provided clarification.

Councilmember Eychner made a motion to adopt Resolution No. 08-2022, seconded by Councilmember Clarkson. The motion passed 5-0.

**8. PUBLIC HEARING AND ORDINANCES, FIRST READING:**

8A. Ordinance No. 2022-10. An Ordinance annexing an approximate 62.062 and 20.8 acre tracts of land, both located within the Comanche Trace Residential Development, into the City of Kerrville, Texas and extending the boundary limits of the City so as to include such property within the City Limits; approving a Service Agreement for the annexed property; and adopting the zoning for the annexed property as a Medium Density Residential District (R-2).

Shelley McElhannon read Ordinance No. 2022-10 caption into record.

Drew Paxton provided information. Drew Paxton and E.A. Hoppe responded to questions. Mayor Blackburn called for public speakers at 7:48 p.m.

No one spoke.

Mayor Blackburn closed the Public Hearing at 7:48 p.m.

Councilmember Hughes made a motion to approve Ordinance No. 2022-10 on first reading, seconded by Councilmember Eychner. The motion passed 5-0.

**9. ORDINANCES, FIRST READING:**

9A. Ordinance No. 2022-08. An Ordinance amending the City's Fiscal Year 2022 Budget to account for the receipt of additional revenue, the disbursement of such revenue, and to make other amendments as provided.

Shelley McElhannon read Ordinance No. 2022-08 caption into record.

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

The following person(s) spoke:

- Peggy McKay (declined when called upon)
- George Baroody

Julie Behrens and E.A. Hoppe provided clarification of information.

Councilmember Eychner made a motion to approve Ordinance No. 2022-08, seconded by Councilmember Hughes. The motion passed 5-0.

9B. Ordinance No. 2022-09. An Ordinance restating and reaffirming the creation of the Recovery Community Coalition of the City of Kerrville, Texas; and providing for its purpose, membership, roles, and responsibilities; the provision of said board will be placed within Chapter 2, Article IV of the City's Code of Ordinances.

Shelley McElhannon read Ordinance No. 2022-09 caption into record.

Chief Maloney provided information and responded to questions. Sabine Kuenzel was in attendance for questions.

Councilmember Garcia made a motion to adopt Ordinance No. 2022-09, seconded by Councilmember Hughes. The motion was passed 5-0.

**10. ORDINANCE(S), SECOND READING:**

10A. Ordinance No. 2022-02, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, such Chapter more commonly known as the City's Zoning Code; by amending said Code to include addition new definitions, revising the requirement for variances, requiring signs for notification, and other amendments as provided herein; providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject.

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

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

The following persons spoke:

- Peggy McKay
- George Baroody

Drew Paxton and Mike Hayes provided clarification.

Councilmember Garcia moved to adopt Ordinance No. 2022-02 with the exception of Sections 5, Section 10, and Section 11 to be further reviewed. Mayor Blackburn called for a second, with no Council response. The motion failed due to lack of second.

Councilmember Garcia made a motion to table this item until the first meeting in March, seconded by Councilmember Eychner. The motion to table carried 5-0.

**11. CONSIDERATION AND POSSIBLE ACTION:**

11A. Resolution No. 10-2022. A Resolution in support of the submission of an application to the 2022 Competitive Housing Tax Credit (HTC) program through the Texas Department of Housing and Community Affairs (TDHCA) by Riverview Manor, L.P., for the new construction of affordable Senior Housing.

Shelley McElhannon read Resolution No. 10-2022 caption into record.

Megan Folkerts introduced the item and presented information, and the Development Manager with JES Holdings Mike Ash presented information and responded to questions.

Councilmember Hughes moved to approve Resolution No. 10-2022 as presented, seconded by Councilmember Eychner. The motion passed 5-0.

11B. Interlocal Agreement with Lower Colorado River Authority (LCRA) for the procurement and installation of a 700 MHz Trunked radio system in the amount of \$2,802,956.79.

Shelley McElhannon read item 11B caption into record.

Charvy Tork, Chief McCall, Julie Behrens, and E.A. Hoppe presented information and responded to questions. Mike Allen was in attendance for questions.

The following person spoke:

- Bill Morgan, owner of Vantage Communications

Councilmember Hughes made a motion to authorize the City Manager to finalize and execute an interlocal agreement with LCRA, seconded by Councilmember Clarkson. The motion passed 5-0.

**12. ITEMS FOR FUTURE AGENDAS:**

- Zoom component at Council meetings (Councilmember Garcia) – Councilmember Eychner sponsored
- Commendation of Allen Hill (Councilmember Garcia) – Mayor Blackburn sponsored

**13. EXECUTIVE SESSION: N/A**

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

**ADJOURN.** The meeting adjourned at 9:01 p.m.

**APPROVED BY COUNCIL:** \_\_\_\_\_

APPROVED:

ATTEST:

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Bill Blackburn, Mayor

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Shelley McElhannon, City Secretary



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

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**SUBJECT:** City Council workshop minutes held February 15, 2022.

**AGENDA DATE OF:** February 22, 2022 **DATE SUBMITTED:** Feb 10, 2022

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20220222\\_Minutes 2-15-22 Council workshop 10am.pdf](#)

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

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

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

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**SUMMARY STATEMENT:**

City Council workshop minutes held February 15, 2022 at 10:00 a.m., in the City Hall Council Chambers.

**RECOMMENDED ACTION:**

Approve minutes as presented.

**CITY COUNCIL MINUTES  
WORKSHOP, COUNCIL CHAMBERS**

**FEBRUARY 15, 2022 10:00 A.M.  
KERRVILLE, TEXAS**

**CALL TO ORDER:** On February 15, 2022, at 10:00 a.m., the Kerrville City Council workshop was called to order by Mayor Bill Blackburn in the City Hall Council Chambers, 701 Main Street.

**COUNCILMEMBERS PRESENT:**

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

**COUNCILMEMBER ABSENT:** None

**CITY STAFF PRESENT:**

E.A. Hoppe	City Manager	Megan Folkerts, Senior Analyst
Mike Hayes	City Attorney	Guillermo Garcia, Exec Dir Innovation
Mike Hornes	Asst City Manager	Eric Maloney, Fire Chief
Kim Meismer	Asst City Manager	Charvy Tork, Director IT
Shelley McElhannon	City Secretary	

**CITIZENS PRESENT:** No citizen speaker information sheets turned in.

**1. PUBLIC COMMENTS:** No citizen requested to speak.

**2. CONSIDERATION AND POSSIBLE ACTION:**

2.A. RAVE Communication System and functionality, and inclement weather preparations.

E.A. Hoppe introduced the item. Chief Maloney, E.A. Hoppe, and Charvy Tork presented information. Chief Maloney, E.A. Hoppe, Charvy Tork, and Mike Hayes responded to questions. No action from City Council.

Councilmember Kim Clarkson made a motion that the City Council adjourn into closed executive session under 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), and 551.087 (deliberation regarding economic development negotiations) and Councilmember Roman Garcia seconded. The motion passed 5-0.

Mayor Blackburn recessed the workshop at 10:39 a.m. and convened closed executive session at 10:39 a.m.

**3. EXECUTIVE SESSION:**

3A. Workforce Housing development projects (551.071, 551.072, 551.087).

3B. Potential acquisition of property Public Safety Facility (551.071, 551.072).

The closed executive session adjourned, and Council returned to open session at 11:14 a.m. No action was taken during executive session.

**4. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION IF ANY:**

Councilmember Clarkson made a motion to authorize the City Manager to enter into a real estate purchase agreement with owner of property and to begin due diligence analysis, seconded by Councilmember Brenda Hughes. The motion passed 5-0.

**ADJOURN.** The meeting was adjourned at 11:15 a.m.

APPROVED BY COUNCIL: \_\_\_\_\_

APPROVED:

ATTEST:

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Bill Blackburn, Mayor

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Shelley McElhannon, City Secretary



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

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**SUBJECT:** Ordinance No. 2022-11. An Ordinance altering the prima facie speed limit on State Highway 173 from approximately fifteen hundred and eighty-five feet southeast of its intersection with State Loop 534 and continuing to the City Limits, located southeast of Comanche Trace Drive; such distance equal to 1.274 miles; reducing said speed limit to 50 miles per hour; authorizing installation of appropriate signs and markings; containing a savings and severability clause; providing for a maximum penalty or fine of two hundred dollars (\$200.00); and ordering publication.

**AGENDA DATE OF:** February 22, 2022 **DATE SUBMITTED:** Dec 27, 2021

**SUBMITTED BY:** Kyle Burow

**EXHIBITS:** [20220222\\_Ord 2022-11 Speed limit modification Hwy 173.pdf](#)

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

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

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	M - Mobility / Transportation
<b>Guiding Principle</b>	M5. Consider policies and technology that mitigate traffic congestion and improve traffic flow
<b>Action Item</b>	N/A

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**SUMMARY STATEMENT:**

At the request of the City of Kerrville, the Texas Department of Transportation (TxDOT) has conducted an engineering and traffic investigation for State Highway 173 (SH 173) southeast of Kerrville. The study area consisted of approximately 5.2 miles of SH 173 from the intersection of Loop 534 and SH 173 to Heap Lane near River Road, and was in compliance with Transportation Code, Sec. 545.353, Authority of Texas Transportation Commission to Alter Speed Limits. After evaluating the study, TxDOT has recommended decreasing the speed limit on SH 173 from the existing 55 mph to 50 mph. The new speed limit would affect 1.274 miles of SH 173 from approximately fifteen hundred and

eighty-five feet (1585') southeast of its intersection with State Loop 534 and continuing to the City limits, located southeast of Comanche Trace Drive. This change has been approved by TxDOT, but must also be subsequently approved by the City Council for the portion of roadway located within the Kerrville city limits.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2022-11 as presented.

**CITY OF KERRVILLE, TEXAS**  
**ORDINANCE NO. 2022-11**

**AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMIT  
ON STATE HIGHWAY 173 FROM APPROXIMATELY FIFTEEN  
HUNDRED AND EIGHTY-FIVE FEET SOUTHEAST OF ITS  
INTERSECTION WITH STATE LOOP 534 AND CONTINUING TO  
THE CITY LIMITS, LOCATED SOUTHEAST OF COMANCHE  
TRACE DRIVE; SUCH DISTANCE EQUAL TO 1.274 MILES;  
REDUCING SAID SPEED LIMIT TO 50 MILES PER HOUR;  
AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS  
AND MARKINGS; CONTAINING A SAVINGS AND  
SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM  
PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00);  
AND ORDERING PUBLICATION**

**WHEREAS**, Section 545.353 of the Texas Transportation Code authorizes the Texas Department of Transportation ("TxDOT") to make certain findings based upon engineering and traffic investigations and to alter prima facie speed limits on state roads located in whole or in part within the limits of an incorporated municipality; and

**WHEREAS**, TxDOT has made studies and surveys of the traffic flowing along a state road within the City limits of Kerrville, Texas; and

**WHEREAS**, TxDOT has found and determined from the studies referenced above that State Highway 173, from approximately fifteen hundred and eighty-five feet (1585') southeast of its intersection with State Loop 534 and continuing to the City limits, located southeast of Comanche Trace Drive, for a total distance of 1.274 miles, as more specifically described below, should be speed zoned to rates set out in this Ordinance; and

**WHEREAS**, City Council finds it to be in the public interest to comply with the request from TxDOT to adopt an ordinance altering the prima facie speed limit along a portion of State Highway 173;

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

**SECTION ONE.** No person shall drive a vehicle on that certain portion of State Highway 173 from approximately fifteen hundred and eighty-five feet (1585') southeast of its intersection with State Loop 534 and continuing to the City limits, located southeast of Comanche Trace Drive, for a total distance of 1.274 miles, as set out and described below, at a speed greater than is reasonable or prudent under the

circumstances then existing. The location of the relevant area is depicted in the attachment found at **Exhibit A**. The speed limits specified in this Section are lawful, but any speed in excess of the limit specified in this Section will be *prima facie* evidence that the speed is not reasonable or prudent and is unlawful. The speed of motor vehicles on the street as set out below is hereby established at the rate shown opposite the affected roadway, to wit:

<i>Beginning Point</i>	<i>Ending Point</i>	<i>Total Distance</i>	<i>Speed Limit</i>
1585 feet Southeast of the intersection of State Highway 173 and State Loop 534	City Limit line, which is Southeast of Comanche Trace Drive	1.274 miles	50 mph

**SECTION TWO.** The above speed zoning is based upon findings and determinations of the City Council made as a result of certain traffic surveys and studies made by TxDOT, a summary of which is attached as **Exhibit B**.

**SECTION THREE.** TxDOT is hereby authorized and directed to install appropriate speed zone signs and roadway markings commensurate with the provisions of this Ordinance.

