

AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING

TUESDAY, OCTOBER 11, 2022, 6:00 P.M.

CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

The Community Vision

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

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



Kerrville2050



CITY COUNCIL MEETING AGENDA
OCTOBER 11, 2022, 6:00 PM
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS



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

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

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

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

Thank you for your participation!

CALL TO ORDER: Mayor Judy Eychner

INVOCATION AND PLEDGE OF ALLEGIANCE: Led by Councilmember 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 Kerrville Public Utility Board.
- 2.B. Proclamation recognizing October 2022 as Hill Country Night Sky month.
- 2.C. Proclamation recognizing October 2022 as Fire Prevention month.
- 2.D. Kerrville Fire Department's presentation of Citation of Merit.

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

Attachment: [20221011_Reso 49-2022 Amending EBT Declaration of Trust.pdf](#)

- 4.B. Ratify Fund Agreement with the Community Foundation of the Texas Hill Country for the establishment of the Kerrville Police Department Foundation Fund; and approve Fund Agreements with the Community Foundation of the Texas Hill Country for the establishment of the Kerrville Fire Department Fund and the Kerrville Parks Foundation Fund.

Attachments: [20220927_Agreement_Community Foundation - KFD.pdf](#)
[20220927_Agreement_Community Foundation - Parks.pdf](#)
[20220927_Agreement_Community Foundation - KPD 3-17-21.pdf](#)

- 4.C. Renewal of the Geographic Information System Enterprise License Agreement with Environmental Systems Research Institute, Inc. (ESRI).

Attachment: [20221011_Contract_GIS Software ESRI.pdf](#)

- 4.D. Execute a change order decreasing the awarded amount for the 2021 Street Reconstruction project.

Attachment: [20221011_Change Order_2021 Street Reconstruction Deduct Closeout.pdf](#)

- 4.E. City Council workshop minutes, September 27, 2022.

Attachment: [20221011_Minutes_Council workshop 9-27-22 4pm.pdf](#)

- 4.F. City Council meeting minutes, September 27, 2022.

Attachment: [20221011_Minutes_Council meeting 6pm.pdf](#)

- 4.G. City Council workshop minutes, October 04, 2022.

Attachment: [20221011_Minutes CC workshop 10-04-22 12pm.pdf](#)

END OF CONSENT AGENDA.

5 PUBLIC HEARINGS AND RESOLUTIONS:

- 5.A. Resolution No. 59-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of an approximate 1.373 acres out of the Martinez Survey No. 124, Abstract No. 247; and more commonly known as 2101 Arcadia Loop S; said property is located within a Medium Density Residential Zoning District (R-2); and making said permit subject to conditions and restrictions.

Attachment: [20221011_Reso 59-2022 CUP 2101 Arcadia Loop S STR.pdf](#)

- 5.B. Resolution No. 60-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of part of Block 11, Lowry Addition; and more commonly known as 309 Guadalupe; said property is located within a Medium Density Residential Zoning District (R-2); and making said permit subject to conditions and restrictions.

Attachment: [20221011_Reso 60-2022 CUP 309 Guadalupe STR.pdf](#)

- 5.C. Resolution No. 61-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 6, of Block 1, Riverside Addition; and more commonly known as 337 Guadalupe; said property is located within a Medium Density Residential Zoning District (R-2); and making said permit subject to conditions and restrictions.

Attachment: [20221011_Reso 61-2022 CUP 337 Guadalupe STR.pdf](#)

- 5.D. Resolution No. 62-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 5, Colonial Manor Section 2 Addition; and more commonly known as 1425 Lois; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to conditions and restrictions.

Attachments: [20221011_Reso 62-2022 CUP 1425 Lois STR.pdf](#)
[20221011_Letter opposed_Kirklen_1425 Lois.pdf](#)

- 5.E. Resolution No. 63-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 27, of Block 33, Schreiner Addition; and more commonly known as 130 Loop 13; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to conditions and restrictions.

Attachments: [20221011_Reso 63-2022 CUP 130 Loop 13 STR.pdf](#)
[20221011_Letter infavor Perrin Braswell Loop 13.pdf](#)
[20221011_Letter opposed_Golden Mohnke Loop 13.pdf](#)

- 5.F. Resolution No. 64-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 4-A, of Block 1, Fair Oaks Addition; and more commonly known as 1602 Quinlan Creek; said property is located within a Medium Density Residential Zoning District (R-2); and making said permit subject to conditions and restrictions.

Attachments: [20221011_Reso 64-2022 CUP 1602 Quinlan Creek STR.pdf](#)
[20221011_Letter opposed Myers 1602 Quinlan Creek.pdf](#)

- 5.G. Resolution No. 65-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 10, of Block A, Motley Hills Addition; and more commonly known as 1701 Deer Trail; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to conditions and restrictions. (This is an appeal by applicant to City Council).

Attachment: [20221011_Reso 65-2022 CUP 1701 Deer Trail STR Appeal.pdf](#)

6 CONSIDERATION AND POSSIBLE ACTION:

- 6.A. Resolution No. 66-2022. A Resolution authorizing and approving the creation of the Kerrville Public Facility Corporation pursuant to chapter 303 of the Texas Local Government Code to act on behalf of the City of Kerrville, Texas; approving the Certificate of Formation and Bylaws related thereto; and resolving other matters in connection therewith.

Attachment: [20221011_Reso 66-2022 Creating Kerrville Public Facility Corporation.pdf](#)

- 6.B. Special District Policies as to Public Improvement Districts and Municipal Utility Districts.

Attachments: [20221011 PID Policy Draft v1-1-1.pdf](#)
[20221011_MUD Policy.pdf](#)

- 6.C. Resolution No. 58-2022. A Resolution canceling the regular meetings of the City Council scheduled for November 22, 2022 and December 27, 2022.

Attachment: [20221011_Reso 58-2022 Canceling CC meeting 11-22-22 12-27-22.pdf](#)

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

- 7.A. Workforce Housing development projects. (551.071, 551.087)

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

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

ADJOURN.



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

SUBJECT: Kerrville Kindness Award presented to Kerrville Public Utility Board.

AGENDA DATE OF: October 11, 2022 **DATE SUBMITTED:** Sep 26, 2022

SUBMITTED BY: Mayor Judy Eychner

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

A citizen or entity who has impacted the City of Kerrville in a positive way. Recipient: Kerrville Public Utility Board.

RECOMMENDED ACTION:

Present award.



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

SUBJECT: Proclamation recognizing October 2022 as Hill Country Night Sky month.

AGENDA DATE OF: October 11, 2022 **DATE SUBMITTED:** Oct 04, 2022

SUBMITTED BY: Mayor Judy Eychner

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Recognizing October 2022 as Hill Country Night Sky month in the City of Kerrville.

RECOMMENDED ACTION:

Present proclamation.



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

SUBJECT: Proclamation recognizing October 2022 as Fire Prevention month.

AGENDA DATE OF: October 11, 2022 **DATE SUBMITTED:** Sep 26, 2022

SUBMITTED BY: Mayor Judy Eychner

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Recognizing October 2022 as Fire Prevention month in the City of Kerrville.

RECOMMENDED ACTION:

Present proclamation.



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

SUBJECT: Kerrville Fire Department's presentation of Citation of Merit.

AGENDA DATE OF: October 11, 2022 **DATE SUBMITTED:** Sep 30, 2022

SUBMITTED BY: Eric Maloney

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

In August of 2022, the old Hal Peterson Middle School became available for training at the generosity of JR Ramon Demolition. Lt. Monty Johnson in coordination with KPD, KCSO, and KFD leadership were able to establish a training and education plan to deliver Active Shooter training and education to over 200 local law enforcement, fire and EMS personnel. This training spanned six (6) days over 2 weeks to provide classroom education and multiple practical scenario trainings. This joint training is instrumental to provide the collaboration and coordination between all public safety agencies.

His exemplary leadership and dedication to the safety of our community has earned Lt. Monty Johnson the KFD's Citation of Merit.

RECOMMENDED ACTION:

Chief Maloney will present the commendation. No Council action required.



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

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

AGENDA DATE OF: October 11, 2022 **DATE SUBMITTED:** Sep 26, 2022

SUBMITTED BY: Councilmember Roman Garcia

EXHIBITS: [20221011_Reso 49-2022 Amending EBT Declaration of Trust.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

At the July 26, 2022 City Council meeting, Councilmember Roman Garcia requested to amend the 2008 Declaration of Trust by delegating the City Secretary to the Secretary officer position of the Employees Benefit Trust Board.

Original Resolution No. 61-2008, amended Resolution No. 39-2011.

RECOMMENDED ACTION:

Approve Resolution No. 49-2022.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 49-2022**

**A RESOLUTION AMENDING THE EMPLOYEE BENEFITS TRUST FOR
THE CITY OF KERRVILLE, TEXAS; SUCH TRUST CREATED AND
MAINTAINED PURSUANT TO CHAPTER 222, TEXAS INSURANCE
CODE**

WHEREAS, the City provides or offers various employee benefits to its employees, including health and dental insurance, life insurance, and disability benefits; and

WHEREAS, state law (Chapter 222, Texas Insurance Code) imposes a tax upon the City's receipt of gross premiums and revenues associated with such benefits; and

WHEREAS, state law also authorizes the City to exempt the premiums and revenues from state tax provided that the City establishes and maintains the funds under the ownership and control of a single, nonprofit trust; and

WHEREAS, City Council, pursuant to Resolution No. 61-2008, created an Employee Benefits Trust (the "Trust") for the administration of employee benefits; and

WHEREAS, Resolution No. 39-2011, adopted by City Council, later amended the Trust pursuant to guidance issued by the Texas Comptroller's Office; and

WHEREAS, to provide clarification as to the title of the person who serves as Secretary for the Trust, the Trust is proposed to be amended to account for such clarification; and

WHEREAS, City Council finds it to be in the public interest to amend the Trust for the reason provided above;


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

The City Council amends the Employee Benefits Trust as indicated within the Declaration of Trust, which is attached as **Exhibit A**.

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

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

AMENDMENT 10/3/22

DECLARATION OF TRUST

I. CREATION OF TRUST

The City of Kerrville ("City"), as settlor or creator of the trust, designates the members of the City of Kerrville City Council to be Trustees and declares that the City holds in trust the funds described in **Schedule A** attached hereto and incorporated herein by reference, which is the property of the City, and all substitutions and additions to such funds, for the purpose of providing or offering, whether now or possibly in the future, life, disability, sick, accident, and other health benefits to the City's officers, employees, and qualified retirees and their dependents.

II. PURPOSE

This is a nonprofit trust created for the purpose of providing or offering, whether now or possibly in the future, City officers, employees, and qualified retirees and their dependents with life, disability, sickness, accident, and other health benefits either directly or through the purchase of insurance and to perform operations in furtherance thereof.

III. DURATION

The Trust shall continue until terminated by operation of law or by majority vote of the Trustees.

AMENDMENT 10/3/22

IV. TRUSTEES: COMPOSITION, OFFICERS, COMPENSATION, AND MEETINGS

A. COMPOSITION. The Trustees are the members of the City Council, and the term of each Trustee is cotemporaneous with his or her term of office as a Member of the City Council. Whenever a Trustee ceases to be a member of the City Council, the person succeeding him or her in office will automatically be appointed to serve as a successor Trustee of the Trust.

B. OFFICERS. The Mayor shall serve as Chairman and shall preside at meetings of the Trustees and shall have all such other powers as are conferred herein or by majority vote of the Trustees at a duly called meeting at which a quorum is present. The Mayor Pro Tem shall serve as Vice Chairman and shall preside at meetings of the Trustees whenever the Chairman is absent. The City Secretary shall ~~rotate, coinciding with the City's Fiscal Year, between the Councilmembers based upon their designated places, skipping the Mayor Pro Tem and beginning with the Councilmember for Place 1~~ serve as Secretary. The Secretary will oversee the preparation of meeting agendas, giving notice of meetings to the Trustees, and the minutes of the meetings of the Trustees.

C. COMPENSATION. The Trustees shall be reimbursed for all reasonable and necessary expenses incurred by them in the performance of their duties and will otherwise receive no compensation for their service as Trustees. Any approved reimbursement(s) will be made by the City.