**SECTION FOUR.** Any person violating the *prima facie* speed limits established by this Ordinance shall, upon conviction, be punished by a fine of not less than One Dollar (\$1.00) nor more than Two Hundred Dollars (\$200.00), as fully prescribed by Section 542.401, Texas Transportation Code, as may be amended.

**SECTION FIVE.** All existing ordinances, or any part thereof, in conflict with this Ordinance are hereby expressly repealed.

**SECTION SIX.** The repeal of ordinances, or parts of ordinances, effectuated by the enactment of this Ordinance shall not be construed as abating any actions pending under or by virtue of such ordinances; or as discontinuing, abating, modifying or altering any penalty accruing or to accrue; or as affecting the liability of any person, firm or corporation; or as waiving any right of the City under any section or provision existing at the time of the passage of this Ordinance.

**SECTION SEVEN.** 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 EIGHT.** 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.

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

**PASSED AND APPROVED ON SECOND AND FINAL READING**, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2022.

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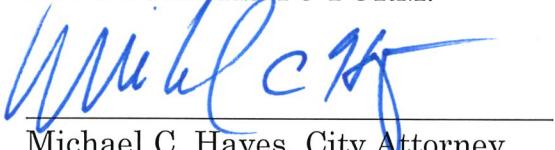
Bill Blackburn, Mayor

ATTEST:

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Shelley McElhannon, City Secretary

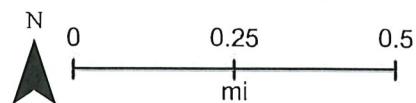
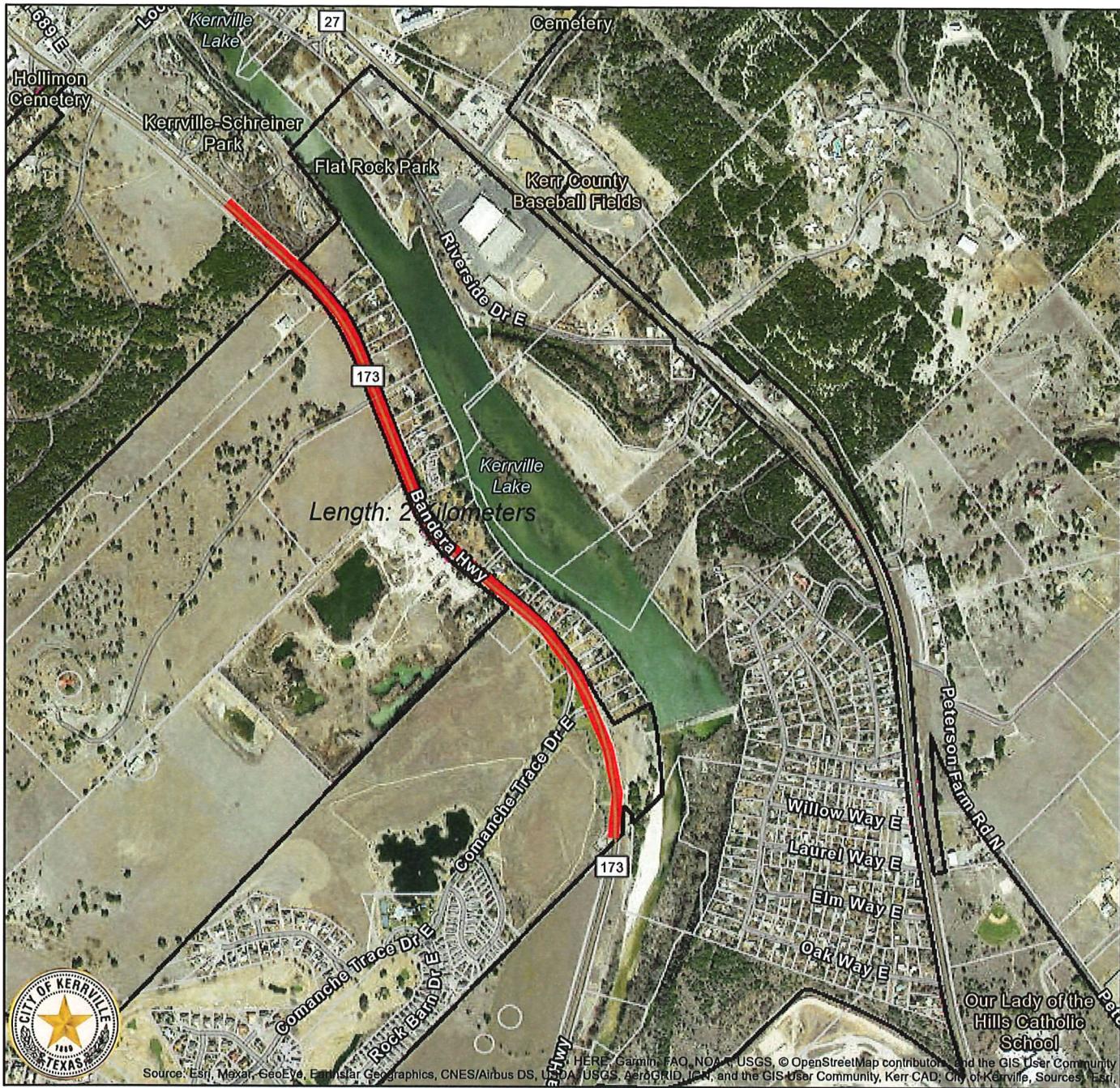
APPROVED AS TO FORM:



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Michael C. Hayes, City Attorney

# EXHIBIT A



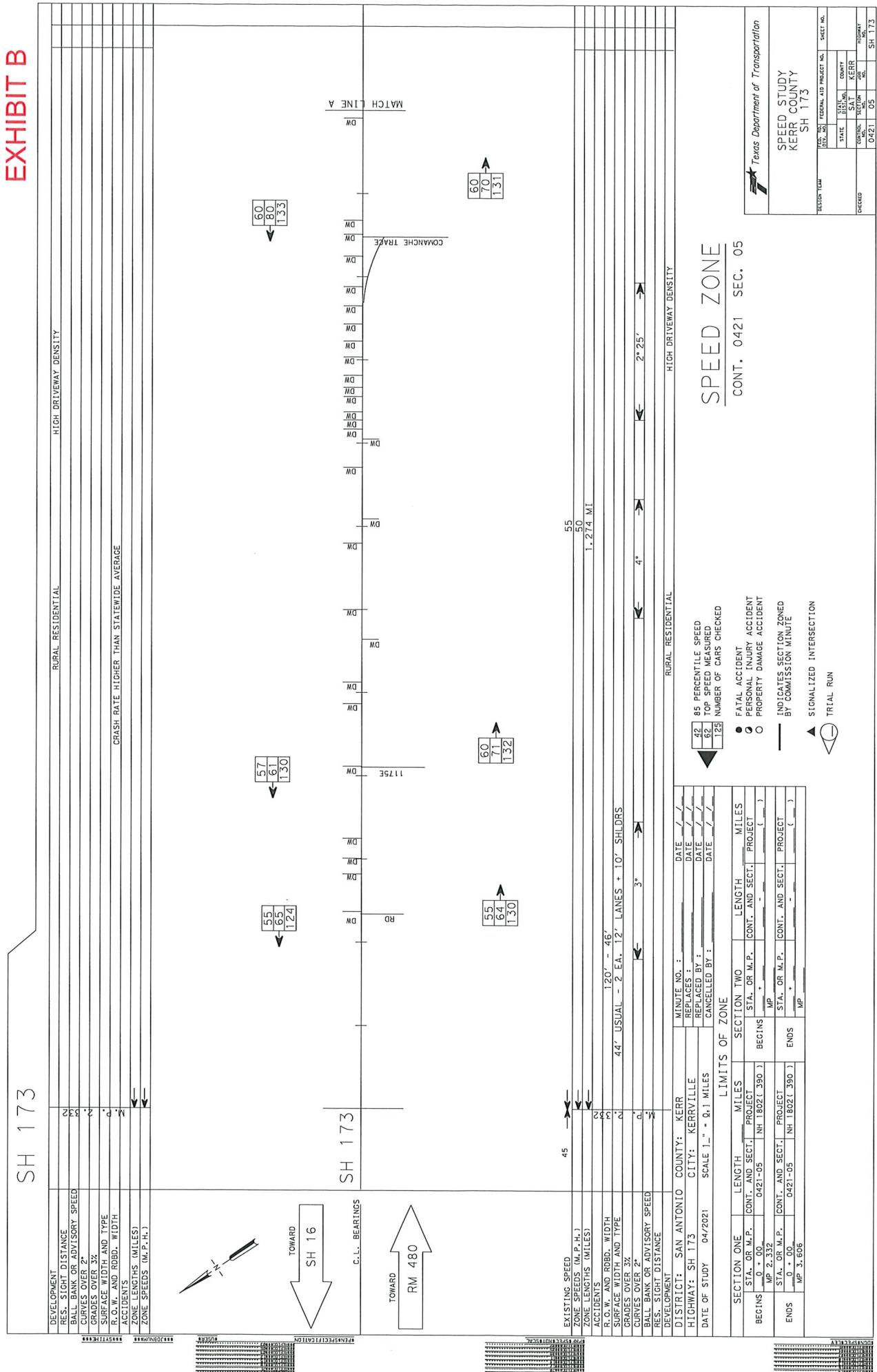
02/16/2022 09:46 AM

Utility Admin

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

## EXHIBIT B

SH 173



SH 173



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

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**SUBJECT:** Ordinance No. 2022-12. An Ordinance amending Chapter 102 "Traffic and Vehicles", Article IV "Operation of Vehicles", Division 1 "Generally", by adding a new section to this division to prohibit the use of an engine brake or similar devices; providing a penalty for each offense; providing an effective date; and providing other matters related to the subject.

**AGENDA DATE OF:** February 22, 2022 **DATE SUBMITTED:** Feb 11, 2022

**SUBMITTED BY:** Kyle Burow

**EXHIBITS:** [20220222\\_Ord 2022-12 Engine Brake.pdf](#)

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

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

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	M - Mobility / Transportation
<b>Guiding Principle</b>	M5. Consider policies and technology that mitigate traffic congestion and improve traffic flow
<b>Action Item</b>	N/A

**SUMMARY STATEMENT:**

The City has previously received complaints regarding loud noises from the use of engine brakes along roadways throughout the City of Kerrville. Kerrville has numerous highways and major roadways that carry significant volumes of large truck traffic through the communities hilly and steep terrain. Due to the steep terrain semi-trucks often utilize an engine brake, commonly referred to as "jake brakes," to reduce braking distance in slowing the vehicle. However, these engine brakes can cause an unexpected and unreasonable amount of noise when engaged, especially around adjacent or nearby residential corridors. In the interest of its citizens, the City has determined that unreasonable noise levels interfere with the peace, quiet, health, safety, and welfare of the general public. A large number of cities throughout the state of Texas have adopted similar ordinances including Bandera, Boerne, Burnet, Fredericksburg, Marble Falls, New

Braunfels, and San Marcos, all of which face similar "Texas Hill Country" issues of dealing with steep terrain in major transportation corridors. This ordinance prohibits the use of engine brakes within the Kerrville city limits. Exemptions are provided for vehicles that are attempting to avoid a traffic accident, or a potential accident. If approved, signs will be posted by City personnel but in approved TxDOT locations, at the Kerrville city limits to alert drivers of the prohibition against the use of Engine Exhaust Brakes.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2022-12 as presented.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2022-12**

**AN ORDINANCE AMENDING CHAPTER 102 "TRAFFIC AND VEHICLES", ARTICLE IV "OPERATION OF VEHICLES", DIVISION 1 "GENERALLY", BY ADDING A NEW SECTION TO THIS DIVISION TO PROHIBIT THE USE OF AN ENGINE BRAKE OR SIMILAR DEVICES; PROVIDING A PENALTY FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT**

**WHEREAS**, noise resulting from the use of an engine brake or retarder causes apprehension to individuals and the public at large; and obstructs, impairs, and destroys the reasonable, peaceful, and comfortable use and enjoyment of residences and property; and

**WHEREAS**, in addition, use of an engine brake or retarder therefore constitutes a nuisance and should be prohibited within the City and within 5,000 feet outside the limits of the City; and

**WHEREAS**, pursuant to Texas Local Government Code Section 217.042, the prohibition on the use of an engine brake or retarder is extended to within 5,000 feet beyond the limits of the City; and

**WHEREAS**, City Council believes that adopting these reasonable restrictions on operators while driving is in furtherance of addressing the public's health, safety, and welfare;

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

**SECTION ONE.** City Council finds that the findings and recitations set out in the preamble to this Ordinance are true and correct and are adopted and made a part hereof for all purposes.

**SECTION TWO.** Chapter 102, Article IV, Division 1 of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding a new Section 102-120 to read as follows:

**"Sec. 102-120. – Use of Engine Brake or Retarder Prohibited.**

(a) This section applies to a roadway or street within the corporate limits, and extends to within 5,000 feet outside the limits, including a state maintained roadway.

(b) It is unlawful for a person to use an engine brake, compression brake, mechanical exhaust device, or engine retarder to assist in slowing or braking a motor vehicle, except for a fire truck engaged in emergency duties.

(c) Any person who violates this section shall be guilty of a misdemeanor offense punishable by a fine not to exceed \$500.00 for each offense.”

**SECTION THREE.** 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 this new section of Chapter 102, Article IV, Division 1, to correct any typographical errors, and to index, format, number, and letter the paragraphs to the existing Code, as appropriate.

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

**SECTION FIVE.** If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding will not affect the validity of the remaining portions of this Ordinance. The 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 SIX.** A person convicted of an offense under this Ordinance shall be fined in an amount not to exceed \$500.00 for each offense.

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

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

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

PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2022.

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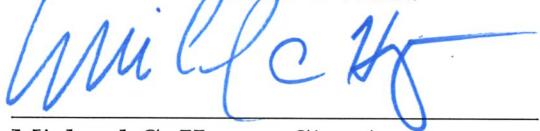
Bill Blackburn, Mayor

ATTEST:

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Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



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Michael C. Hayes, City Attorney



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



**SUBJECT:** Ordinance No. 2022-10, second reading. An Ordinance annexing an approximate 62.062 and 20.8 acre tracts of land, both located within the Comanche Trace Residential Development, into the City of Kerrville, Texas and extending the boundary limits of the City so as to include such property within the City Limits; approving a Service Agreement for the annexed property; and adopting the zoning for the annexed property as a Medium Density Residential District (R-2).

**AGENDA DATE OF:** February 22, 2022      **DATE SUBMITTED:** Feb 10, 2022

**SUBMITTED BY:** Drew Paxton

**EXHIBITS:** [20220222\\_Ord 2022-10 Annex CT 62 and 20 acre tracts second reading.pdf](#)

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

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**SUMMARY STATEMENT:**

**PROPOSAL:** An ordinance to annex into the City of Kerrville's incorporated limits with a zoning classification of R-2 Medium Density Residential District the following parcels: 62.062 acres located in the William Watt Survey No. 64, Abstract 363, the William Watt Survey No. 65, Abstract 364, the Thomas Jackson Survey No. 394, Abstract 212 & 20.8 acres located in the William Watt Survey No. 66, Abstract 365 and the William Watt Survey No. 65, Abstract 364, Kerr County, Texas, being a portion of a called 1131.78 acre tract of land of record in Volume 971, Page 698 of the Official Public Records of Kerr County, Texas; and generally located at Comanche Trace Drive and Lower Turtle Creek Road.

**PROCEDURAL REQUIREMENTS:** The City, in accordance with state law, mailed 49 letters on 12/21/2021 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 12/16/2021.

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

## STAFF ANALYSIS AND RECOMMENDATIONS:

Adjacent Zoning and Land Uses: Subject Property

Current Zoning: N/A County/ETJ

Existing Land Use: Golf course and Vacant Land

Direction: North

Current Zoning: R-1

Existing Land Uses: Single-family residential

Direction: West, East, & South

Current Zoning: N/A ETJ

Existing Land Uses: vacant land

CONSISTENCY WITH THE KERRVILLE 2050 COMPREHENSIVE PLAN ("COMP PLAN"): The subject property is within the Preservation Residential and Estate Residential place types on the Future Land Use Plan. This case includes a minor amendment to the Future Land Use Plan to designate the entire area as Preservation Residential. The inclusion of the golf course and other open spaces within the Comanche Trace development is consistent with the goals and description of the Preservation Residential place type.

THOROUGHFARE PLAN: The subject property is located within the Comanche Trace development and has access to both Lower Turtle Creek Road and Bandera Highway. This phase of the Comanche Trace development includes the extension of Comanche Trace Drive to Lower Turtle Creek Road.

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

PARKING: All off-street parking requirements will be met as per the zoning code.

CASE SUMMARY: The applicant is requesting that the City annex the property with a zoning of R-2, Medium Density Residential.

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

On January 6th, the Planning and Zoning Commission recommended approval of the annexation and zoning with a unanimous vote.

On February 8th, the City Council approved Ordinance No. 2022-10 unanimously.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2022-10 on second reading.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2022-10**

**AN ORDINANCE ANNEXING AN APPROXIMATE 82.831 ACRE TRACT OF LAND, BEING MADE UP OF A 62.062 AND 20.769 ACRE TRACTS OF LAND, BOTH LOCATED WITHIN THE COMANCHE TRACE RESIDENTIAL DEVELOPMENT, INTO THE CITY OF KERRVILLE, TEXAS AND EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE SUCH PROPERTY WITHIN THE CITY LIMITS; APPROVING A SERVICE AGREEMENT FOR THE ANNEXED PROPERTY; AND ADOPTING THE ZONING FOR THE ANNEXED PROPERTY AS A MEDIUM DENSITY RESIDENTIAL DISTRICT (R-2)**

**WHEREAS**, the owner of an area made up of two tracts of land has requested annexation of the area by the City of Kerrville, Texas ("City"), pursuant to Local Government Code Section 43.0671; and

**WHEREAS**, all of the herein-described property lies within the extraterritorial jurisdiction of the City; and

**WHEREAS**, in conjunction with the approval of this Ordinance, City Council also approves a Service Agreement for the subject property; and

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

**WHEREAS**, the City has complied with all prerequisites of state law and the City Charter as to the annexation and the application of zoning to the area;

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

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

**SECTION TWO.** City Council annexes into the City limits for all legal purposes all of a certain tracts or parcels of land, which when combined contain 82.862 acres, more or less; and being 62.062 acres located in the William Watt Survey No. 64, Abstract 363; the William Watt Survey No. 65, Abstract 364; the Thomas Jackson Survey No. 394, Abstract 212; and, 20.769 acres located

in the William Watt Survey No. 66, Abstract 365; and the William Watt Survey No. 65, Abstract 364, Kerr County, Texas; being a portion of a called 1131.78 acre tract of land as recorded in Volume 971, Page 698 of the Real Property Records of Kerr County, Texas; and generally located adjacent to and north of the intersection of Comanche Trace Drive and Lower Turtle Creek Road; generally located within the Comanche Trace Residential Development; and being more particularly described and depicted in **Exhibit A** (the “Property”).

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

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

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

**SECTION SIX.** Upon the adoption of this Ordinance, and in accordance with Section 60-37 of the City’s Zoning Code, the Property is zoned as a Medium Density Residential District (R-2).

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

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

**SECTION NINE.** In accordance with the Texas Local Government Code and other applicable laws, the City Secretary is directed to file a certified copy of this Ordinance together with a copy of the petition requesting annexation with the Kerr County Clerk, Kerr Central Appraisal District, and the Texas Comptroller.

**PASSED AND APPROVED ON FIRST READING, this the 08  
day of FEBRUARY A.D., 2022.**

**PASSED AND APPROVED ON SECOND READING, this the \_\_\_\_\_  
day of \_\_\_\_\_ A.D., 2022.**

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Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

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Shelley McElhannon, City Secretary

## **Exhibit A**

**FIELD NOTES FOR A 62.062 ACRE TRACT OF LAND**

A **62.062 acre** tract of land, located in the William Watt Survey No. 64, Abstract 363, the William Watt Survey No. 65, Abstract 364, the Thomas Jackson Survey No. 394, Abstract 212, Kerr County, Texas, being a portion of a called 1131.78 acre tract of land of record in Volume 971, Page 698 of the Official Public Records of Kerr County, Texas. Said **62.062 acre** tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a found 10" cedar fence post in the northwest right-of-way line of F.M. 2771, also known as Lower Turtle Creek Road, a 100' wide public right-of-way, in the westerly line of said 1131.78 acre tract, at the southeast corner of a called 779.30 acre tract of land as described in Document No. 14-02564 of the Official Public Records of Kerr County, Texas and for the southwest corner of the tract described herein;

**THENCE:** Departing said right-of-way line, and with the common line between said 1131.78 acre tract and said 779.30 acre tract, the following seven (7) courses:

1. N 34° 32' 03" W, a distance of **1489.16 feet** to a point for corner,
2. N 29° 58' 57" W, a distance of **274.57 feet** to a found ½" iron rod for corner,
3. N 41° 26' 02" E, a distance of **234.92 feet** to a found ½" iron rod for corner,
4. N 13° 02' 19" W, a distance of **143.85 feet** to a found ½" iron rod for corner,
5. N 29° 17' 48" W, a distance of **1438.74 feet** to a found ½" iron rod for corner,
6. N 45° 19' 24" W, a distance of **506.34 feet** to a found ½" iron rod for corner, and
7. N 44° 57' 14" E, a distance of **315.01 feet** to a found ½" iron rod with a yellow plastic cap stamped "Grogan" at the west corner of a 20' Wide Greenbelt & Pedestrian Trail as shown on the Comanche Trace, Phase 10 Subdivision Plat of record in Volume 7, Pages 366-367 of the Plat Records of Kerr County, Texas and for a northwesterly corner of the tract described herein;

**THENCE:** With the westerly, southerly and easterly lines of said Phase 10 Plat, the following nine (9) courses:

1. S 45° 01' 09" E, a distance of **20.00 feet** to a found ½" iron rod with a yellow plastic cap stamped "Grogan" for corner,
2. S 32° 49' 59" E, a distance of **589.85 feet** to a found ½" iron rod with a yellow plastic cap stamped "Grogan" for corner,
3. S 27° 28' 33" E, a distance of **300.64 feet** to a found ½" iron rod with a red plastic cap stamped "Voelkel" for corner,
4. S 27° 50' 16" E, a distance of **311.07 feet** to a found ½" iron rod with a yellow plastic cap stamped "Grogan" for corner,
5. S 66° 59' 03" E, a distance of **237.01 feet** to a found ½" iron rod with a yellow plastic cap stamped "Grogan" for corner,
6. N 64° 13' 13" E, a distance of **221.14 feet** to a found ½" iron rod with a yellow plastic cap stamped "Grogan" for corner,
7. N 05° 18' 03" E, a distance of **618.97 feet** to a found ½" iron rod with a yellow plastic cap stamped "Grogan" for corner,
8. N 17°17' 29" E, a distance of **1049.75 feet** to a found ½" iron rod for corner, and
9. N 51° 11' 24" E, a distance of **40.02 feet** to a found ½" iron rod in the southwesterly right-of-way line of Comanche Trace Drive, a 60' wide public right-of-way, as shown on said Phase 10 Plat and on the Comanche Trace, Phase 11 Subdivision Plat of record in Volume 8, Pages 57-58 of the Plat Records of Kerr County, Texas and for the most northerly corner of the tract described herein;

**THENCE:** With the southwesterly right-of-way line of Comanche Trace Drive as shown on said Phase 11 Plat, the following two (2) courses:

1. S 38° 49' 01" E, a distance of **23.35 feet** to a found ½" iron rod in concrete for a point of curvature, and

- With a curve to the left having a radius of **430.00 feet**, an arc length of **151.67 feet**, a delta angle of **020° 12' 34"** and a chord bears, **S 48° 55' 18" E**, a distance of **237.95 feet** to a point of non-tangency, and a northeasterly corner of the tract described herein;