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D. MEETINGS. A meeting of the Trustees may be called by the Chairman or on written request to the Chairman by two or more Trustees. Trustees shall have at least three days written notice of any meeting. For purposes of this section, electronic mail notice is written notice.

V. RIGHTS, POWERS, AND DUTIES OF TRUSTEES; QUORUM AND VOTING

A. RIGHTS, POWERS, AND DUTIES. In addition to all other powers and duties conferred on them by this Trust document and imposed or authorized by law, the Trustees shall have the following powers and duties:

1. The Trustees shall carry out all of the duties necessary for the proper operation and administration of the Trust on behalf of the covered persons and shall have all the powers necessary and desirable for the effective administration of the affairs of the Trust.
2. The Trustees have the general power to make and enter into all contracts and agreements necessary or convenient to carry out any of the powers granted by this Trust document or by law or to effectuate the purpose of the Trust. All such contracts, leases, and agreements or any other legal documents herein authorized shall be approved by the Trustees by majority vote at a duly called meeting at which a quorum is present and signed by the Chairman on behalf of the Trust. The Trustees may also designate another Trustee to sign such documents.

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3. The Trustees shall use the Trust's funds to accomplish the purpose of the Trust, as described in Paragraph II herein, and to operate and administer the Trust solely in the interest of the covered City officers, employees, and qualified retirees and dependents thereof and for the exclusive purpose of providing or offering benefits to such persons and defraying the reasonable expenses of administration of the Trust. To this end, the Trustees may purchase life, disability, or accident and health insurance to provide or offer coverage for participating City officers, employees, and qualified retirees and their dependents. The Trustees may also adopt a health benefits plan that covers eligible City officers, employees, and qualified retirees, and their dependents.
4. The Trustees may accept contributions to the Trust funds from any source including contributions from covered persons receiving benefits from the Trust.
5. The Trustees shall be authorized to contract with any qualified organization to perform any of the functions necessary for providing or offering life, disability, sick, accident, and other health benefits, including but not limited to excess loss insurance, stop loss insurance, claims administration and administrative services. When required by law or desired by the Trustees, the Trustees shall seek sealed competitive bids or sealed competitive proposals with

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respect to contracts required to carry out the operations of the Trust and to effect the purpose of the Trust.

6. The Trustees shall arrange for the investing of the funds of the Trust so as to keep the same invested according to law and at the best interest rates obtainable for the benefit of the covered persons. The Trustees may hire money managers and shall adopt an investment policy for its own use and that of its agents in making investments. The Trustees shall select a depository for the Trust's funds and provide for the proper security of any and all investments. The Trustees shall designate signatories for the Trust's depository accounts.
7. The City may purchase insurance for the Trustees and any other fiduciaries appointed by the Trustees and for the Trust itself to cover liability or losses occurring by reason of the act or omission of any one or more of the Trustees or any other fiduciary appointed by them. Any insurance purchased by the Trustees must give the insurer recourse against the Trustees or other fiduciaries concerned for breach of any fiduciary obligation or fiduciary duty owed to the Trust.
8. The Trustees shall arrange for proper accounting and reporting procedures for the Trust's funds and shall also provide for an annual audit of the Trust's financial affairs by a certified public accountant.

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9. The Trustees may retain legal counsel to represent the Trust and the Trustees in all legal proceedings as well as to advise the Trust and the Trustees on all matters pertaining to the operation and administration of the Trust.
10. The Trustees have the authority to terminate the Trust at any time.
11. Upon termination of the Trust, the Trustees shall provide for the payment of Trust obligations, debts, losses, and other liabilities and shall provide for the disposition of the remaining Trust funds in accordance with Paragraph IX herein.

B. QUORUM AND VOTING. A majority of the Trustees shall constitute a quorum for the transaction of business at any meeting of the Trustees and the vote of a majority of the Trustees present shall be required for approval of any action at such meeting. The vote of such majority of the Trustees at such meeting shall constitute action of the Trustees as a group.

VI. BENEFICIARIES

The beneficiaries of the Trust are the City officers, employees, and qualified retirees and their dependents who are covered by a life, disability, sick, accident, or other health benefits plan purchased or adopted by the Trust (also called “covered persons” herein). Beneficiaries may make contributions to the Trust for use by the Trustees in fulfilling the purposes of the Trust. No beneficiary shall have any claim against the funds or any other property of the Trust. The rights and interests of the

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beneficiaries are limited to the insurance or health benefits specified in any policy purchased or plan adopted by the Trustees.

VII. TRUST FUNDS

The Trust funds consist of the funds described in **Schedule A** hereto as provided by the Settlor to institute this Trust, future contributions by the Settlor, beneficiary contributions, investment income, and any other money or property which shall come into the hands of the Trustees in connection with the administration of the Trust. The Trustees may use the Trust's funds as follows:

1. to pay all expenses which the Trustees consider necessary in establishing the Trust and in administering the Trust and all reasonable expenses incurred by the Trustees in the performance of their duties, as defined to be those allowed under Section 222.002 (c)(5)(A) [Texas Insurance Code] and or permitted by the State Comptroller of the State of Texas in its role as the administrator of this legislation;
2. to pay premiums on any insurance policies purchased by the Trust as allowed under Section 222.002 (c)(5)(A) [Texas Insurance Code];
3. to make authorized investments;
4. to pay claims under any health benefits plan adopted by the Trustees;

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VIII. LIABILITY OF TRUSTEES AND OFFICERS

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties hereunder; and they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of the Trust funds or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. No Trustee shall be required to give a bond or other security to guarantee the faithful performance of his or her duties hereunder. To the fullest extent permitted by law: (a) the City shall indemnify each Trustee who was, is, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding ("Proceeding"), any appeal therein, or any inquiry or investigation preliminary thereto, by reason of the fact that the Trustee is or was a Trustee; (b) the City shall pay or reimburse a Trustee for expenses incurred (i) in advance of the final disposition of a Proceeding to which such Trustee was, is or is threatened to be made a party, and (ii) in connection with such Trustee's appearance as a witness or other participation in any Proceeding.

IX. AMENDMENT, REVOCATION AND TERMINATION

This Declaration of Trust and the Trust created herein shall terminate when and if required by operation of law. The Trustees shall have the power to amend, modify, terminate or revoke, in whole or in part, this Declaration of Trust and the Trust created

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herein by majority vote at a duly called meeting at which a quorum is present. Notwithstanding the foregoing, the Trustees shall have no power to amend Paragraph II of this Declaration of Trust. Beneficiaries of the Trust shall have no right to amend this Declaration of Trust, and their approval shall not be a condition or requirement for an authorized amendment by the Trustees.

Upon termination of the Trust, the Trustees shall pay all obligations, debts, losses, and other liabilities of the Trust. Thereafter, the Trustees shall first use the remaining trust funds to pay covered claims of persons covered under the City's health benefits plan that may be in effect at the time of termination of the Trust and, then, either apply any remaining balance of the funds for the benefit of those covered persons in such manner as the Trustees determine shall best carry out to purposes of this Trust or pay such balance over to such covered persons on a per capita basis. Notwithstanding the foregoing, the Trustees, upon termination of the Trust and payment of all Trust obligations may, by vote of a majority of the Trustees, transfer the remaining funds or any portion thereof to the trustees of any trust or trusts established by the City for a substantially similar purpose to be applied for uses substantially similar to those set forth in Paragraph II herein.

X. GOVERNING LAW

This Declaration of Trust and the Trust created herein shall be construed and governed by the laws of the State of Texas in force from time to time.

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XI. MISCELLANEOUS

Whenever the context so admits and such treatment is necessary to interpret this Declaration of Trust in accordance with its apparent intent, the use herein of the singular shall include the plural, and vice versa, and the use of the feminine, masculine, or neuter gender shall be deemed to include the other genders.

The captions or headings above the various Paragraphs of this Declaration of Trust have been included only to facilitate the location of the subjects covered by each Paragraph but shall not be used in construing this Declaration of Trust.

If any clause or provision of this Declaration of Trust proves to be or is adjudged invalid or void for any reason, such invalid or void clause, provision, or portion shall not affect the whole, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as is legally possible.

IN WITNESS WHEREOF, the undersigned parties have executed this Declaration of Trust, consisting of twelve (12) pages and **Schedule A** attached hereto, on the dates of their respective acknowledgments below. By joining in the execution of this Declaration of Trust, the Trustees acknowledge receipt of the property described in **Schedule A**, signify acceptance of the Trust created hereunder, and covenant that the Trust will be executed with all due fidelity. This Trust is effective as of the last date of signature below.

IN WITNESS WHEREOF, the undersigned parties declare that no funds since the inception of said Employee Benefits Trust, we used or diverted for any purpose than those allowed by Section 222.02 of the Texas Insurance Code.

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Mayor Judy Eychner, Settlor

Roman Garcia, Trustee

Kim Clarkson, Trustee

Joe Herring, Jr., Trustee

Brenda Hughes, Trustee

THE STATE OF TEXAS §

§

COUNTY OF KERR §

This instrument was acknowledged before me on _____, 2022, by
Judy Eychner, Mayor of the City of Kerrville on behalf of Settlor.

Notary Public, State of Texas
Print Name: Natalie McElhannon
My Commission Expires:

THE STATE OF TEXAS §

§

COUNTY OF KERR §

This instrument was acknowledged before me on _____, 2022, by
Kim Clarkson, Trustee.

Notary Public, State of Texas
Print Name: Natalie McElhannon
My Commission Expires:

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THE STATE OF TEXAS §

§

COUNTY OF KERR §

This instrument was acknowledged before me on _____, 2022, by
Roman Garcia, Trustee.

Notary Public, State of Texas

Print Name: Natalie McElhannon

My Commission Expires:

THE STATE OF TEXAS §

§

COUNTY OF KERR §

This instrument was acknowledged before me on _____, 2022, by
Brenda Hughes, Trustee.

Notary Public, State of Texas

Print Name: Natalie McElhannon

My Commission Expires:

THE STATE OF TEXAS §

§

COUNTY OF KERR §

This instrument was acknowledged before me on _____, 2022, by
Joe Herring, Jr., Trustee.

Notary Public, State of Texas

Print Name: Natalie McElhannon

My Commission Expires:

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SCHEDULE A

The following is a list of the assets initially transferred by the City of Kerrville, Settlor, to the Trust:

City of Kerrville's first month (October 2008) contributions for Employee, and Dependent Medical/Pharmacy Benefits, Dental Benefits, Life Insurance Benefits, and Long Term Disability Benefits.

City of Kerrville Employee and Dependents first month (October 2008) of Plan Year's payroll deductions or contributions for Medical/Pharmacy Benefits, Dental Benefits, Life Insurance Benefits, and Long Term Disability Insurance Benefits.



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

SUBJECT: Ratify Fund Agreement with the Community Foundation of the Texas Hill Country for the establishment of the Kerrville Police Department Foundation Fund; and approve Fund Agreements with the Community Foundation of the Texas Hill Country for the establishment of the Kerrville Fire Department Fund and the Kerrville Parks Foundation Fund.

AGENDA DATE OF: October 11, 2022 **DATE SUBMITTED:** Sep 16, 2022

SUBMITTED BY: EA Hoppe

EXHIBITS: [20220927_Agreement_Community Foundation - KFD.pdf](#)
[20220927_Agreement_Community Foundation - Parks.pdf](#)
[20220927_Agreement_Community Foundation - KPD 3-17-21.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes
Key Priority Area	F - Public Facilities and Services
Guiding Principle	F5. Consider opportunities for interlocal agreements and collaborations with other government entities and partner agencies for the provision of services

Action Item

SUMMARY STATEMENT:

In 2019, an Agreement was made with the Community Foundation, through their 501(c)3 status, to allow for the collection of philanthropic funds for those wishing to make tax-deductible donations for efforts related to the City of Kerrville Police department. The Fund was successful in helping bring about the K-9 operation for KPD. The City desires to expand this relationship to create two new funds with the Community Foundation, one for City of Kerrville Fire and EMS operations as well as one for City of Kerrville Parks and Recreation operations. City staff also seeks ratification of the 2019 Agreement.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute the Fund (Grant) Agreements with the Community Foundation.



COMMUNITY FOUNDATION

of the

TEXAS HILL COUNTRY

Fund Agreement

On **April 21, 2022**, the **Community Foundation of the Texas Hill Country** (hereinafter referred to as “the Community Foundation” or “the Foundation”) and the **City of Kerrville, Texas**, (hereinafter referred to as “the City of Kerrville” or “the City”) enter into the following Agreement, which establishes the **Kerrville Fire Department Foundation Fund** for the purpose of supporting the City of Kerrville’s Fire Department, subject to the following terms and conditions:

1. The Community Foundation will exercise full control over all funds deposited into the Kerrville Fire Department Foundation Fund. Any grant from the Fund will be paid to the City and solely used for the support of the Kerrville Fire Department. Any changes in the purposes for which grant funds are spent must be approved in writing by the Community Foundation before implementation. The Community Foundation retains the right, if the City of Kerrville breaches this Agreement, or if the City’s conduct jeopardizes the Community Foundation’s legal or tax status, to withhold, withdraw, or demand immediate return of grant funds.
2. Any tangible or intangible property, including copyrights, obtained or created by the City of Kerrville as part of this partnership will remain the property of the City of Kerrville.

3. The City of Kerrville may solicit gifts, contributions, and grants to the Kerrville Fire Department Foundation Fund of the Community Foundation. The City of Kerrville's choice of funding sources to be approached and the text of the City's fundraising materials are subject to the Community Foundation's prior written approval. All grant agreements with institutional funding sources will be executed by the Community Foundation. The cost of any reports or other compliance measures required by such funding sources will be borne by the Fund or the City of Kerrville – not the Community Foundation.
4. The Community Foundation will provide accounting and related financial management services associated with the Fund. The City may access the Fund's balance, debits, credits, and investment return will be available at any time through the Foundation's online portal.
5. The Fund is subject to an administrative charge of 2% on each incoming gift, which will be deducted by the Community Foundation to defray the cost of administering the Fund. The Fund will periodically be assessed an investment management fee that is in accordance with the fees charged by the investment managers and advisors used by the Foundation. Fees are reviewed periodically and may increase or decrease from time to time. In addition, the Foundation may require to be reimbursed from the Fund for legal, accounting, or other professional fees incurred on behalf of the Fund; the lifetime cap on such expenses is \$1,000. Fees projected to exceed the cap will not be paid unless and until a mutually agreed upon payment plan is established by the parties.
6. Assets of the Fund may be commingled for purposes of investment with other assets of the Foundation. Control over the investment or reinvestment of such assets and the asset management of the Fund will be exercised exclusively by the Foundation.

Upon signing of this Agreement, the City of Kerrville wishes the monies to be invested in the:

_____ Fully Diversified Investment Account, *or the*

XX Short Term Cash Equivalents Account

7. Grant requests to the Fund must be in the form of a letter and signed by the Chief of the Fire Department of the City of Kerrville. The letter must describe the charitable purpose of the requested funds. The Internal Revenue Service (IRS) defines “charitable purpose” here: <https://www.irs.gov/charities-non-profits/charitable-purposes>. The IRS definition will be this Agreement’s guiding principle on what types of requests are for a charitable purpose.
8. An advisory committee comprised of the Foundation’s Chief Executive Officer, the City Manager, and the Fire Chief will oversee the strategy of the Fund and, when necessary, provide recommendations. All grant approvals are made by the Foundation’s Board of Trustees, not the advisory committee.
9. The City of Kerrville will submit an annual report – in the form of a one-page letter – to the Community Foundation on the charitable activities supported by the Fund. The first report is due by December 31, 2022. The second report is due by December 31, 2023, and so on, for as long as the Fund exists. If there are no grants from the Fund in a given year, a report is not required.
10. No grants from the Fund are allowed to be used in any attempt to influence legislation within the meaning of IRC Section 501(c)(3).

11. The City of Kerrville will not use any portion of a Fund grant:
- a. to participate or intervene in any political campaign on behalf or in opposition to any candidate for public office;
 - b. to induce or encourage violations of law or public policy;
 - c. to cause any private inurement or improper private benefit to occur, or
 - d. to take any other action inconsistent with IRC Section 501(c)(3).
12. The City of Kerrville will notify the Community Foundation immediately of changes in the City's staff or volunteers responsible for achieving the grant purpose.
13. In the event that there are no grants made from the Fund for a period of 10 years or in the event the City of Kerrville no longer wishes to have the Fund exist, the Foundation's Board of Trustees will grant the fund balance to the City of Kerrville Fire Department to be used for charitable pursues and then close the Fund.
14. Nothing in this agreement will constitute the naming of the City of Kerrville as an agent or legal representative of the Community Foundation for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement will not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and the City of Kerrville will make no such representations.
15. If a dispute arises relating to this Agreement and is not resolved, the parties involved in such dispute should first proceed in good faith to submit the matter to mediation. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. In the event the entire dispute is not resolved within 30 calendar days from the date written notice requesting mediation is sent by one party to the other(s), the mediation, unless otherwise agreed, will terminate.

16. This Agreement is governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and to be performed entirely within the State. Any legal dispute related to this Agreement will have its venue in Kerr County, Texas.

17. This Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement to the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by all parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement:

For the **City of Kerrville, Texas:**

E.A. Hoppe
City Manager

Date

For the **Community Foundation of the Texas Hill Country:**

Austin Dickson
Chief Executive Officer

Date



COMMUNITY FOUNDATION

of the
TEXAS HILL COUNTRY

Fund Agreement

On **April 21, 2022**, the **Community Foundation of the Texas Hill Country** (hereinafter referred to as “the Community Foundation” or “the Foundation”) and the **City of Kerrville, Texas**, (hereinafter referred to as “the City of Kerrville” or “the City”) enter into the following Agreement, which establishes the **Kerrville Parks Foundation Fund** for the purpose of supporting the City of Kerrville’s Parks and Recreation Department, subject to the following terms and conditions:

1. The Community Foundation will exercise full control over all funds deposited into the Kerrville Parks Foundation Fund. Any grant from the Fund will be paid to the City and solely used for the support of the Kerrville Parks and Recreation Department. Any changes in the purposes for which grant funds are spent must be approved in writing by the Community Foundation before implementation. The Community Foundation retains the right, if the City of Kerrville breaches this Agreement, or if the City’s conduct jeopardizes the Community Foundation’s legal or tax status, to withhold, withdraw, or demand immediate return of grant funds.
2. Any tangible or intangible property, including copyrights, obtained or created by the City of Kerrville as part of this partnership will remain the property of the City of Kerrville.

3. The City of Kerrville may solicit gifts, contributions, and grants to the Kerrville Parks Foundation Fund of the Community Foundation. The City of Kerrville's choice of funding sources to be approached and the text of the City's fundraising materials are subject to the Community Foundation's prior written approval. All grant agreements with institutional funding sources will be executed by the Community Foundation. The cost of any reports or other compliance measures required by such funding sources will be borne by the Fund or the City of Kerrville – not the Community Foundation.
4. The Community Foundation will provide accounting and related financial management services associated with the Fund. The City may access the Fund's balance, debits, credits, and investment return will be available at any time through the Foundation's online portal.
5. The Fund is subject to an administrative charge of 2% on each incoming gift, which will be deducted by the Community Foundation to defray the cost of administering the Fund. The Fund will periodically be assessed an investment management fee that is in accordance with the fees charged by the investment managers and advisors used by the Foundation. Fees are reviewed periodically and may increase or decrease from time to time. In addition, the Foundation may require to be reimbursed from the Fund for legal, accounting, or other professional fees incurred on behalf of the Fund; the lifetime cap on such expenses is \$1,000. Fees projected to exceed the cap will not be paid unless and until a mutually agreed upon payment plan is established by the parties.
6. Assets of the Fund may be commingled for purposes of investment with other assets of the Foundation. Control over the investment or reinvestment of such assets and the asset management of the Fund will be exercised exclusively by the Foundation.

Upon signing of this Agreement, the City of Kerrville wishes the monies to be invested in the:

 Fully Diversified Investment Account, *or the*

XX Short Term Cash Equivalents Account

7. Grant requests to the Fund must be in the form of a letter and signed by the Director of the Parks and Recreation Department of the City of Kerrville. The letter must describe the charitable purpose of the requested funds. The Internal Revenue Service (IRS) defines “charitable purpose” here: <https://www.irs.gov/charities-non-profits/charitable-purposes>. The IRS definition will be this Agreement’s guiding principle on what types of requests are for a charitable purpose.
8. An advisory committee comprised of the Foundation’s Chief Executive Officer, the City Manager, and the Director of the Parks and Recreation Department will oversee the strategy of the Fund and, when necessary, provide recommendations Other advisory members may be added over time. All grant approvals are made by the Foundation’s Board of Trustees, not the advisory committee.
9. The City of Kerrville will submit an annual report – in the form of a one-page letter – to the Community Foundation on the charitable activities supported by the Fund. The first report is due by December 31, 2022. The second report is due by December 31, 2023, and so on, for as long as the Fund exists. If there are no grants from the Fund in a given year, a report is not required.
10. No grants from the Fund are allowed to be used in any attempt to influence legislation within the meaning of IRC Section 501(c)(3).

11. The City of Kerrville will not use any portion of a Fund grant:
- a. to participate or intervene in any political campaign on behalf or in opposition to any candidate for public office;
 - b. to induce or encourage violations of law or public policy;
 - c. to cause any private inurement or improper private benefit to occur, or
 - d. to take any other action inconsistent with IRC Section 501(c)(3).
12. The City of Kerrville will notify the Community Foundation immediately of changes in the City's staff or volunteers responsible for achieving the grant purpose.
13. In the event that there are no grants made from the Fund for a period of 10 years or in the event the City of Kerrville no longer wishes to have the Fund exist, the Foundation's Board of Trustees will grant the fund balance to the City of Kerrville Fire Department to be used for charitable pursues and then close the Fund.
14. Nothing in this agreement will constitute the naming of the City of Kerrville as an agent or legal representative of the Community Foundation for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement will not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and the City of Kerrville will make no such representations.
15. If a dispute arises relating to this Agreement and is not resolved, the parties involved in such dispute should first proceed in good faith to submit the matter to mediation. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. In the event the entire dispute is not resolved within 30 calendar days from the date written notice requesting mediation is sent by one party to the other(s), the mediation, unless otherwise agreed, will terminate.

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IN WITNESS WHEREOF, the parties have executed this Agreement:

For the **City of Kerrville, Texas:**

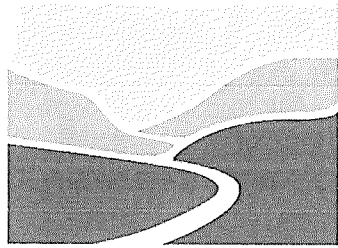
E.A. Hoppe
City Manager

Date

For the **Community Foundation of the Texas Hill Country:**

Austin Dickson
Chief Executive Officer

Date



COMMUNITY FOUNDATION

— of the —
TEXAS HILL COUNTRY

Fund Agreement

On March 17, 2021, the Community Foundation of the Texas Hill Country (hereinafter referred to as “the Community Foundation” or “the Foundation”) and the City of Kerrville, Texas, (hereinafter referred to as “the City of Kerrville” or “the City”) enter into the following Agreement, which establishes the Kerrville Police Department Foundation Fund for the purpose of supporting the City of Kerrville’s Police Department, subject to the following terms and conditions:

1. The Community Foundation will exercise full control over all funds deposited into the Kerrville Police Department Foundation Fund. Any grant from the Fund will be paid to the City and solely used for the support of the Kerrville Police Department. Any changes in the purposes for which grant funds are spent must be approved in writing by the Community Foundation before implementation. The Community Foundation retains the right, if the City of Kerrville breaches this Agreement, or if the City’s conduct jeopardizes the Community Foundation’s legal or tax status, to withhold, withdraw, or demand immediate return of grant funds.
2. Any tangible or intangible property, including copyrights, obtained or created by the City of Kerrville as part of this partnership will remain the property of the City of Kerrville.