**THENCE:** Departing said right-of-way line, into said 1131.78 acre tract, the following twenty-two (22) courses:

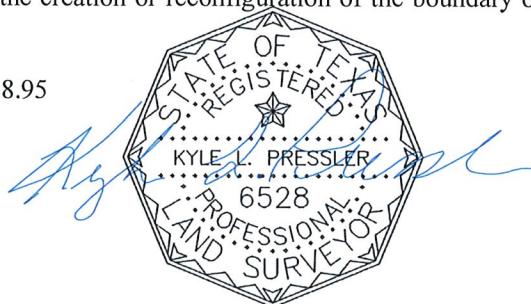
- S 02° 30' 20" W**, a distance of **400.94 feet** to a point for a corner,
- S 03° 51' 17" W**, a distance of **549.65 feet** to a point for a corner,
- S 06° 58' 51" W**, a distance of **575.36 feet** to a point for a corner,
- S 35° 59' 03" W**, a distance of **367.17 feet** to a point for a corner,
- S 17° 21' 35" W**, a distance of **415.19 feet** to a point for a corner,
- S 21° 38' 36" W**, a distance of **248.26 feet** to a point for a corner,
- S 15° 53' 07" W**, a distance of **331.66 feet** to a point for a corner,
- S 35° 32' 31" W**, a distance of **624.14 feet** to a point for a corner,
- N 51° 44' 25" E**, a distance of **397.73 feet** to a point for a corner,
- N 26° 18' 15" E**, a distance of **58.24 feet** to a point for a corner,
- S 62° 25' 39" E**, a distance of **27.47 feet** to a point of curvature;
- With a curve to the right having a radius of **680.00 feet**, an arc length of **166.78 feet**, a delta angle of **014° 03' 09"** and a chord bears, **S 55° 24' 05" E**, a distance of **166.36 feet** to a point of reverse curvature,
- With a curve to the left having a radius of **15.00 feet**, an arc length of **23.19 feet**, a delta angle of **088° 35' 07"** and a chord bears, **N 87° 19' 56" E**, a distance of **20.95 feet** a point of non-tangency,
- S 43° 57' 57" E**, a distance of **50.07 feet** to a point of curvature,
- With a non-tangent curve to the left having a radius of **15.00 feet**, an arc length of **22.22 feet**, a delta angle of **084° 53' 11"** and a chord bears, **S 00° 40' 13" W**, a distance of **20.25 feet** to a point of reverse curvature,
- With a curve to the right having a radius of **680.00 feet**, an arc length of **284.34 feet**, a delta angle of **023° 57' 30"** and a chord bears, **S 29° 47' 37" E**, a distance of **282.27 feet** to a point of reverse curvature,
- With a curve to the left having a radius of **15.00 feet**, an arc length of **22.24 feet**, a delta angle of **084° 56' 06"** and a chord bears, **S 60° 16' 56" E**, a distance of **20.26 feet** to a point of non-tangency,
- S 13° 00' 40" E**, a distance of **88.00 feet** to a point for corner,
- N 77° 15' 01" E**, a distance of **49.82 feet** to a point for a corner,
- S 14° 35' 48" E**, a distance of **48.17 feet** to a point for corner,
- S 01° 17' 53" W**, a distance of **406.42 feet** to a point for a corner, and
- S 12° 12' 04" W**, a distance of **30.31 feet** to a point in the northerly right-of-way line of F.M. 2771, the southerly line of said 1131.78 acre tract, for a point of curvature and the southeast corner of the tract described herein;

**THENCE:** With the northerly right-of-way line of F.M. 2771, the following two (2) courses:

- With a non-tangent curve to the left having a radius of **955.13 feet**, an arc length of **591.58 feet**, a delta angle of **035° 29' 14"** and a chord bears, **S 84° 27' 58" W**, a distance of **582.17 feet** to a point of tangency, from which a TxDOT R.O.W. monument, Type I, bears, **S 79° 11' 32" E**, a distance of 1.47 feet, and
- S 66° 43' 20" W**, a distance of **226.08 feet** to the **POINT OF BEGINNING** and containing **62.062 acres** of land situated in Kerr County, Texas.

Note: This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

22 Tex. Admin. Code § 138.95

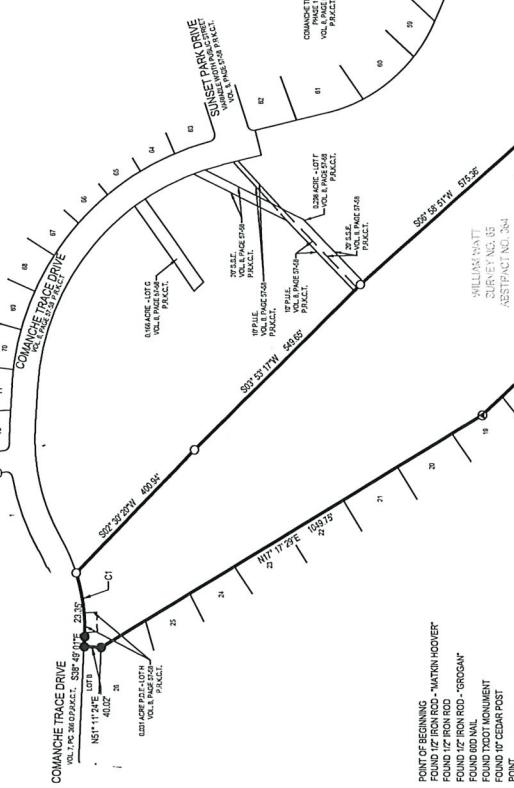


Job # 17-4029 62.062 ac

Date: October 29, 2021

This document does not constitute a boundary survey and shall not be recorded or any purpose.  
The document was prepared for the 2010 Ad Valorem Tax Roll and is not correct for the purpose of title or  
subdivision for which it is prepared. -27TH ADAM, COVE, 1355

EXHIBIT OF  
A 62.062 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM WATT SURVEY NO. 65,  
ABSTRACT 364, THE THOMAS JACKSON SURVEY NO. 384, ABSTRACT 212, KERR COUNTY, TEXAS, BEING A PORTION OF CALLED  
1131.78 ACRE TRACT OF LAND OF RECORD IN VOLUME 571, PAGE 688 OF THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS.



## FIELD NOTES FOR A 20.769 ACRE TRACT OF LAND

A **20.769 acre** tract of land, located in the William Watt Survey No. 66, Abstract 365 and the William Watt Survey No. 65, Abstract 364, Kerr County, Texas, being a portion of a called 1131.78 acre tract of land of record in Volume 971, Page 698 of the Official Public Records of Kerr County, Texas. Said **20.769 acre** tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a found  $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "Grogan" in the northerly right-of-way line of Comanche Trace Drive, a 60' wide public right-of-way, as shown on the Comanche Trace, Phase 11 Subdivision Plat of record in Volume 8, Pages 57-59 of the Plat Records of Kerr County, Texas, at the southwest corner of Lot 1, Block A of said Phase 11 Plat, for a point of curvature and the southeast corner of the tract described herein;

**THENCE:** With the northerly right-of-way line of Comanche Trace Drive, as shown on said Phase 11 Plat and on the Comanche Trace Phase 10 Subdivision Plat of record in Volume 7, Pages 366-367 of the Plat Records of Kerr County, Texas, the following two (2) courses:

1. With a non-tangent curve to the right having a radius of **370.00 feet**, an arc length of **159.71 feet**, a delta angle of **024° 43' 53"** and a chord bears, **N 51° 10' 58" W**, a distance of **158.47 feet** to a found  $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "Grogan" for a point of tangency, and
2. **N 38° 49' 01" W**, a distance of **190.61 feet** to a found  $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "Grogan" at the southeast corner of Lot 19, Block A of the Comanche Trace Phase 9 Subdivision Plat of record in Volume 7, Pages 326-327 of the Plat Records of Kerr County, Texas and for the southwest corner of the tract described herein;

**THENCE:** Departing said right-of-way line, and with the easterly lines of said Phase 9 Subdivision, the following five (5) courses:

1. **N 42° 35' 17" E**, a distance of **236.10 feet** to a found  $\frac{1}{2}$ " iron rod for corner,
2. **N 17° 22' 01" E**, a distance of **306.42 feet** to a found  $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "Grogan" for corner,
3. **N 02° 15' 57" E**, a distance of **586.54 feet** to a found  $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "Grogan" for corner,
4. **N 16° 43' 28" W**, a distance of **154.31 feet** to a found  $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "Grogan" for corner, and
5. **N 07° 22' 36" E**, a distance of **265.46 feet** to a found  $\frac{1}{2}$ " iron rod (bent) for the northwest corner of the tract described herein;

**THENCE:** Into said 1131.78 acre tract, the following two (2) courses:

1. **S 04° 06' 18" E**, a distance of **66.84 feet** to a point for corner, and
2. **S 73° 23' 28" E**, a distance of **1000.12 feet** to a point in the westerly right-of-way line of Club House Road, a variable width public right-of-way, as shown on the Comanche Trace, Phase 13 Subdivision Plat of record in Document No. 18-07562 of the Plat Records of Kerr County, Texas and for the northeast corner of the tract described herein;

**THENCE:** With the westerly right-of-way line of said Club House Road, the following five (5) courses:

1. **S 06° 00' 23" E**, a distance of **25.93 feet** to a found  $\frac{1}{2}$ " iron rod (bent) for a point of curvature,
2. With a curve to the right having a radius of **15.00 feet**, an arc length of **23.99 feet**, a delta angle of **091° 37' 18"** and a chord bears, **S 39° 48' 16" W**, a distance of **21.51 feet** to a found  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of non-tangency,
3. **S 06° 53' 24" E**, a distance of **50.04 feet** to a point of curvature,

4. With a non-tangent curve to the right having a radius of **15.00 feet**, an arc length of **23.21 feet**, a delta angle of **088° 40' 23"** and a chord bears, **S 50° 20' 35" E**, a distance of **20.97 feet** to a found **½"** iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of tangency, and
5. **S 06° 00' 23" E**, a distance of **13.91 feet** to a found **½"** iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" at the northeast corner of Lot 7, Block A of said Phase 13 Plat and for an easterly corner of the tract described herein;

**THENCE:** Departing said right-of-way line and with the westerly lines of said Phase 13 Plat, the following four (4) courses:

1. **S 83° 59' 37" W**, a distance of **97.93 feet** to a found **½"** iron rod for corner,
2. **S 28° 24' 15" W**, a distance of **173.47 feet** to a found **½"** iron rod (bent) for corner,
3. **S 38° 26' 32" W**, a distance of **714.41 feet** to a found **½"** iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for corner, and
4. **S 30° 57' 03" W**, a distance of **247.74 feet** to a point at the southwest corner of said Phase 13 Plat, the northwest corner of Lot 4, Block A of said Phase 11 Plat and for an angle of the tract described herein;

**THENCE:** With the westerly lines of said Phase 11 Plat, the following two (2) courses:

1. **S 30° 58' 26" W**, a distance of **203.34 feet** to a point for corner, and
2. **S 47° 12' 10" W**, a distance of **191.78 feet** to the **POINT OF BEGINNING** and containing **20.769 acres** of land situated in Kerr County, Texas.