3. The City of Kerrville may solicit gifts, contributions, and grants to the Kerrville Police Department Foundation Fund of the Community Foundation. The City of Kerrville's choice of funding sources to be approached and the text of the City's fundraising materials are subject to the Community Foundation's prior written approval. All grant agreements with institutional funding sources will be executed by the Community Foundation. The cost of any reports or other compliance measures required by such funding sources will be borne by the Fund or the City of Kerrville – not the Community Foundation.
4. The Community Foundation will provide accounting and related financial management services associated with the Fund. The City may access the Fund's balance, debits, credits, and investment return will be available at any time through the Foundation's online portal.
5. The Fund is subject to an administrative charge of 2% on each incoming gift, which will be deducted by the Community Foundation to defray the cost of administering the Fund. The Fund will periodically be assessed an investment management fee that is in accordance with the fees charged by the investment managers and advisors used by the Foundation. Fees are reviewed periodically and may increase or decrease from time to time. In addition, the Foundation may require to be reimbursed from the Fund for legal, accounting, or other professional fees incurred on behalf of the Fund; the lifetime cap on such expenses is \$1,000. Fees projected to exceed the cap will not be paid unless and until a mutually agreed upon payment plan is established by the parties.
6. Assets of the Fund may be commingled for purposes of investment with other assets of the Foundation. Control over the investment or reinvestment of such assets and the asset management of the Fund will be exercised exclusively by the Foundation.


Initials


Date

Upon signing of this Agreement, the City of Kerrville wishes the monies to be invested in the:

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XX Short Term Cash Equivalents Account

7. Grant requests to the Fund must be in the form of a letter and signed by the Chief of Police of the City of Kerrville. The letter must describe the charitable purpose of the requested funds. The Internal Revenue Service (IRS) defines "charitable purpose" here: <https://www.irs.gov/charities-non-profits/charitable-purposes>. The IRS definition will be this Agreement's guiding principle on what types of requests are for a charitable purpose.
8. An advisory committee comprised of the Foundation's Executive Director, the City Manager, and the Chief of Police will oversee the strategy of the Fund and, when necessary, provide recommendations. All grant approvals are made by the Foundation's Board of Trustees, not the advisory committee.
9. The City of Kerrville will submit an annual report – in the form of a one-page letter – to the Community Foundation on the charitable activities supported by the Fund. The first report is due by December 31, 2021. The second report is due by December 31, 2022, and so on, for as long as the Fund exists. If there are no grants from the Fund in a given year, a report is not required.
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Initials


Date

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17. This Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement to the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by all parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement:

For the **City of Kerrville, Texas:**



Mark McDaniel
City Manager



Date

For the **Community Foundation of the Texas Hill Country:**



Austin Dickson
Executive Director



Date


Initials
Date



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

SUBJECT: Renewal of the Geographic Information System Enterprise License Agreement with Environmental Systems Research Institute, Inc. (ESRI).

AGENDA DATE OF: October 11, 2022 **DATE SUBMITTED:** Aug 11, 2022

SUBMITTED BY: Charvy Tork

EXHIBITS: [20221011_Contract_GIS Software ESRI.pdf](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$88,650.00	\$88,650.00	\$88,650.00	01-0107-2300

PAYMENT TO BE MADE TO: Environmental Systems Research Institute, Inc.

Kerrville 2050 Item?	Yes
Key Priority Area	F - Public Facilities and Services
Guiding Principle	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
Action Item	F1.2 - Enhance the use of technology for work order tracking, inspections, etc.

SUMMARY STATEMENT:

In 2019, the City of Kerrville renewed a three year enterprise license agreement with Environmental Systems Research Institute, Inc. (ESRI) for licenses of geographic information system (GIS) desktop/server software and developer tools. The license agreement expires October 31, 2022 and needs to be renewed for another three year term.

ESRI is the lead software provider in the GIS industry. No other solution comes close to offering the same range of GIS solutions, data, and support. The Small Government Enterprise License Agreement (ELA) was created so that small government organizations with limited funding could still afford to utilize ESRI's software across the organization.

The City has greatly increased the utilization of our ELA licensing over the last nine years by integrating the GIS platform with other City software. The City will continue to enhance

the GIS system to maintain high-quality data and increase data access and usability for our internal and external customers.

The cost of the agreement is \$29,550 per year with numerous benefits including:

- Significantly lower cost per unit for licensed software
- Maintenance and technical support on all ESRI software deployed under the agreement
- Two paid registrations to the ESRI User Conference
- Free e-Learning resources

RECOMMENDED ACTION:

Authorize the City Manager to renew a three year enterprise license agreement with ESRI in the amount of \$29,550 per year.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 5/31/2022 To: 11/27/2022*

Quotation # Q-472082

Date: September 16, 2022

Customer # 12836 Contract # ENTERPRISE
AGREEMENT

City of Kerrville
IT Dept
701 Main St
Kerrville, TX 78028-5301

ATTENTION: Joshua Young
PHONE: 830-258-1499
EMAIL: joshua.young@kerrvilletx.gov

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 2	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 3	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
157519	50		\$0.00	\$0.00
Small Enterprise Agreement Public Safety Enterprise Creator (Formerly Named User Level 2) in Continually Staffed Environment License				
157519	50		\$0.00	\$0.00
Small Enterprise Agreement Public Safety Enterprise Creator (Formerly Named User Level 2) in Continually Staffed Environment License				
157519	50		\$0.00	\$0.00
Small Enterprise Agreement Public Safety Enterprise Creator (Formerly Named User Level 2) in Continually Staffed Environment License				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Sean Gill	Email: s.gill@esri.com	Phone: (909) 793-2853 x8828
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

GILLS

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-472082

Date: September 16, 2022

Customer # 12836 Contract # ENTERPRISE AGREEMENT

City of Kerrville
IT Dept
701 Main St
Kerrville, TX 78028-5301

ATTENTION: Joshua Young
PHONE: 830-258-1499
EMAIL: joshua.young@kerrvilletx.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/31/2022 To: 11/27/2022

Material	Qty	Term	Unit Price	Total
166949	1		\$300.00	\$300.00
ArcGIS Image Analyst for ArcGIS Pro Enterprise Term License				
166949	1		\$300.00	\$300.00
ArcGIS Image Analyst for ArcGIS Pro Enterprise Term License				
166949	1		\$300.00	\$300.00
ArcGIS Image Analyst for ArcGIS Pro Enterprise Term License				
180429	1		\$1,750.00	\$1,750.00
ArcGIS Drone2Map Advanced for ArcGIS Enterprise Annual Subscription				
180429	1		\$1,750.00	\$1,750.00
ArcGIS Drone2Map Advanced for ArcGIS Enterprise Annual Subscription				
180429	1		\$1,750.00	\$1,750.00
ArcGIS Drone2Map Advanced for ArcGIS Enterprise Annual Subscription				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Sean Gill

Email:
s.gill@esri.com

Phone:
(909) 793-2853 x8828

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

GILLS

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IT Dept
701 Main St
Kerrville, TX 78028-5301

ATTENTION: Joshua Young
PHONE: 830-258-1499
EMAIL: joshua.young@kerrvilletx.gov

Subtotal:	\$88,650.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$88,650.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Sean Gill

Email:

s.gill@esri.com

Phone:

(909) 793-2853 x8828

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

GILLS

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
 Spatial Analyst, ArcGIS Engine Geodatabase Update,
 ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 50 ArcGIS Enterprise Creators
 2 ArcGIS Insights in ArcGIS Enterprise
 2 ArcGIS Insights in ArcGIS Online
 5 ArcGIS Tracker for ArcGIS Enterprise
 5 ArcGIS Tracker for ArcGIS Online
 2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 2 ArcGIS Utility Network User Type Extensions (Enterprise)
 2 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



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

SUBJECT: Execute a change order decreasing the awarded amount for the 2021 Street Reconstruction project.

AGENDA DATE OF: October 11, 2022 **DATE SUBMITTED:** Sep 30, 2022

SUBMITTED BY: Kyle Burow

EXHIBITS: [20221011_Change Order_2021 Street Reconstruction Deduct Closeout.pdf](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
-\$208,295.00	\$1,300,933.72	\$8,500,000.00	70-7000-5100, Project #70-19011

PAYMENT TO BE MADE TO: Alamo City Constructors, Inc.

Kerrville 2050 Item?	Yes
Key Priority Area	M - Mobility / Transportation
Guiding Principle	M4. Place a high priority on the maintenance of existing streets
Action Item	M4.2 - Continue implementing the plan for street repairs, including a timeline and funding, based on the road conditions data collection and evaluation completed in 2016

SUMMARY STATEMENT:

In May 2021, the City contracted Alamo City Constructors, Inc. to rehabilitate the second group of streets identified for reconstruction in the updated 10-year maintenance plan completed by 6S Engineering, Inc. The reconstruction streets were funded in 2019 by the issuance of \$10.5 million in Certificates of Obligation for street and drainage improvements. Alamo City Constructors, Inc. was deemed substantially complete with the rehabilitation of the streets and worked on punchlist items while opening all roads for public use. The project has now been fully completed and the closeout of the project involves a deductive change order in the amount of \$208,295.00 for items not utilized by Alamo City Constructors, Inc. to finalize contractual obligations for construction. This project included streets located primarily in the Doyle neighborhood and include W. Barnett, McFarland, Remschel, Barnett, Wallace, Cottage, and Hillside. Additionally, several of these streets had multi-use paths installed, per the community direction received

and adopted in the Doyle Area Plan. State law and City policy requires any change order (additive or deductive) over \$50,000 be approved by the City Council.

These funds will be utilized for other identified street and drainage reconstruction efforts.

RECOMMENDED ACTION:

Authorize the City Manager to execute a deductive change order.

**CHANGE ORDER**

PROJECT: 2021 Bonds Street Reconstruction; 20-022
OWNER: City of Kerrville OWNER PROJ # 20-022
CONTRACTOR: Alamo City Constructors CONTRACTOR #
ENGINEER: 6S Engineering ENG. PROJ. # 20-022

CHANGE ORDER NO. 13 CHANGE ORDER DATE: 9/30/2022

Make following additions/deletions or modifications to work described in the Contract Documents:

	Description of Change	Cost
1	Deduct of unused quantities	-\$208,295.00
2		
3		
4		
5		
TOTAL COST OF THIS CHANGE ORDER:		-\$208,295.00

The compensation agreed to upon in this change order is full, complete and final payment for all costs the Contractor may incur as a result of or related to this change whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other affect on changed or unchanged work as a result of this Change Order.

Contract Cost and/or Time Impacts:

Original Contract Amount	\$4,196,029.00
Previously Approved Change Order Amount	\$115,395.00
Adjusted Contract Amount	\$4,311,424.00
Proposed Change Order Amount (this change order)	-\$208,295.00
Revised Contract Amount	\$4,103,129.00
Previous Contract Time	150+30 days
Previous Substantial Completion Date	19-Aug-22
Previous Final Completion Date	18-Sep-22
Net Change in Contract Time	0
Revised Contract Time	150+30 days
Revised Substantial Completion Date	19-Aug-22
Revised Final Completion Date	18-Sep-22

Recommended by:

(Architect/Engineer)

By Jess W. Swain 09/29/2022
Date

Approved by:

(Contractor)

By Mike J. Lee 09/30/2022
Date

Approved by:

(Owner)

By _____
Date



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

SUBJECT: City Council workshop minutes, September 27, 2022.

AGENDA DATE OF: October 11, 2022 **DATE SUBMITTED:** Sep 26, 2022

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20221011_Minutes_Council workshop 9-27-22 4pm.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

City Council workshop minutes held September 27, 2022 at 4:00 p.m., City Hall Council Chambers.

RECOMMENDED ACTION:

Approve minutes as presented.

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

**SEPTEMBER 27, 2022 4:00 PM
701 MAIN STREET, KERRVILLE, TEXAS**

CALL TO ORDER: On September 27, 2022 at 4:00 p.m., the City Council workshop was called to order by Mayor Judy Eychner at the City Hall Council Chambers, 701 Main Street.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT:

None

CITY STAFF PRESENT:

E.A. Hoppe, City Manager	David Barrera, Asst Director Public Works
Mike Hayes, City Attorney	Stuart Barron, Executive Director Public Works
Kim Meisner, Asst City Manager	Guillermo Garcia, Exec Director Innovation
Shelley McElhannon, City Secretary	Scott Loveland, Asst Director Public Works
Drew Paxton, Director Planning	

VISITORS PRESENT:

Tara Bushnoe, CEO Upper Guadalupe River Authority	
Nathan Pence, Executive Manager Environmental Science, Guadalupe-Blanco River Authority	
Chad Norris, Deputy Executive Manager Environmental Science, GBRA	
Louis Amstoy, Media	Roger Mathews, Media

1. PUBLIC COMMENT: None

2. PRESENTATION AND COUNCIL DISCUSSION:

2A. Staff presentation on Guadalupe River Habitat Conservation Plan and Endangered Species Act with Guadalupe-Blanco River Authority.

E.A. Hoppe introduced both the item and GBRA guest speaker(s). Nathan Pence, Chad Norris, E.A. Hoppe, Stuart Barron, and Mike Hayes provided information and responded to questions.

Councilmember Roman Garcia made a motion to enter executive session under 551.071 (consultation with attorney) and 551.087 (deliberation regarding economic development negotiations), seconded by Councilmember Brenda Hughes. The motion passed 5-0. Closed Executive Session convened at 5:04 p.m.

3. EXECUTIVE SESSION:

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

3B. Planned Development (zoning) District applicable property owned by RBM-JSM, LLC, said property located at 829 Clay and 820 Sidney Baker (551.071).

The closed executive session adjourned, and City Council returned to open session at 6:00 p.m. No action was taken during executive session.

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

ADJOURN. The workshop adjourned at 6:00 p.m.

APPROVED BY COUNCIL: _____ ATTEST:

Judy Eychner, Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: City Council meeting minutes, September 27, 2022.

AGENDA DATE OF: October 11, 2022 **DATE SUBMITTED:** Sep 26, 2022

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20221011_Minutes_Council meeting 6pm.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

City Council meeting minutes held September 27, 2022 at 6:00 p.m., City Hall Council Chambers.

RECOMMENDED ACTION:

Approve minutes as presented.

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
SEPTEMBER 27, 2022 6:00 PM**

On September 27, 2022 at 6:00 p.m., Mayor Judy Eychner called the Kerrville City Council meeting to order in City Hall Council Chambers, 701 Main Street. Councilmember Joe Herring, Jr. provided the invocation and led the Pledge of Allegiance.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT: None

CITY EXECUTIVE STAFF:

E.A. Hoppe, City Manager	Danielle Brigati, Library Director
Mike Hayes, City Attorney	Stuart Cunyus, Public Information Officer
Kim Meisner, Asst City Manager	Guillermo Garcia, Exec Dir Innovation
Shelley McElhannon, City Secretary	Eric Maloney, Fire Chief
Julie Behrens, Director of Finance	Chris McCall, Police Chief
Ashlea Boyle, Director Parks/Recreation	Drew Paxton, Planning Director

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

1. ANNOUNCEMENTS OF COMMUNITY INTEREST: Announcements of Community Interest provided by Stuart Cunyus, Chief Maloney, Mayor Eychner, and Councilmember Roman Garcia.

The following person(s): William Rector who introduced the new Heart of the Hill Heritage Center (HHHC) Executive Director Angela Kennedy. In addition, HHHC Board members introduced themselves: Clifton Fifer, Marcus Goodyear, Joe Herring, David Jones, Charlie McIlvain, Bill Rector, Linda Stone, Kelly Vox.

2. PRESENTATIONS:

2A. Kerrville Kindness Award presented to JR Ramon and Sons for the use of the former Hal Peterson Middle School building for public safety training.

Mayor Eychner, Chief Eric Maloney, and Chief Chris McCall presented Joe Ramon and Sons the Kerrville Kindness Award, for allowing public safety training in the former Hal Peterson Middle School. Attending Fire personnel provided introductions: Jaren Floyd, Mark Lowe, Levi Mauldin, Daniel Patton.

2B. Proclamation recognizing October 5, 2022 as the City of Kerrville World Teachers' Day.

Mayor Eychner presented the City of Kerrville World Teachers' Day Proclamation to Kerrville Independent School District representatives KISD Superintendent Dr. Mark Foust, KISD Teacher of the Year – Early Childhood Center Dana Dunagan, and KISD Hal Peterson Middle School Amanda Baehre.

Mayor Eychner provided procedures of decorum and speaker protocol.

3. VISITORS FORUM:

The following person(s) spoke:

- Sarah Burkhart - Big Fix Executive Director
- Jeff Harris/Mike Sigerman
- Bruce Stracke
- Glenn Andrew

E.A. Hoppe provided information.

4. CONSENT AGENDA:

Citizen Charles Hueber pulled Consent Agenda item 4A, and Councilmember Garcia pulled Consent Agenda item 4D.

Councilmember Kim Clarkson made a motion to approve items 4B, 4C, and 4E, seconded by Councilmember Garcia. The motion passed 5-0.

4B. Amendment to the Medical Director Contract for the City of Kerrville Fire Department, Emergency Medical Services.

4C. City Council workshop minutes, September 13, 2022.

4E. City Council workshop minutes September 20, 2022.

END OF CONSENT AGENDA.

4A. Resolution No. 56-2022. A Resolution adopting the Singing Wind Park Master Plan.

Charles Hueber representing the Parks and Recreation Advisory Board presented information.

Councilmember Garcia made a motion to adopt Resolution No. 56-2022, seconded by Councilmember Brenda Hughes. The motion passed 5-0.

4D. City Council meeting minutes, September 13, 2022.

Shelley McElhannon read Item 4D caption into record.

Councilmember Garcia made a motion to approve the meeting minutes for September 13, 2022 with the following four amendments: *Page 2 Item 4D - strike "4C" and replace with "4D"; Page 4 item 6B – strike the sentence "The motion was clarified by E.A. Hoppe to allow for by-right Short-Term Rentals within the R1A zones, RT zones, and the existing by-right zones; prohibiting R1, R2, and Commercial"; Page 6 item 8B – strike the "Abstained" section from the roll call votes; Page 6 item 8C – strike the "Abstained" section from the roll call votes; Page 5 item 8A – correct the sentence "Shelley McElhannon read Ordinance No. 2022-30 2022-23 caption into record"*, seconded by Councilmember Herring. The motion passed 5-0.

5. ORDINANCES, SECOND READING:

5A. Ordinance No. 2022-29, 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 changing the zoning for an approximate 7.1 acre tract out of the Wallace

Survey No. 113, Abstract No. 347; said property more commonly known as 365 Clearwater Paseo Path; within the City of Kerrville, Kerr County, Texas; from a Multifamily Residential Zoning District (R-3) to a Public and Institutional Zoning District (PI); and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2022-29 caption into record.

Councilmember Hughes made a motion to approve Ordinance No. 2022-29 on second reading, seconded by Councilmember Clarkson. The motion passed 5-0.

5B. Ordinance No. 2022-23, second reading. An Ordinance creating a "Planned Development District" (Zoning) for Light Commercial Uses and a Parking Lot on an approximately 1.49 acre property, consisting of Lot 21-R, Block G, B.F. Cage Addition; within the City of Kerrville, Kerr County, Texas; and more commonly known as 820 Sidney Baker and 829 Clay Street; adopting a concept plan and conditions related to the development and use of said lot; and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2022-23 caption into record.

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

The following person(s) spoke:

- JuLee Reeves
- Mike Sigerman
- George Baroody
- Patrick Cohoon

Mike Hayes provided clarification, and responded to questions.

Councilmember Garcia made a motion to deny Ordinance No. 2022-23, and further move that staff is instructed to issue the relevant permits to the property owner for a parking lot to be located on the Clay Street side of the property. Mayor Eychner called for a second, with no second. The motion died for lack of second.

Councilmember Herring made a motion to adopt Ordinance No. 2022-23 on second reading, seconded by Councilmember Clarkson. The motion passed 4-1 with Mayor Eychner, Councilmember Clarkson, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia opposed.

5C. Ordinance No. 2022-28, 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 the Land Use Table as found within said Code by changing which Zoning Districts a Short-Term Rental Unit is authorized as a permitted use pursuant to a required Conditional Use Permit; a providing a cumulative clause; providing for severability; providing an effective date; ordering publication; providing an effective date; and providing other matters related to the subject.

Shelley McElhannon read Ordinance No. 2022-28 caption into record.

Drew Paxton provided information and responded to questions.

The following person(s) spoke:

- George Baroody
- Karen Sides
- Nikki Caines

- Jon Perrin (declined)
- Robin Perrin
- Michael Killeen
- Bruce Stracke
- Kim Richards

Councilmember Hughes made a motion to approve Ordinance No. 2022-28 on second reading, seconded by Councilmember Herring. The motion passed 3-2 with Mayor Eychner, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia and Councilmember Clarkson opposed.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Resolution No. 55-2022. A Resolution creating a Short-Term Rental Committee as an Ad Hoc Committee of the City of Kerrville, Texas; the Committee to review operational issues of short-term rentals.

Shelley McElhannon read Resolution No. 55-2022 caption into record.

E.A. Hoppe and Guillermo Garcia provided information and responded to questions.

The following person(s) spoke:

- Robin Perrin
- Anna Ramirez

Councilmember Garcia suggested to add language on Page 3 Section F “*and sending a written notice to the City Manager and City Secretary*”.

Councilmember Clarkson made a motion to approve Resolution No. 55-2022, seconded by Councilmember Herring. The motion passed 5-0.

Councilmember Garcia appointed himself and Jim Caines.

Councilmember Clarkson appointed herself and Keri Wilt.

Councilmember Herring appointed Linda Stone and Kim Richards.

Councilmember Hughes appointed Robin Perrin and Karen Sides.

Mayor Eychner appointed Maggie Megee (Chair).

6B. Resolution No. 57-2022. A Resolution adopting the City of Kerrville’s 2023 State Legislative priorities for the 88th Texas Legislature.

Shelley McElhannon read Resolution No. 57-2022 caption into record.

Mike Hayes provided information and responded to questions.

The following person(s) spoke:

- George Baroody

Mike Hayes provided clarification and responded to questions.

Councilmember Hughes made a motion to approve Resolution No. 57-2022, seconded by Councilmember Clarkson. The motion passed 5-0.

7. INFORMATION AND DISCUSSION:

7A. Financial report for month ending August 31, 2022.

Shelley McElhannon read Item 7A caption into record.

Julie Behrens provided information and responded to questions.

Mayor Eychner recessed the meeting at 8:14 p.m.
Mayor Eychner reconvened the meeting at 8:20 p.m.
Mayor Eychner reviewed speaker and meeting protocols.

7B. The Butt-Holdsworth Memorial Library's participation in "Banned Books Week" from September 18, 2022–September 24, 2022, and the adopted BHML Collection Development policy.

Shelley McElhannon read item 7B caption into record.

Kim Meisner introduced the item and Library Staff. E.A. Hoppe summarized the point of the presentation. Danielle Brigati provided information and responded to questions.

The following person(s) spoke:

- Joy Molina (requested to speak first, Mayor permitted)
- Marnie Bethel
- Brandon Aery
- Marcia King
- Harley Belew
- Glenn Andrew
- John Harrison
- Barbara Ferguson
- Jaclyn Hall
- Kathy Diamond (did not appear at the microphone when called)
- Bethany Puccio
- Sean Boerner
- Elsa Lara
- Naomi Lara (passed when called)
- James McGinness
- Jennyth Peterson
- Ian Daugherty
- Jerry Wolff
- Bruce Stracke (did not appear at the microphone when called)
- Alicia Bell
- Mark Holden
- Jennifer Daschel and daughter Caroline
- Ruth Carlson
- Jesirae Kesler
- Adriana Escalar

Council provided comments. No action taken.

8. BOARD APPOINTMENTS:

8A. Appointment(s) to the Zoning Board of Adjustment. (This item is eligible for Executive Session 551.074).

Shelley McElhannon read Item 8A caption into record.

Councilmember Hughes made a motion to appoint Don Chute as an alternate member of the Zoning Board of Adjustment, seconded by Mayor Eychner. The motion passed 5-0.

9. **EXECUTIVE SESSION:** None

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

11. **ITEM(S) FOR FUTURE AGENDAS:**

- Councilmember Hughes – presentation by the Big Fix non-profit organization, sponsored by Mayor Eychner and Councilmember Herring.
- Councilmember Garcia – waiver of fees for permit for Veterans' Day Parade.
- Councilmember Garcia –Ordinance to cancel the second meetings in November and December.

ADJOURN. The meeting adjourned at 10:15 p.m.

APPROVED BY COUNCIL: _____

APPROVED:

ATTEST:

Judy Eychner, Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: City Council workshop minutes, October 04, 2022.