Note: This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

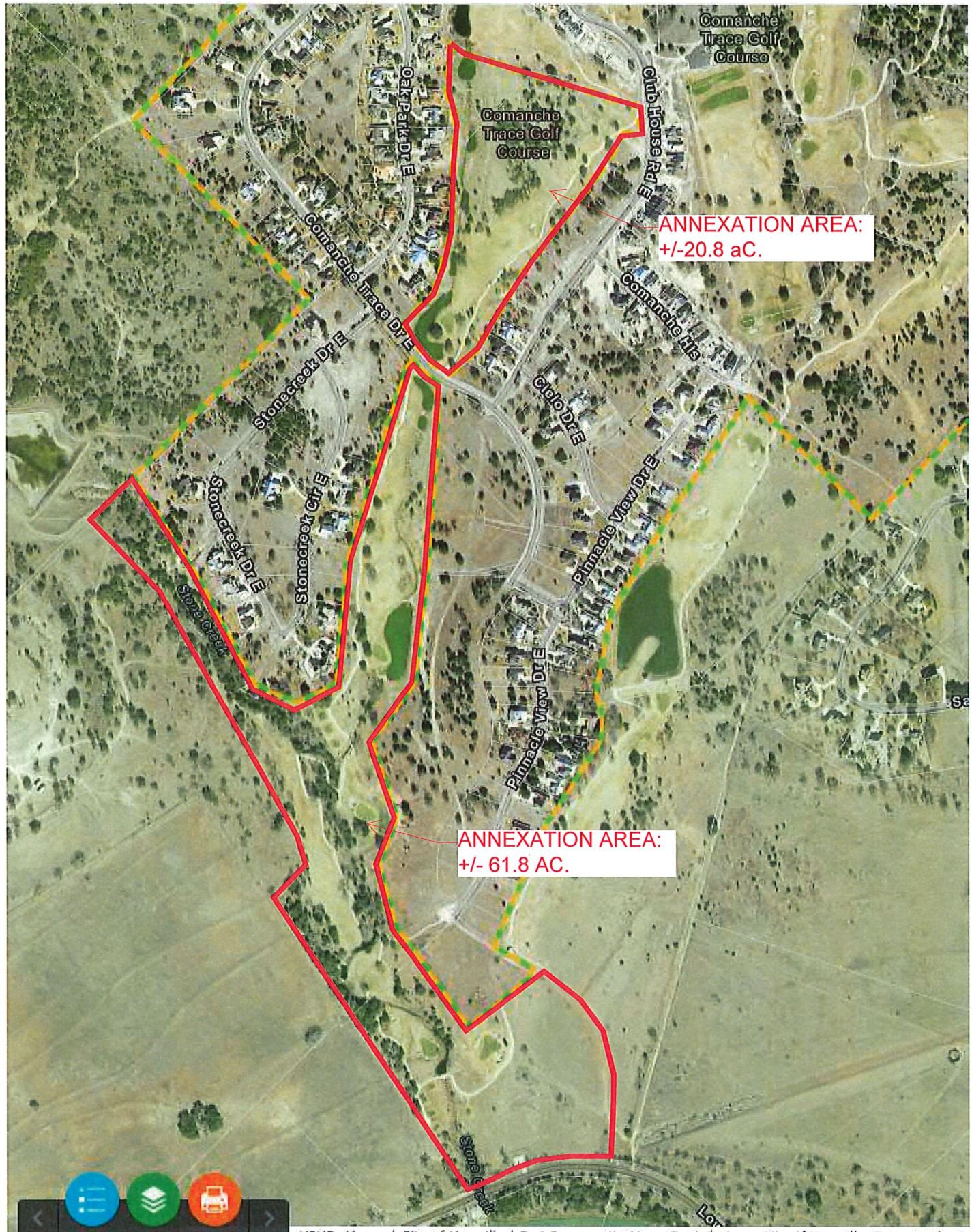
22 Tex. Admin. Code § 138.95

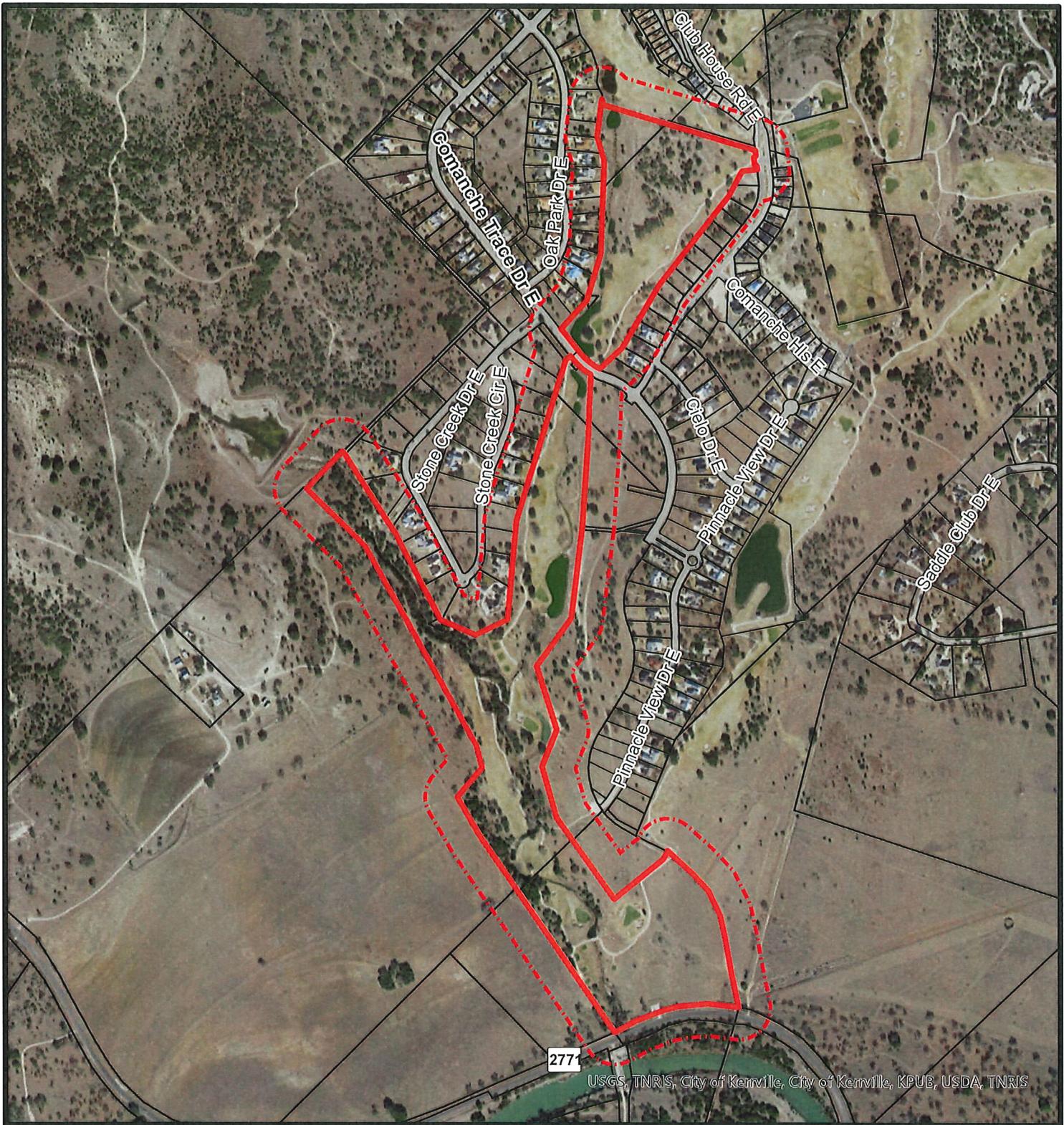


Job # 17-4029 20.769 ac

Date: October 29, 2021







## Location Map

### Case # PZ-2021-34

#### Location:

20.8-acres out of ABS A0364

WATT SUR 65, ABS A0365 WATT SUR 66 &

62.1-acres out of ABS A0212 JACKSON SUR 394, ABS A0212 JACKSON SUR 394

#### Legend

200' Notification Area



Subject Properties



0 300 600 1,200

Scale In Feet

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

## **Exhibit B**

PETITION REQUESTING ANNEXATION TO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS, OF TEXAS ACRES OUT OF THE WILLIAM WATT NO. 64 Survey, Abstract Number 363, THE WILLIAM WATT NO. 65 Survey, Abstract Number 364, and THE THOMAS JACKSON NO. 394 Survey, Abstract Number 212, KERR COUNTY TEXAS

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

Comanche Trace Ranch & Golf Club, LLLP is the sole owner of an approximately 61.8 acre tract of land and an approximately 20.8 acre tract of land, both located adjacent to the incorporated limits of the City of Kerrville which is more particularly described as follows:

SEE ATTACHED SURVEY AND METES & BOUNDS DESCRIPTION.

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

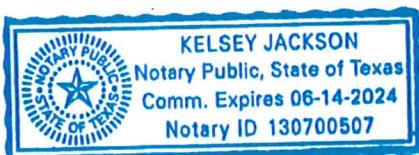
SUBMITTED THIS 8th day of November.

By: \_\_\_\_\_ Legally authorized signature

## ACKNOWLEDGEMENT

THE STATE OF TEXAS  
COUNTY OF KERR

This instrument was acknowledged before me on the 8<sup>th</sup> day of November,  
by Trevor Hyde for and on behalf of Comanche Trace Ranch & Golf  
Club, LLP.



NOTARY PUBLIC, STATE OF TEXAS

Printed Name: Kelsey Jackson

My Commission Expires: 06/14/2024

## EXHIBIT C

### SERVICE AGREEMENT

This Services Agreement (the “Agreement”) is entered into between the City of Kerrville, a Texas Home-Rule Municipal Corporation (the “City”) and the Comanche Trace Ranch & Golf Club, LLLP (the “Owner”). The City and the Owner are collectively referred to as the Parties.

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

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

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

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

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

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

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

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

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

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

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

**Section 7. Covenant Running with the Land.** This Agreement shall run with the Subject Property, and this Agreement 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 \_\_\_\_\_, 2022.

Trevor Hyde, \_\_\_\_\_,  
Comanche Trace Ranch & Golf  
Club, LLLP

STATE OF TEXAS  
COUNTY OF KERR

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Trevor Hyde, \_\_\_\_\_, Comanche Trace Ranch & Golf Club.

---

Notary Public, State of Texas

---

E.A. Hoppe, City Manager, City  
of Kerrville, Texas

STATE OF TEXAS                   §  
   §  
COUNTY OF KERR                   §

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

---

Notary Public, State of Texas

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

**EXHIBIT 1**  
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

(NOTE: *see* Exhibit A to Ord. No. 2022-10 for description; description to be included as an attachment to this agreement prior to execution)



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

---

**SUBJECT:** Ordinance No. 2022-09, second reading. An Ordinance restating and reaffirming the creation of the Recovery Community Coalition of the City of Kerrville, Texas; and providing for its purpose, membership, roles, and responsibilities; the provision of said board will be placed within Chapter 2, Article IV of the City's Code of Ordinances.

**AGENDA DATE OF:** February 22, 2022 **DATE SUBMITTED:** Feb 10, 2022

**SUBMITTED BY:** Eric Maloney

**EXHIBITS:** [20220222\\_Ord 2022-09 RCC membership qualifications second reading.pdf](#)

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

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

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

**SUMMARY STATEMENT:**

Adoption of Ordinance No. 2022-09 will decrease the membership of the Recovery Community Coalition to seven members. City Council will select members of the Coalition from community stakeholder groups, with a preference for a member from each of the following but any of which may include more than one member:

- Owner or staff member of a boarding home facility with a valid permit issued by the City.
- Member of the recovery community.
- Citizen of Kerrville with interest in these issues.
- Representative of mental health support organizations such as the Kerrville State Hospital.

- Representative of Peterson Health.
- Representative of Hill Country MHDD Centers.
- Representative from a residential addiction treatment facility located within Kerr County.

On February 08, 2022, City Council approved Ordinance No. 2022-09 unanimously.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2022-09, on second reading as presented. Confirm board members.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2022-09**

**AN ORDINANCE RESTATING AND REAFFIRMING THE  
CREATION OF THE RECOVERY COMMUNITY COALITION OF  
THE CITY OF KERRVILLE, TEXAS; AND PROVIDING FOR ITS  
PURPOSE, MEMBERSHIP, ROLES, AND RESPONSIBILITIES;  
THE PROVISION OF SAID BOARD WILL BE PLACED WITHIN  
CHAPTER 2, ARTICLE IV OF THE CITY'S CODE OF  
ORDINANCES**

**WHEREAS**, in 2016, City Council, pursuant to Resolution No. 26-2016, created the Recovery Community Coalition (the “RCC”) for the stated purpose of enhancing opportunities for the local recovery community to become fully integrated into the fabric of Kerrville; and

**WHEREAS**, after the adoption of Resolution No. 18-2018, City Council amended the RCC in 2018, by revising its membership qualifications; and

**WHEREAS**, since 2016, the RCC has consistently and periodically met to fulfill its purpose and engage in discussions regarding various issues that arise with respect to persons in recovery; and

**WHEREAS**, the City Council desires to restate and reaffirm the creation of the City’s Recovery Community Coalition but to reduce the number of members of the RCC and amend its membership qualifications;

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

**SECTION ONE.** Chapter 2 “Administration”, Article IV “Boards and Commissions” of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding a new Section 2-92, with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (added) as follows:

“Chapter 2 - ADMINISTRATION

ARTICLE IV. BOARDS, ~~AND~~ COMMISSIONS, AND COMMITTEES

Sec. 2-92. - Recovery Community Coalition.

(a) Creation of Recovery Community Coalition; terms, membership, meetings.

- (1) There is hereby created the Recovery Community Coalition (“Coalition”) which shall be an advisory board of seven (7) members. The Coalition shall select a chair, vice chair, and a secretary from among its members.
- (2) Each member shall be subject to a two-year term; provided, however, that at the Coalition’s first meeting after its reaffirmation, members shall draw lots to establish the duration of each member’s term, with four (4) members serving a two-year term and the remaining three (3) members serving a one-year term. All members shall serve until their successors are appointed and qualified.
- (3) City Council will select members of the Coalition from community stakeholder groups, with a preference for a member from each of the following but any of which may include more than one member:

  - a. Owner or staff member of a boarding home facility with a valid permit issued by the City;
  - b. Member of the recovery community;
  - c. Citizen of Kerrville with interest in these issues;
  - d. Representative of mental health support organizations such as the Kerrville State Hospital;
  - e. Representative of Peterson Health;
  - f. Representative of Hill Country MHDD Center or successor agency; and
  - g. Representative from a residential addiction treatment facility located within Kerr County.
- (4) The Coalition shall establish a regular meeting schedule, with meetings to be held at least once each calendar quarter. The Coalition shall follow the Charter and Code of Ordinances of the City of Kerrville as well as the Procedural Rules of Kerrville City Boards.

(b) Recovery Community Coalition - purpose.

- (1) The purpose of the Coalition is to enhance the opportunities for the recovery community to become fully integrated into the fabric of Kerrville. The Coalition shall work toward considering and identifying strategies and techniques for reducing barriers for the recovery community to be fully integrated into the local community as well as to identify and advocate goals and ideas for enhancing positive relationships by and amongst the recovery community.
- (2) On an annual basis, or more frequently as deemed proper by the Coalition or City Council, the Coalition shall report its conclusions, achievements, ideas, desires, and plans to City Council.