AGENDA DATE OF: October 11, 2022 **DATE SUBMITTED:** Sep 26, 2022

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20221011_Minutes CC workshop 10-04-22 12pm.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

City Council workshop minutes held October 11, 2022 at 12:00 p.m., City Hall Upstairs Conference Room.

RECOMMENDED ACTION:

Approve minutes as presented.

**CITY COUNCIL WORKSHOP MINUTES
CITY HALL UPSTAIRS CONFERENCE ROOM, 701 MAIN ST, KERRVILLE, TX**

OCTOBER 04, 2022 12:00 PM

CALL TO ORDER: On October 04, 2022 at 12:00 p.m., the City Council workshop was called to order by Mayor Judy Eychner at the City Hall, 701 Main Street.

COUNCIL PRESENT:

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

COUNCIL ABSENT:

None

CITY STAFF PRESENT:

E.A. Hoppe, City Manager
Mike Hayes, City Attorney
Michael Hornes, Asst City Manager
Kim Meisner, Asst City Manager
Shelley McElhannon, City Secretary

Stuart Barron, Executive Director
Julie Behrens, Finance Director
Drew Paxton, Planning Director
William Tatsch, Asst City Attorney

VISITORS PRESENT: Louis Amstoy, Media

1. **PUBLIC COMMENTS:** None

2. **INFORMATION AND DISCUSSION:**

2A. Discussion on Special District policies.

E.A. Hoppe and Michael Hornes provided information and responded to questions. No action taken.

ADJOURN. The workshop adjourned at 1:03 p.m.

APPROVED BY COUNCIL: _____ ATTEST:

Judy Eychner, Mayor

Shelley McElhannon, City Secretary



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



SUBJECT: Resolution No. 59-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of an approximate 1.373 acres out of the Martinez Survey No. 124, Abstract No. 247; and more commonly known as 2101 Arcadia Loop S; said property is located within a Medium Density Residential Zoning District (R-2); and making said permit subject to conditions and restrictions.

AGENDA DATE OF: October 11, 2022 **DATE** Sep 30, 2022
SUBMITTED:

SUBMITTED BY: Drew Paxton

EXHIBITS: [20221011_Reso 59-2022 CUP 2101 Arcadia Loop S STR.pdf](#)

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

SUMMARY STATEMENT:

Procedural Requirements: The City, in accordance with state law, mailed 11 letters on 8/18/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 8/11/2022.

Staff Analysis and Recommendation

Adjacent Zoning and Land Uses: Subject Property; Current Zoning: R-2; Existing Land Use: Residential

Direction: North, South, East, & West

Current Zoning: R-2

Existing Land Uses: Residential

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

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

Traffic Impact: No traffic impact is anticipated.

Parking: A Short Term Rental requires one off-street parking space per bedroom and one additional off-street parking space for a manager, if the manager does not live onsite. This property has 4 bedrooms and no onsite manager so 5 off-street parking spaces are required. The applicant has identified 9 available off-street parking spaces, meeting the off-street parking requirement.

Case Summary: The applicant is proposing to use an existing home as a Short Term Rental.

The subject property is located within an R-2 zoning district. As such, a Short Term Rental requires a Conditional Use Permit.

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

On September 1st, the Planning and Zoning Commission recommended approval with a 4-2 vote.

Proposed CUP Conditions for Short Term Rental

A. Guest Notification: The owner or operator of the Property shall post "Guest Notification" in a conspicuous place within the rental unit on the Property. Guest Notification is shown on the following page.

B. Local Contact: The owner or operator of the Property shall provide the City with contact information for a local representative, within approximately two hours distance.

C. Occupancy Taxes: The owner or operator of the Property shall comply with the City's occupancy tax requirements as found within Ch. 94, Division III, of the City's Code of Ordinances.

D. Sign: The Property may not use more than one non-illuminated, on-site sign, in conjunction with its Short Term Rental unit. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii) freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceeding six square feet in size and three feet in height. Any such sign shall comply with the City's Sign Code.

E. Minimum Off-Street Parking: One space per bedroom, plus parking required for the manager, if living off-site.

F. Maximum Occupancy: The maximum occupancy for any Short Term Rental is ten

(10) guests. Short term rental owner / operator may set occupancy limits at less than ten (10) guests, however, in no case shall occupancy limits exceed ten (10) guests.

G. Other Zoning Regulations: The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as may be amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, the provisions of this Resolution will prevail.

RECOMMENDED ACTION:

Approve Resolution No. 59-2022.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 59-2022**

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE PROPERTY CONSISTING OF AN APPROXIMATE 1.373 ACRES. OUT OF THE MARTINEZ SURVEY NO. 124, ABSTRACT NO. 247; AND MORE COMMONLY KNOWN AS 2101 ARCADIA LOOP S.; SAID PROPERTY IS LOCATED WITHIN A MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT (R-2); AND MAKING SAID PERMIT SUBJECT TO CONDITIONS AND RESTRICTIONS

WHEREAS, the owner of the property known as 2101 Arcadia Loop S. and depicted on the location map and site plan found at **Exhibit A** (the "Property"), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit ("CUP") to authorize a short-term rental unit on the Property, which is located within a Medium Density Residential Zoning District (R-2); and

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

WHEREAS, City Council, in compliance with state law and the Zoning Code, and likewise having given the requisite notices and holding a public hearing on October 11, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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

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

Legal Description: consisting of an approximate 1.373 acre tract, out of the Martinez Survey No. 124, Abstract No. 247; and depicted on the location map and site plan found at **Exhibit A**.

Address: 2101 Arcadia Loop S., Kerrville, TX 78028.

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

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

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

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

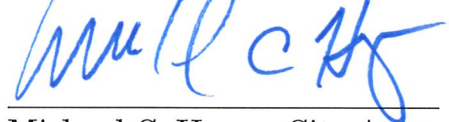
SECTION FIVE. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect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

SECTION SIX. This Resolution is effective upon adoption.

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

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



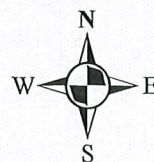
Location Map

Case # PZ-2022-040

Location:
2101 Arcadia Loop

Legend

200' Notification Area ---
Subject Properties ---



0 50 100 200
Scale In Feet

EXHIBIT A

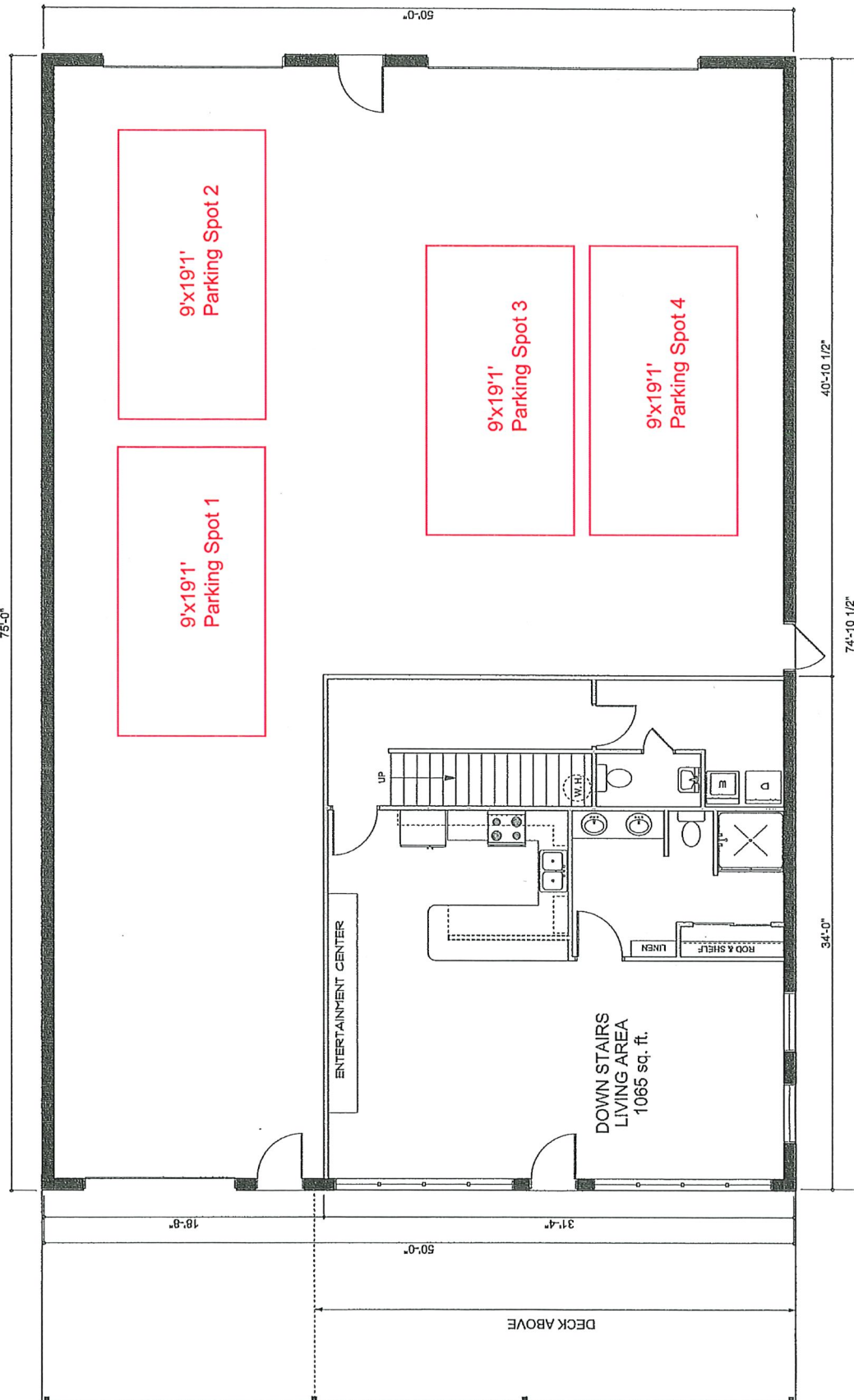


EXHIBIT A





SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number 59-2022

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

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

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

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

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

Name: _____

Contact Number: _____

Thank you!

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



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



SUBJECT: Resolution No. 60-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of part of Block 11, Lowry Addition; and more commonly known as 309 Guadalupe; said property is located within a Medium Density Residential Zoning District (R-2); and making said permit subject to conditions and restrictions.

AGENDA DATE OF: October 11, 2022 **DATE** Sep 30, 2022
SUBMITTED:

SUBMITTED BY: Drew Paxton

EXHIBITS: [20221011_Reso 60-2022 CUP 309 Guadalupe STR.pdf](#)

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

SUMMARY STATEMENT:

Procedural Requirements: The City, in accordance with state law, mailed 16 letters on 8/18/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 8/11/2022.

Staff Analysis and Recommendation: Adjacent Zoning and Land Uses: Subject Property
Current Zoning: R-2

Existing Land Use: Residential

Direction: North - Current Zoning: R-1A; Existing Land Uses: Residential

Direction: South - Current Zoning: R-2; Existing Land Uses: Guadalupe River

Direction: East & West - Current Zoning: R-2; Existing Land Uses: Residential

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

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

Traffic Impact: No traffic impact is anticipated.

Parking: A Short Term Rental requires one off-street parking space per bedroom and one additional off-street parking space for a manager, if the manager does not live onsite. This property has 4 bedrooms and no onsite manager so 5 off-street parking spaces are required. The applicant has identified 6 available off-street parking spaces, meeting the off-street parking requirement.

Case Summary: The applicant is proposing to use an existing home as a Short Term Rental.

The subject property is located within an R-2 zoning district. As such, a Short Term Rental requires a Conditional Use Permit.

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

On September 1st, the Planning and Zoning Commission recommended approval with a 5-1 vote.

Proposed CUP Conditions for Short Term Rental

A. Guest Notification: The owner or operator of the Property shall post "Guest Notification" in a conspicuous place within the rental unit on the Property. Guest Notification is shown on the following page.

B. Local Contact: The owner or operator of the Property shall provide the City with contact information for a local representative, within approximately two hours distance.

C. Occupancy Taxes: The owner or operator of the Property shall comply with the City's occupancy tax requirements as found within Ch. 94, Division III, of the City's Code of Ordinances.

D. Sign: The Property may not use more than one non-illuminated, on-site sign, in conjunction with its Short Term Rental unit. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii) freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceeding six square feet in size and three feet in height. Any such sign shall comply with the City's Sign Code.

E. Minimum Off-Street Parking: One space per bedroom, plus parking required for the manager, if living off-site.

F. Maximum Occupancy: The maximum occupancy for any Short Term Rental is ten

(10) guests. Short term rental owner / operator may set occupancy limits at less than ten (10) guests, however, in no case shall occupancy limits exceed ten (10) guests.

G. Other Zoning Regulations: The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as may be amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, the provisions of this Resolution will prevail.

RECOMMENDED ACTION:

Approve Resolution No. 60-2022.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 60-2022**

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE PROPERTY CONSISTING OF PART OF BLOCK 11, LOWRY ADDITION; AND MORE COMMONLY KNOWN AS 309 GUADALUPE; SAID PROPERTY IS LOCATED WITHIN A MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT (R-2); AND MAKING SAID PERMIT SUBJECT TO CONDITIONS AND RESTRICTIONS

WHEREAS, the owner of the property known as 309 Guadalupe and depicted on the location map and site plan found at **Exhibit A** (the "Property"), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit ("CUP") to authorize a short-term rental unit on the Property, which is located within a Medium Density Residential Zoning District (R-2); and

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

WHEREAS, City Council, in compliance with state law and the Zoning Code, and likewise having given the requisite notices and holding a public hearing on October 11, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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

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

Legal Description: consisting of part Block 11, out of the Lowry Addition, and being depicted on the location map and site plan found at **Exhibit A**.

Address: 309 Guadalupe, Kerrville, TX 78028.

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

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

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

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

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

SECTION SIX. This Resolution is effective upon adoption.

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

Judy Eychner, Mayor

APPROVED AS TO FORM:

ATTEST:



Michael C. Hayes, City Attorney

Shelley McElhannon, City Secretary



Location Map

Case # PZ-2022-051

Location:
309 Guadalupe St

Legend

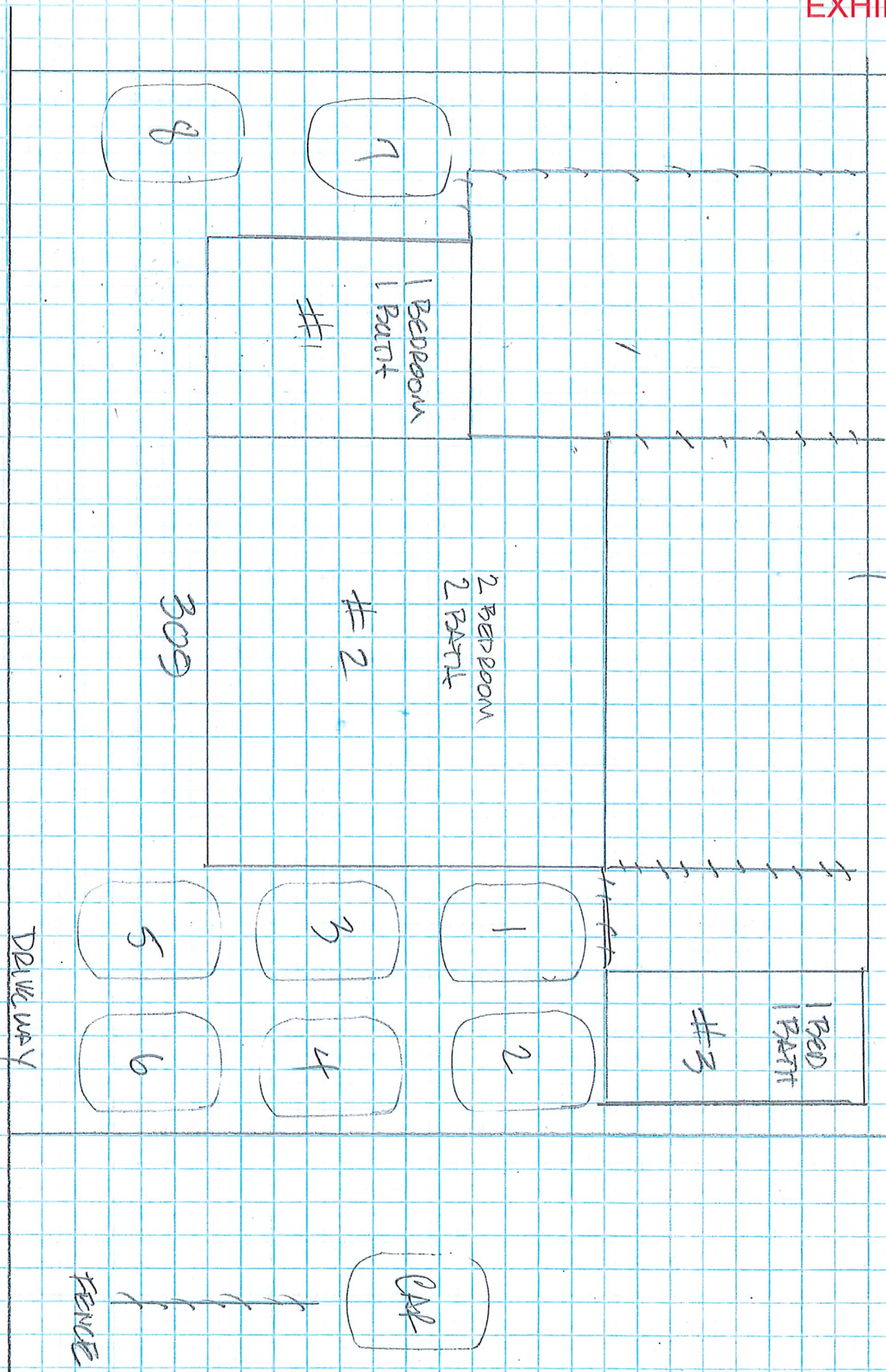
200' Notification Area -----
Subject Properties —————



0 50 100 200
Scale In Feet

EXHIBIT A

Guadalupe Drive + Reuse Trail



NOT TO SCALE



SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number 60-2022

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

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

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

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

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

Name: _____

Contact Number: _____

Thank you!

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



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



SUBJECT: Resolution No. 61-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 6, of Block 1, Riverside Addition; and more commonly known as 337 Guadalupe; said property is located within a Medium Density Residential Zoning District (R-2); and making said permit subject to conditions and restrictions.

AGENDA DATE OF: October 11, 2022 **DATE** Sep 30, 2022
SUBMITTED:

SUBMITTED BY: Drew Paxton

EXHIBITS: [20221011_Reso 61-2022 CUP 337 Guadalupe STR.pdf](#)

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

SUMMARY STATEMENT:

Procedural Requirements: The City, in accordance with state law, mailed 16 letters on 8/18/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 8/11/2022.

Staff Analysis and Recommendation

Adjacent Zoning and Land Uses: Subject Property Current Zoning: R-2; Existing Land Use: Residential

Direction: North - Current Zoning: R-1A, Existing Land Uses: Residential

Direction: South - Current Zoning: R-2, Existing Land Uses: Guadalupe River

Direction: East & West - Current Zoning: R-2, Existing Land Uses: Residential

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

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

Traffic Impact: No traffic impact is anticipated.

Parking: A Short Term Rental requires one off-street parking space per bedroom and one additional off-street parking space for a manager, if the manager does not live onsite. This property has 2 bedrooms and no onsite manager so 3 off-street parking spaces are required. The applicant has identified 6 available off-street parking spaces, meeting the off-street parking requirement.

Case Summary: The applicant is proposing to use an existing home as a Short Term Rental.

The subject property is located within an R-2 zoning district. As such, a Short Term Rental requires a Conditional Use Permit.

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

On September 1st, the Planning and Zoning Commission recommended the case for approval with a unanimous vote.

Proposed CUP Conditions for Short Term Rental

A. Guest Notification: The owner or operator of the Property shall post "Guest Notification" in a conspicuous place within the rental unit on the Property. Guest Notification is shown on the following page.

B. Local Contact: The owner or operator of the Property shall provide the City with contact information for a local representative, within approximately two hours distance.

C. Occupancy Taxes: The owner or operator of the Property shall comply with the City's occupancy tax requirements as found within Ch. 94, Division III, of the City's Code of Ordinances.

D. Sign: The Property may not use more than one non-illuminated, on-site sign, in conjunction with its Short Term Rental unit. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii) freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceeding six square feet in size and three feet in height. Any such sign shall comply with the City's Sign Code.

E. Minimum Off-Street Parking: One space per bedroom, plus parking required for the manager, if living off-site.

F. Maximum Occupancy: The maximum occupancy for any Short Term Rental is ten

(10) guests. Short term rental owner / operator may set occupancy limits at less than ten (10) guests, however, in no case shall occupancy limits exceed ten (10) guests.

G. Other Zoning Regulations: The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as may be amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, the provisions of this Resolution will prevail.

RECOMMENDED ACTION:

Approve Resolution No. 61-2022.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 61-2022**

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE PROPERTY CONSISTING OF LOT 6, OF BLOCK 1, RIVERSIDE ADDITION; AND MORE COMMONLY KNOWN AS 337 GUADALUPE; SAID PROPERTY IS LOCATED WITHIN A MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT (R-2); AND MAKING SAID PERMIT SUBJECT TO CONDITIONS AND RESTRICTIONS

WHEREAS, the owner of the property known as 337 Guadalupe and depicted on the location map and land title survey found at **Exhibit A** (the "Property"), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit ("CUP") to authorize a short-term rental unit on the Property, which is located within a Medium Density Residential Zoning District (R-2); and

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

WHEREAS, City Council, in compliance with state law and the Zoning Code, and likewise having given the requisite notices and holding a public hearing on October 11, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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

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

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

Address: 337 Guadalupe, Kerrville, TX 78028.

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

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

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

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

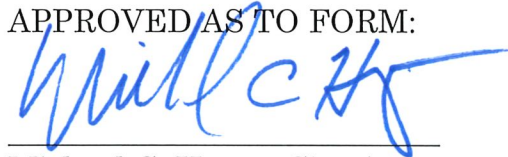
SECTION FIVE. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect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

SECTION SIX. This Resolution is effective upon adoption.

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

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



City of Kerrville, KPUB, USDA, TN&IS

Location Map

Case # PZ-2022-052

Location:
337 Guadalupe St

Legend

200' Notification Area ---
Subject Properties ---



0 50 100 200

Scale In Feet

GUADALUPE RIVER & TRAIL

2 BEDROOM
1 BATH

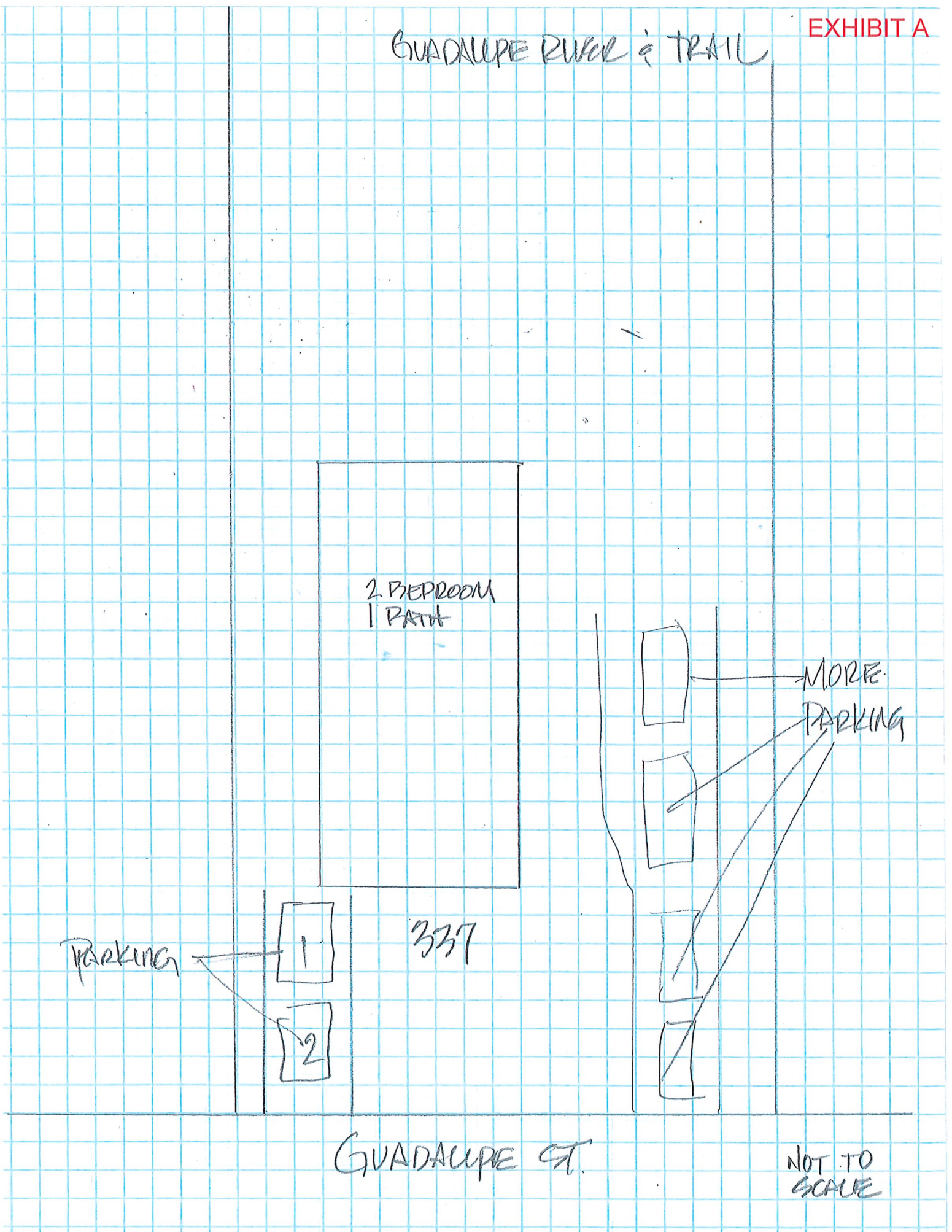
MORE
PARKING

PARKING

337

GUADALUPE ST.