(3) The City Manager, or designee, shall attend Coalition meetings and act as the staff liaison for the board.”

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

**SECTION THREE.** 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.

**PASSED AND APPROVED ON FIRST READING, this the 08 day of FEBRUARY, A.D., 2022.**

**PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_\_ of \_\_\_\_\_, A.D., 2022.**

---

Bill Blackburn, Mayor

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



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Michael C. Hayes, City Attorney



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

---

**SUBJECT:** Ordinance No. 2022-08, second reading. An Ordinance amending the City's Fiscal Year 2022 Budget to account for the receipt of additional revenue, the disbursement of such revenue, and to make other amendments as provided.

**AGENDA DATE OF:** February 22, 2022    **DATE SUBMITTED:** Feb 10, 2022

**SUBMITTED BY:** Julie Behrens

**EXHIBITS:** [20220222\\_Ord 2022-08 amending FY22 City budget second reading.pdf](#)

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<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
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**PAYMENT TO BE MADE TO:**

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	F - Public Facilities and Services
<b>Guiding Principle</b>	F1. Commit to maintaining high-quality, cost-effective public services and facilities consistent with anticipated growth and ensure cost-effective use and maintenance of these assets
<b>Action Item</b>	F2.1 - Devote the necessary resources (funding, equipment) to ensure quality fire, police and EMS services

**SUMMARY STATEMENT:**

The FY2022 Budget Amendment includes an increase to the Sales Tax Revenue budget due to a modified estimation in response to better than budget revenues. It also includes increases to salary & benefit accounts in all funds to account for a 5% Cost of Living Adjustment to all City employees as well as a market adjustment to certain positions identified in the Compensation Study approved by Council as part of the FY2022 budget. In addition, the budget amendment proposes reallocation of surplus funds from FY2021 to Capital Improvement Project Funds and Asset Replacement Funds.

On February 08, 2022, City Council approved Ordinance No. 2022-08 unanimously.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2022-08, on second reading.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2022-08**

**AN ORDINANCE AMENDING THE CITY'S FISCAL YEAR 2022  
BUDGET TO ACCOUNT FOR THE RECEIPT OF ADDITIONAL  
REVENUE, THE DISBURSEMENT OF SUCH REVENUE, AND TO  
MAKE OTHER AMENDMENTS AS PROVIDED**

**WHEREAS**, Ordinance No. 2021-20, as approved by City Council upon second reading on September 14, 2021, adopted the Fiscal Year 2022 Budget for the City of Kerrville, Texas; and

**WHEREAS**, since the beginning of the Fiscal Year 2022, the City has experienced better than budgeted sales tax revenues in addition to the surplus funds from Fiscal Year 2021 including the receipt of program funding from the Coronavirus Local Fiscal Recovery Funds; and

**WHEREAS**, the City, pursuant to support of the City Council after its review of a salary survey, will experience increased expenditures to implement a mid-year cost of living adjustment for all City employees along with strategic market adjustments to the salaries of specific job positions, and several other uses as specified herein; and

**WHEREAS**, due to the higher than projected revenues and expenditures as described above, the City must amend its Fiscal Year 2022 Budget; and

**WHEREAS**, City Council finds that amending the City's Fiscal Year 2022 Budget is in the best interest of the citizens of the City of Kerrville;

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

In accordance with Section 8.06 of the City Charter, the Official Budget for Fiscal Year 2022 is amended as set forth in **Attachment A**.

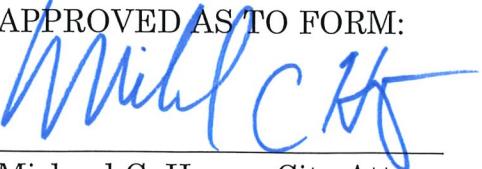
**PASSED AND APPROVED ON FIRST READING, this the 08 day of  
FEBRUARY, A.D., 2022.**

**PASSED AND APPROVED ON SECOND AND FINAL READING, this  
the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2022.**

---

Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

---

Shelley McElhannon, City Secretary

**Attachment A**  
**City of Kerrville**  
**FY2022 Budget Amendment**

**The following revenue accounts will be increased by the FY2022 budget amendment:**

Account Name	Description	Amount Increased
<b>1. General Fund</b>		
Sales Tax	Modified forecasting - better than budget	725,000.00

**The following expense accounts will be increased by the FY2022 budget amendment:**

Account Name	Description	Amount Increased
<b>1. General Fund</b>		
Salaries	5% COLA For all City Employees and Market Adjustments from Comp Study	674,326.89
Benefits	5% COLA For all City Employees and Market Adjustments from Comp Study	120,582.97
		Total General Fund \$
		794,909.86
<b>2. Water Fund</b>		
Salaries	5% COLA For all City Employees and Market Adjustments from Comp Study	101,431.23
Benefits	5% COLA For all City Employees and Market Adjustments from Comp Study	20,285.24
		Total Water Fund \$
		121,716.47
<b>3. Garage Fund</b>		
Salaries	5% COLA For all City Employees and Market Adjustments from Comp Study	6,536.33
Benefits	5% COLA For all City Employees and Market Adjustments from Comp Study	1,202.85
		Total Garage Fund \$
		7,739.18
<b>4. Golf Fund</b>		
Salaries	5% COLA For all City Employees and Market Adjustments from Comp Study	36,011.29
Benefits	5% COLA For all City Employees and Market Adjustments from Comp Study	6,422.73
		Total Golf Fund \$
		42,434.02
<b>5. Development Services</b>		
Salaries	5% COLA For all City Employees and Market Adjustments from Comp Study	20,433.56
Benefits	5% COLA For all City Employees and Market Adjustments from Comp Study	3,766.91
		Total Development Services \$
		24,200.47

**6 Hotel Occupancy Tax Fund**

Other Charges	Supplies & services related to Eclipse event	\$ 50,000.00
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**City of Kerrville**  
**FY2022 Budget Amendment Transfers In/Out**

Account #	Account Name	Debit	Credit
<b>1. General Fund</b>			
70-7001	Transfer In - General Fund		1,010,189.00
01-0100-9018	Transfer Out - Asset Replacement	443,925.00	
18-7001	Transfer In - General Fund		443,925.00
01-0100-9070	Transfer Out - Gen Capital Projects	1,010,189.00	
<b>2. Water Fund</b>			
19-7002	Transfer In - Water Fund		50,000.00
02-0200-9019	Transfer Out - WS Asset Replacement	50,000.00	
71-7002	Transfer In - Water Fund		50,000.00
02-0200-9071	Transfer Out - WS Capital Projects	50,000.00	
<b>3. Garage Fund</b>			
03-6460	Maintenance Contract		7,739.18
01-0190-2100	Maintenance Contract - City Garage	7,739.18	
<b>4. Grant Fund</b>			
70-7085	Transfer In - Grant Fund		2,942,953.72
85-8500-9070	Transfer Out - Gen Capital Projects	2,942,953.72	



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

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**SUBJECT:** Financial Report for month ending January 31, 2022.

**AGENDA DATE OF:** February 22, 2022 **DATE SUBMITTED:** Feb 17, 2022

**SUBMITTED BY:** Julie Behrens

**EXHIBITS:** [20220222\\_Financial Update presentation.pdf](#)

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<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
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**PAYMENT TO BE MADE TO:**

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**Kerrville 2050 Item?** No

**Key Priority Area**

**Guiding Principle**

**Action Item**

---

**SUMMARY STATEMENT:**

Financial Update - month ended January 31, 2022.

**RECOMMENDED ACTION:**

Report only.

# Financial Update

City Council Meeting  
February 22, 2022



1

## General Fund Summary

### General Fund Revenues as of January 31, 2022

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

Budget: \$10,720,382

Current Collections: \$8,753,712

- \$101k from prior year taxes & penalty & interest (compared to \$52K last year)

- As of January 31, 2022 property tax collections are 84% collected

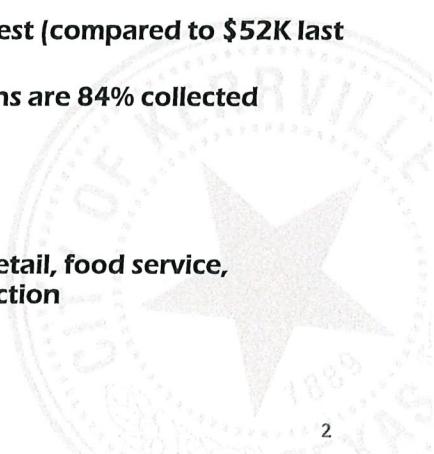
#### • Sales Tax:

Budget: \$8,614,787

Current Collections: \$3,082,110

- Continue to have strong contributions from retail, food service, manufacturing, wholesale trade, and construction

- Average 15% over FY2021



2

# General Fund Summary

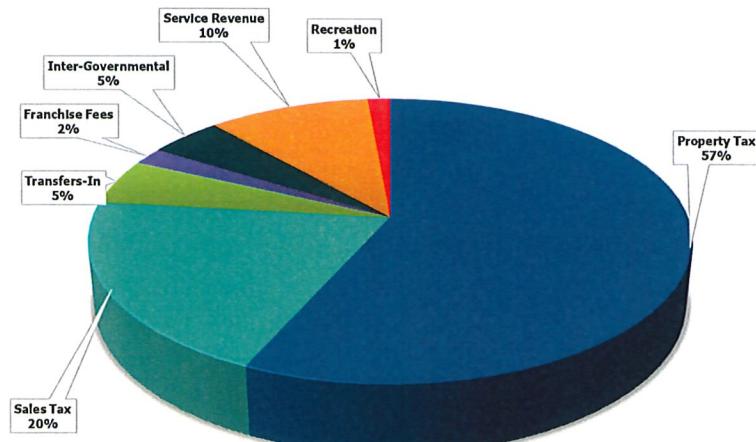
Overview of Revenues as of January 31, 2022

General Fund	Y-T-D FY2022		Y-T-D FY2022	Better or Worse than YTD Budget	Y-T-D FY2021 Actual	Change from YTD FY2021
	FY2022 Budget	Budget Estimate				
Taxes						
Property Tax	\$ 10,720,382	\$ 8,576,306	\$ 8,753,712	\$ 177,406	\$ 8,229,583	\$ 524,129
Sales Tax	8,614,787	2,623,504	3,082,110	458,606	2,686,832	395,278
Franchise Fees	1,959,200	353,971	303,718	(50,253)	308,009	(4,291)
Total Taxes	\$ 21,294,369	\$11,553,780	\$12,139,540	\$ 585,760	\$11,224,424	\$ 915,116
Permits & Fees	40,495	14,383	39,857	25,474	7,934	31,923
Inter-Governmental	1,489,052	534,594	706,372	171,778	433,097	273,275
Service Revenue	3,997,854	1,166,947	1,575,887	408,940	1,177,152	398,735
Recreation	656,975	193,682	216,997	23,315	249,545	(32,548)
Fines & Forfeitures	476,550	184,411	104,254	(80,157)	104,617	(363)
Grants & Donations	29,500	11,416	15,272	3,856	10,671	4,601
Interest & Misc.	223,961	86,667	54,306	(32,361)	122,677	(68,371)
Transfers-In	2,276,116	788,705	788,705	-	867,963	(79,258)
Total General Fund Revenue:	\$ 30,484,872	\$14,534,584	\$15,641,190	\$ 1,106,606	14,198,080	\$ 1,443,110

- **Inter-governmental better than budget and better than FY2021 primarily due to timing of reimbursement from KISD for Resource Officer & EMS**
- **Recreation revenue better than budget but behind last year. January of FY2021 – many schools still offered an online option for students and more people were RV camping instead of hotels**
- **Services - higher than estimated due to EMS revenues, which are difficult to predict, and an increase in Solid Waste**

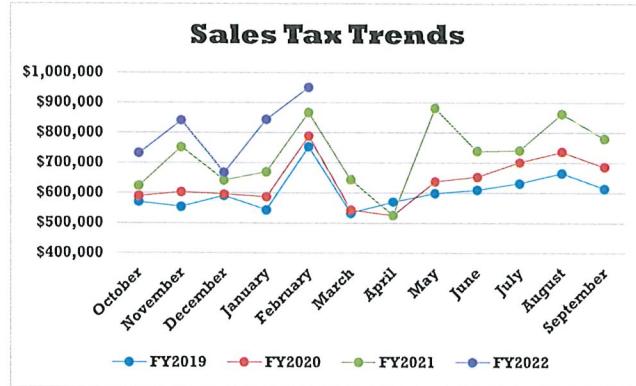
# General Fund Summary

Overview of Revenues as of January 31, 2022



# General Fund Summary

Overview of Revenues as of January 31, 2022



# General Fund Summary

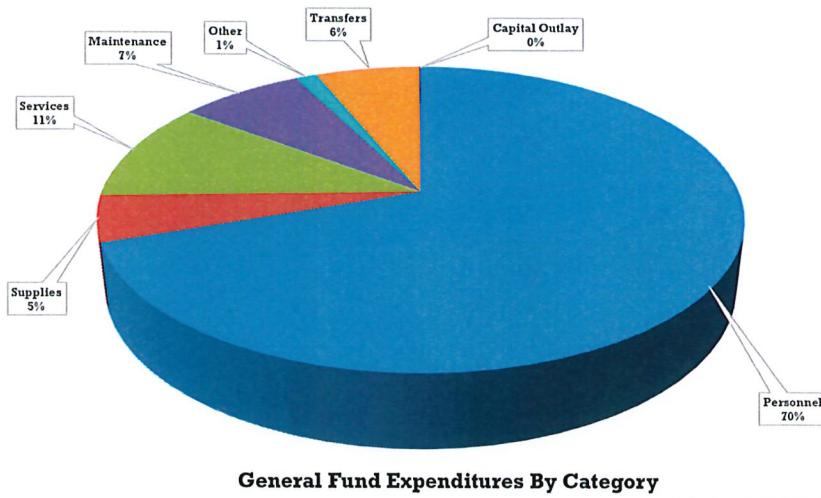
Overview of Expenses as of January 31, 2022

General Fund	Y-T-D FY2022			Better or Worse than YTD Budget	Y-T-D FY2021 Actual	Change from YTD FY2021
	FY2022 Budget	Budget Estimate	Y-T-D FY2022 Actual			
Personnel	\$ 21,504,043	\$ 7,096,334	\$ 6,836,581	\$ 259,753	\$ 6,580,454	\$ 256,127
Supplies	1,476,757	487,330	477,987	9,343	307,256	170,731
Maintenance	3,627,633	1,052,013	726,924	325,089	968,636	(241,712)
Services	2,489,581	821,562	1,036,336	(214,774)	986,233	50,103
Other	569,258	187,855	126,838	61,017	101,533	25,305
Capital Outlay	67,600	22,308	6,885	15,423	-	6,885
Transfers-Out	750,000	610,000	610,000	-	109,549	500,451
Total General Fund Expenses	\$ 30,484,871	\$ 10,277,402	\$ 9,821,551	\$ 455,851	\$ 9,053,662	\$ 767,889

- Personnel 3.8% more than FY2021, very close to FY2022 budget
- Maintenance better than budget largely related to paving
- Overall expenses better than ESTIMATED FY2022 budget-to-date
- Asset Replacement transfer out \$440K as budgeted

# General Fund Summary

Overview of Expenses as of January 31, 2022



# Water Fund Summary

## Water Fund Revenues

### Water Sales:

**Budget: \$6,665,813**

**Current Sales: \$2,021,060**

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

- Current dry conditions and implementation of FY2022 rates could make up some shortfall in next few months
- January consumption slightly better than last year, following a few dry months
- Sewer averaging ended February 20<sup>th</sup> for the first billing cycle which could trigger increased irrigation. The final sewer average cycle will end March 10<sup>th</sup>.

### Sewer Sales:

**Budget: \$5,992,747**

**Current Sales: \$2,050,755**

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

- Sewer sales are more stable due to residential sewer averaging (less weather dependent)
- Residential sewer averaging will be reflected on April bills

# Water Fund Summary

## Overview of Revenues as of January 31, 2022

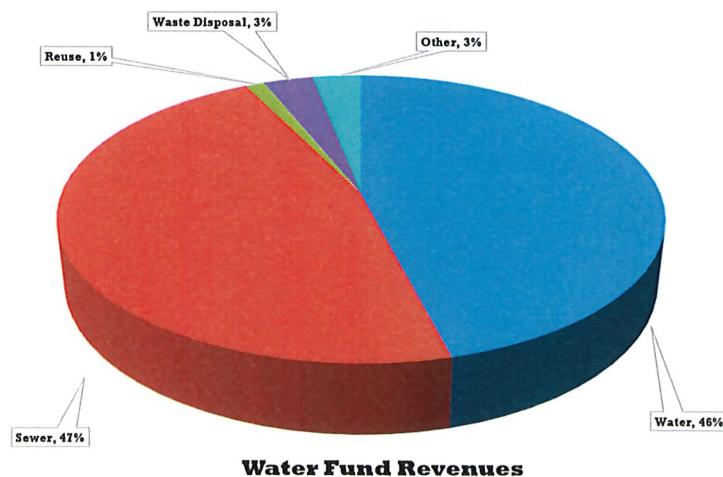
Water Fund	Current FY2022 Budget	Year to Date FY2022 Budget	Y-T-D FY2022 Actual	Better or Worse than YTD Budget	Y-T-D FY2021 Actual	Change from YTD FY2021
<b>Revenues</b>						
Water Sales	\$ 6,665,813	\$ 2,066,402	\$ 2,021,060	\$ (45,342)	\$ 2,174,970	\$ (153,910)
Sewer Sales	5,992,747	1,979,205	2,050,755	71,550	1,944,322	106,433
Reuse Sales	155,021	50,525	52,739	2,214	74,883	(22,144)
Waste Disposal Fees	450,000	140,416	138,187	(2,229)	157,494	(19,307)
Other	442,180	168,251	134,586	(33,665)	188,761	(54,174)
<b>Total Revenues</b>	<b>\$ 13,705,761</b>	<b>\$ 4,404,799</b>	<b>\$ 4,397,327</b>	<b>\$ (7,472)</b>	<b>4,619,940</b>	<b>(143,102)</b>

### Notes:

- Total fund revenues running behind estimated budget and behind last year, but gaining from last month.
- Reuse is picking up with increased watering of golf courses & other fields
- Shortfall on “other” category is primarily in Water Tap Fees – FY2021 had multiple projects requiring taps in the first quarter of FY2021

# Water Fund Summary

## Overview of Revenues as of January 31, 2022



# Water Fund Summary

## Overview of Expenses as of January 31, 2022

Water Fund	Current FY2022 Budget	Year to Date FY2022 Budget	Y-T-D FY2022 Actual	Better or Worse than YTD Budget	Y-T-D FY2021 Actual	Change from YTD FY2021
<b>Expenses</b>						
Personnel	\$ 3,533,787	\$ 1,260,340	\$ 1,140,444	\$ 119,897	\$ 1,161,741	\$ (21,297)
Supplies	824,367	294,014	193,988	100,027	179,660	14,328
Maintenance	972,357	346,795	208,609	138,186	190,982	17,628
Services	1,088,446	388,199	393,718	(5,519)	399,603	(5,885)
Other	314,371	112,122	51,058	61,063	50,197	861
Capital Outlay	125,200	44,653	41,176	3,478	53,585	(12,409)
Transfers-Out	6,847,233	2,282,510	2,282,510	-	2,420,205	(137,694)
<b>Total WF Expenses</b>	<b>\$ 13,705,761</b>	<b>\$ 4,728,634</b>	<b>\$ 4,311,503</b>	<b>\$ 417,131</b>	<b>4,455,972</b>	<b>(144,469)</b>

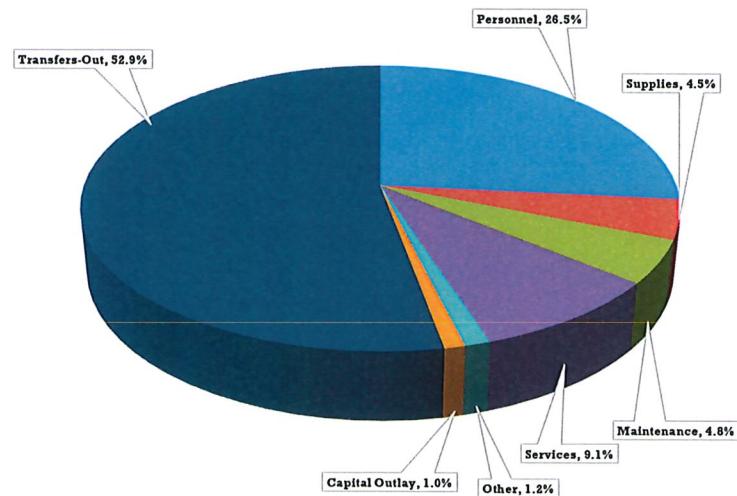
### Notes:

- **Better than budget in most categories**
  - Large portion of supplies & maintenance is driven by the amount of water produced
- **Transfers-Out includes:**
  - Street Use Fee
  - Debt Service
  - \$330K transfer to Asset Replacement

# Water Fund Summary

## Overview of Expenses as of January 31, 2022

### Water Fund Expenses by Category



# Water Fund Summary

## Advanced Metering Infrastructure Project Overview

### Phase I – Implemented throughout FY2021

- Accounts – 2,599
- AMI Reads – 2,348 90%
- Annual Read Time Savings – 72 hours
- Detected several major leaks
- Creating data logs for customers in the office saves time, truck rolls, & increases customer response time

### Phase II – Implementation in progress

- Accounts – 3,300
- Anticipated Annual Read Time Savings – 80 hours
- Data Collectors are installed & some AMI reads are being received
- Substantial completion by June 2022



# Golf Fund Overview

## Overview as of January 31, 2022

Golf Fund	Year to Date		Y-T-D FY2022 Actual	Better or Worse than YTD Budget	Y-T-D FY2021 Actual	Change from YTD FY2021
	Current FY2022 Budget	FY2022 Budget				
Recreation Revenue	\$ 928,593	\$ 278,890	\$ 311,089	\$ 32,199	\$ 289,154	\$ 21,934
Misc Revenue	1,500	451	12	(439)	2,005	(1,993)
Transfer In	85,000	23,333	23,333	-	23,333	-
Total Revenue	\$ 1,015,093	\$ 302,674	\$ 334,434	\$ 31,760	\$ 314,493	\$ 19,941
Expenditures	1,015,093	328,514	254,704	73,810	282,041	27,337
Net	\$ -	\$ (25,840)	\$ 79,730	\$ 105,570	\$ 32,452	\$ 47,278

### Notes:

- Golf continues to show growth – 8% ahead of FY2021
- Spring tournaments will commence in the next few months

# Development Services Fund

## Overview as of January 31, 2022

Development Services Fund	Year to Date		Y-T-D FY2022 Actual	Better or Worse than YTD Budget	Y-T-D FY2021 Actual	Change from YTD FY2021
	Current FY2022 Budget	FY2022 Budget				
<b>Revenues</b>						
Permits & Fees	\$ 888,973	\$ 296,324	\$ 182,321	\$ (114,003)	\$ 149,154	\$ 33,167
Transfer In	147,895	\$ 49,298	49,298	-	90,753	(41,455)
Total Revenue	\$ 1,036,868	\$ 345,623	\$ 231,619	\$ (114,004)	\$ 239,907	\$ (8,288)
Expenditures	1,036,868	345,623	307,921	37,702	316,613	(8,692)
Net	\$ -	\$ -	\$ (76,302)	\$ (76,302)	\$ (76,705)	\$ 403

### Notes:

- **Revenues from Permits & Fees behind estimated budget-to-date, but difficult to project due to timing issue**
- **Better than budget on expenses**
- **FY2022: 3 large projects expected to kick off soon**

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# HOT Fund Summary

## Overview as of January 31, 2022

Hotel Occupancy Tax Fund	Year to Date		Y-T-D FY2022 Actual	Better or Worse than YTD Budget	Y-T-D FY2021 Actual	Change from YTD FY2021
	Current FY2022 Budget	FY2022 Budget				
<b>Revenues</b>						
Revenues	\$ 1,555,258	\$ 420,716	\$ 496,553	\$ 75,837	\$ 430,061	\$ 66,492
Expenses	1,555,258	666,363	357,683	308,680	274,471	83,212
Net	\$ -	\$ (245,647)	\$ 138,870	\$ 384,517	\$ 155,590	\$ 149,704

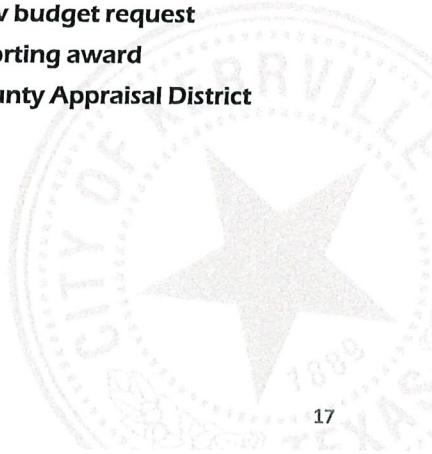
### Notes:

- **15% ahead of FY2021**
- **Increased advertising to promote Kerrville**
  - **Billboards**
  - **Magazines**
  - **Social Media**
- **Eclipse planning has begun for 2023 & 2024 solar eclipses**

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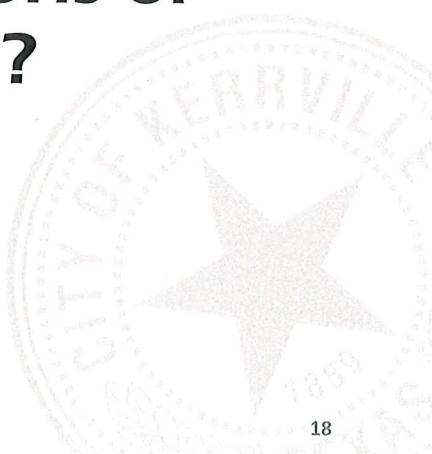
# Upcoming Items

- **February 2022 – new budget process**
- **March 8<sup>th</sup> - Comprehensive Annual Financial Report will be presented to Council by the City's audit firm, BKD**
- **March – departments enter budget requests**
- **March & April – each division meets with Finance to review budget request**
- **March – GFOA application for Excellence in Financial Reporting award**
- **April – receive preliminary property tax rolls from Kerr County Appraisal District**
- **May – departments meet with budget committee**
- **June – Council budget workshop**
- **July – Council budget workshop**
- **July 31<sup>st</sup> – proposed budget filed with City Secretary**



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# Council Questions or Comments?



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

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**SUBJECT:** Annual Report of the Tax Increment Reinvestment Zone Number One, City of Kerrville, TX.

**AGENDA DATE OF:** February 22, 2022    **DATE SUBMITTED:** Jan 20, 2022

**SUBMITTED BY:** Trina Rodriguez

**EXHIBITS:** [20220222\\_TIRZ annual report 2021.pdf](#)

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<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
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**PAYMENT TO BE MADE TO:**

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	D - Downtown Revitalization
<b>Guiding Principle</b>	N/A
<b>Action Item</b>	N/A

**SUMMARY STATEMENT:**

FY2021 annual report: Tax Increment Reinvestment Zone #1.

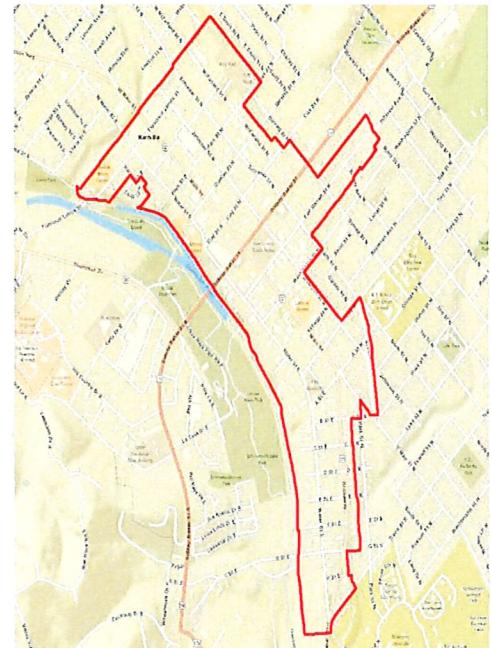
**RECOMMENDED ACTION:**

Report. No action by City Council.

# Annual Report

## Fiscal Year Ended

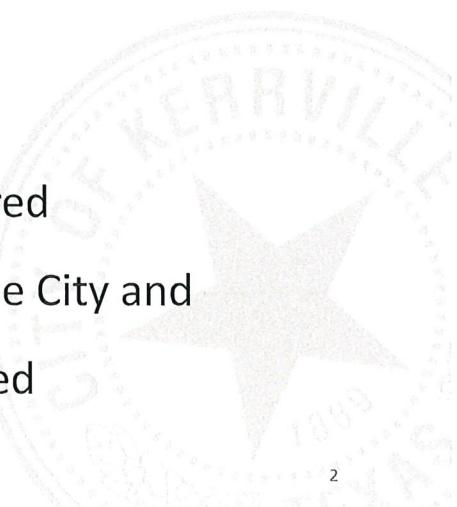
### September 30, 2021



## TIRZ ANNUAL REPORTING REQUIREMENTS

Texas law requires the City to submit an annual report to each taxing unit that levies taxes on property within the TIRZ to include:

1. Amount & sources of revenue
2. Amount & purpose of expenditures
3. Amount of indebtedness
4. Tax increment base and current captured appraised value in the TIRZ
5. Captured appraised value shared by the City and other taxing units
6. Total amount of tax increments received



# City of Kerrville Tax Increment Reinvestment Zone #1

- Established in 2018 to encourage private investment in downtown Kerrville
- 477 acres
- Generally bound by Pascal Avenue to the Northwest, the Guadalupe River to the west, Travis Street to the south, and Barnett & Aransas Streets to the east
- TIRZ can fund public improvements related to streets, water and sewer infrastructure, parks and open spaces, and may include economic development grants

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# City of Kerrville Tax Increment Reinvestment Zone #1

	FY2020 Actual	FY2021 Original Budget	FY2021 Current Budget	FY2021 Estimated	FY2022 Budget
<b>Beginning Restricted Fund Balance</b>	\$ -	\$ 22,915	\$ 22,915	\$ 22,915	\$ 58,605
<b>Revenues</b>					
Property Tax	22,899	49,461	49,461	35,641	62,641
<b>Total Tax Revenue</b>	<b>22,899</b>	<b>49,461</b>	<b>49,461</b>	<b>35,641</b>	<b>62,641</b>
Interest Revenue	15	150	150	50	250
<b>Total Interest and Miscellaneous</b>	<b>15</b>	<b>150</b>	<b>150</b>	<b>50</b>	<b>250</b>
<b>Total Revenues</b>	<b>22,915</b>	<b>49,611</b>	<b>49,611</b>	<b>35,691</b>	<b>62,891</b>
<b>Expenditures</b>					
	-	-	-	-	-
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Revenue (Expenditures)</b>	<b>22,915</b>	<b>49,611</b>	<b>49,611</b>	<b>35,691</b>	<b>62,891</b>
<b>Ending Restricted Fund Balance</b>	<b>\$ 22,915</b>	<b>\$ 72,526</b>	<b>\$ 72,526</b>	<b>\$ 58,605</b>	<b>\$ 121,496</b>

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**Required Annual Reporting**  
**For the Year Ended September 30, 2021**

**1. Amount and source of revenue:**

Property Tax	\$ 35,641
Interest Income	50
Total Revenue	\$ 35,691

**2. Budgeted amount and purpose of expenditures:**

Total Expenditures	\$0
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**3. Budgeted amount of principal and interest due on outstanding bonded indebtedness: \$0**

**4. Appraised value (freeze adjusted taxable):**

FY2021	\$ 111,833,351
Base Year (FY2019)	97,488,489
Increment	\$ 14,344,862

**5. Captured appraised value shared by the city and other taxing units:**

Entity	2020 Tax		Participation Rate	FY2021 TIRZ Contribution
	Rate	Participation		
City of Kerrville	0.5116	100%	0.5116	\$35,641
Kerr County	0.4459	0%	0	0
Kerr County Lateral Roads	0.0298	0%	0	0
Kerrville ISD	1.115	0%	0	0
UGRA	0.0195	0%	0	0
Headwaters Groundwater Conversion District	0.00728	0%	0	0
Total	2.1291		0.5116	\$35,641

**6. Total amount of tax increment budgeted to be received**

	Tax Levied	Tax Collected	Collection Rate
FY2021	\$ 586,511	\$ 577,879	98.53%
Base year (FY2019)	552,969	542,237	98.06%
Increment	\$ 33,540	\$ 35,641	

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**Budget**

**For the Year Ended September 30, 2022**

**1. Budgeted amount and source of revenue:**

Property Tax	\$ 62,641
Interest Income	250
Total Revenue	\$ 62,891

**2. Budgeted amount and purpose of expenditures:**

Total Expenditures	\$0
--------------------	-----

**3. Budgeted amount of principal and interest due on outstanding bonded indebtedness: \$0**

**4. Appraised value (freeze adjusted taxable):**

FY2022	\$ 113,603,241
Base Year (FY2019)	97,488,489
Increment	\$ 16,114,752

**5. Captured appraised value shared by the city and other taxing units:**

Entity	2021 Tax		Participation Rate	Budgeted FY2022 TIRZ Contribution
	Rate	Participation		
City of Kerrville	0.5093	100%	0.5093	\$62,641
Kerr County	0.4258	0%	0	0
Kerr County Lateral Roads	0.0284	0%	0	0
Kerrville ISD	1.052	0%	0	0
UGRA	0.019	0%	0	0
Headwaters Groundwater Conversion District	0.007213	0%	0	0
Total	2.041713		0.5093	\$62,641

**6. Total amount of tax increment budgeted to be received**

	Projected Collections
FY2022	\$ 604,878
Base year (FY2019)	542,237
Increment	\$ 62,641

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**City of Kerrville**  
**TIRZ**  
**Updated as of 9-30-2021**

	<b>FY21 Budget</b>	<b>FY21 Estimated</b>	<b>FY22 Budget</b>
<b>Beginning Cash Balance</b>	\$22,915	\$22,915	\$58,605
<b>Revenue</b>			
Property Tax	49,461	35,641	62,641
Interest and Miscellaneous	150	50	250
<b>Total Revenue</b>	<b>49,611</b>	<b>35,691</b>	<b>62,891</b>
<b>Expenditures</b>			
Administrative			
Supplies and Miscellaneous	-	-	-
Professional Services	-	-	-
Other	-	-	-
Total Administrative	-	-	-
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Revenue (Expenditures)</b>	<b>49,611</b>	<b>35,691</b>	<b>62,891</b>
<b>Ending Cash Balance</b>	<b>\$72,526</b>	<b>\$58,605</b>	<b>\$121,496</b>



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

---

**SUBJECT:** Appointment to the Kerrville Public Utility Board of Trustees, position #4.  
(This item is eligible for Executive Session 551.074).

**AGENDA DATE OF:** February 22, 2022 **DATE SUBMITTED:** Feb 17, 2022

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:**

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

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

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

**SUMMARY STATEMENT:**

The Kerrville Public Utility Board and the City of Kerrville are accepting applications for appointment to the Kerrville Public Utility Board of Trustees, Position Number Four. The Board of Trustees consists of five citizens of the United States of America who reside in or conduct business on a full-time basis in Kerr County, Texas, and who use the KPUB System for personal, residential, business, and/or company use.

The term of the office begins on or after April 21, 2022, for a five-year term. The Kerrville City Council will fill the vacancy by appointment from nominations submitted by the Kerrville Public Utility Board of Trustees. The Mayor of the City of Kerrville is an ex-officio voting member of the Board of Trustees.

Consideration of nominees: Glenn Andrew, James Pat Murray, John E. Sample.

These individuals reside and conduct business in Kerr County, and have been verified eligible to serve.

Position Four is currently held by Philip Stacy, who is currently completing his second term and is ineligible to serve again at this time.

**RECOMMENDED ACTION:**

Appoint member to the Kerrville Public Utility Board of Trustees, position #4.



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

---

**SUBJECT:** Personnel matters regarding City Attorney, as to the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal or to hear a complaint or charge against, as requested by Councilmember Garcia. (This item is eligible for Executive Session 551.074).

**AGENDA DATE OF:** February 22, 2022 **DATE SUBMITTED:** Feb 10, 2022

**SUBMITTED BY:** Councilmember Garcia  
Mayor Blackburn

**EXHIBITS:** [20220222\\_Agenda Item Request by RGarcia -City Attorney Personnel Matters.pdf](#)

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

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

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

**SUMMARY STATEMENT:**

See attachment from Councilmember Roman Garcia.

**RECOMMENDED ACTION:**

Consideration.



**TO:** E.A. Hoppe, City Manager (ea.hoppe@kerrvilletx.gov)

**CC:** Shelley McElhannon, City Secretary (shelley.mcelhannon@kerrvilletx.gov)  
Bill Blackburn, Mayor (bill.blackburn@kerrvilletx.gov)

**SUBJECT: City Council Agenda Item Request**

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Pursuant to Rule 3.1(c) of the City Council Procedural Rules for Meetings, I am submitting this document as my formal written request for an item on a future City Council meeting agenda.

**Item Title:** Personnel matters regarding the City Attorney. (This item is eligible for executive session pursuant to Section 551.074 of the Texas Government Code)

**Agenda Category:** Consideration and Possible Action

**Meeting Date:** February 22, 2022, regular meeting

**Council Support:** Mayor Blackburn

**Summary Statement:** This item is for personnel matters regarding the City Attorney.

Please feel free to contact me if you have any questions regarding my request.

Respectfully Submitted,

Roman M. Garcia  
City Councilman, Place 1