NOT TO
SCALE





SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number 61-2022

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

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

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

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

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

Name: _____

Contact Number: _____

Thank you!

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



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



SUBJECT: Resolution No. 62-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 5, Colonial Manor Section 2 Addition; and more commonly known as 1425 Lois; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to conditions and restrictions.

AGENDA DATE OF: October 11, 2022 **DATE** Sep 30, 2022
SUBMITTED:

SUBMITTED BY: Drew Paxton

EXHIBITS: [20221011_Reso 62-2022 CUP 1425 Lois STR.pdf](#)
[20221011_Letter opposed_Kirklen_1425 Lois.pdf](#)

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

SUMMARY STATEMENT:

Procedural Requirements: The City, in accordance with state law, mailed 17 letters on 8/18/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 8/11/2022.

Staff Analysis and Recommendation

Adjacent Zoning and Land Uses: Subject Property Current Zoning: R-1, Existing Land Use: Residential

Direction: North - Current Zoning: R-2, Existing Land Uses: Residential

Direction: South - Current Zoning: PI, Existing Land Uses: Water tank

Direction: East & West - Current Zoning: R-1, Existing Land Uses: Residential

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

2050 Comprehensive Plan.

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

Traffic Impact: No traffic impact is anticipated.

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

Case Summary: The applicant is proposing to use an existing home as a Short Term Rental.

The subject property is located within an R-1 zoning district. As such, a Short Term Rental requires a Conditional Use Permit.

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

On September 1st, the Planning and Zoning Commission recommended approval with a unanimous vote.

Proposed CUP Conditions for Short Term Rental

A. Guest Notification: The owner or operator of the Property shall post "Guest Notification" in a conspicuous place within the rental unit on the Property. Guest Notification is shown on the following page.

B. Local Contact: The owner or operator of the Property shall provide the City with contact information for a local representative, within approximately two hours distance.

C. Occupancy Taxes: The owner or operator of the Property shall comply with the City's occupancy tax requirements as found within Ch. 94, Division III, of the City's Code of Ordinances.

D. Sign: The Property may not use more than one non-illuminated, on-site sign, in conjunction with its Short Term Rental unit. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii) freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceeding six square feet in size and three feet in height. Any such sign shall comply with the City's Sign Code.

E. Minimum Off-Street Parking: One space per bedroom, plus parking required for the

manager, if living off-site.

F. Maximum Occupancy: The maximum occupancy for any Short Term Rental is ten (10) guests. Short term rental owner / operator may set occupancy limits at less than ten (10) guests, however, in no case shall occupancy limits exceed ten (10) guests.

G. Other Zoning Regulations: The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as may be amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, the provisions of this Resolution will prevail.

RECOMMENDED ACTION:

Approve Resolution No. 62-2022.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 62-2022**

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE PROPERTY CONSISTING OF LOT 5, COLONIAL MANOR SECTION 2 ADDITION; AND MORE COMMONLY KNOWN AS 1425 LOIS; SAID PROPERTY IS LOCATED WITHIN A SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1); AND MAKING SAID PERMIT SUBJECT TO CONDITIONS AND RESTRICTIONS

WHEREAS, the owner of the property known as 1425 Guadalupe and depicted on the location map and site plan found at **Exhibit A** (the "Property"), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit ("CUP") to authorize a short-term rental unit on the Property, which is located within a Single-Family Residential Zoning District (R-1); and

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

WHEREAS, City Council, in compliance with state law and the Zoning Code, and likewise having given the requisite notices and holding a public hearing on October 11, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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

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

Legal Description: consisting of Lot 5, out of the Colonial Manor Section 2 Addition, and being depicted on the location map and site plan found at **Exhibit A**.

Address: 1425 Lois, Kerrville, TX 78028.

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

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

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

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

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

SECTION SIX. This Resolution is effective upon adoption.

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

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Location Map

Case # PZ-2022-042

Location:
1425 Lois St

Legend

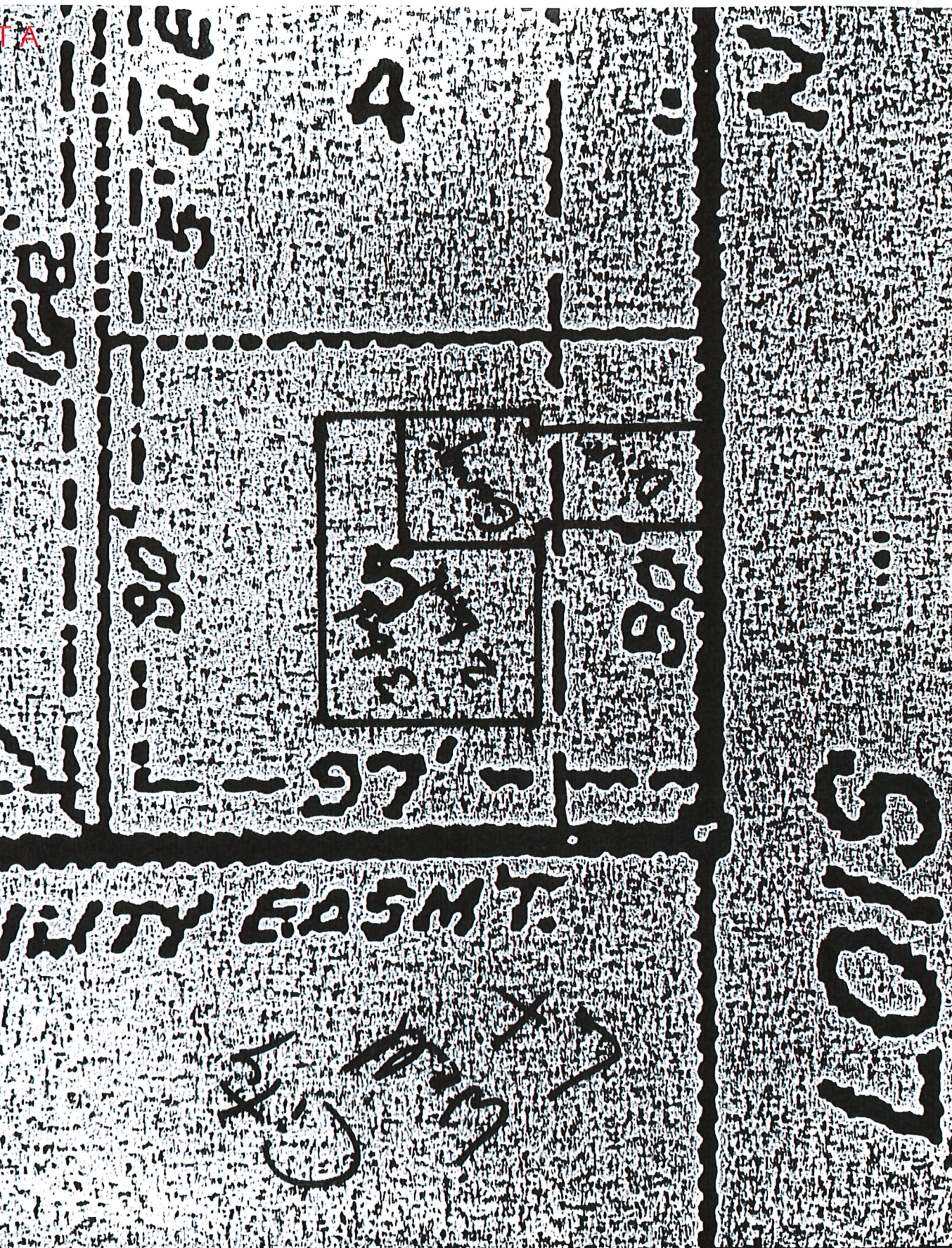
200' Notification Area -----
Subject Properties —————



0 50 100 200

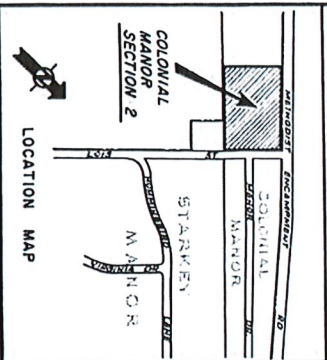
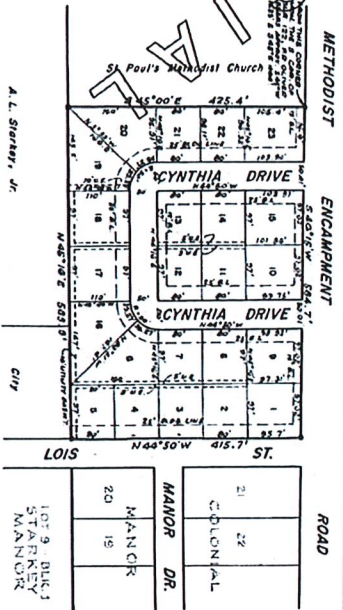
Scale In Feet

EXHIBIT A



COLONIAL MANOR SECTION 2.

BEING A SUBDIVISION OF 5.61 ACRES OUT OF THE
P.R. OLIVER SURVEY NO. 122, A-285, AND ADDITION
TO THE CITY OF KERRVILLE, KERR COUNTY, TEXAS.
K-ANN, Inc. - 215 HARPER RD., KERRVILLE, TEXAS - OWNER
W.W. CARSON, JR. - Registered Professional Engineer
Scale: 1" = 100'
October, 1958



STATE OF TEXAS:
COUNTY OF KERR:
I, Margaret Johnson, President of K-Ann, Inc., hereby certify that the foregoing plat and description herein, except the lines and dedications of the property, are in accordance with the plat of the property, and that the lines and dedications of the property are in accordance with the plat of the property, and that the lines and dedications of the property are in accordance with the plat of the property.

STATE OF TEXAS:
COUNTY OF KERR:
Before me, the undersigned authority, on this day personally appeared Margaret Johnson, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that she executed the foregoing plat for the purposes and consideration therein expressed and in the capacity stated for K-Ann, Inc.
Given under my hand and seal of office this 24th day of June, 1958.

Thos. J. Sedwick
NOTARY PUBLIC IN AND FOR
KERR COUNTY, TEXAS.

STATE OF TEXAS:
COUNTY OF KERR:
I, W.W. Carson, Jr., Registered Professional Engineer, do hereby certify that this is a true and correct copy of the original plat of the property, and that the lines and dedications of the property are in accordance with the plat of the property, and that the lines and dedications of the property are in accordance with the plat of the property.

W.W. Carson, Jr.
REGISTERED PROFESSIONAL ENGINEER
TEXAS NO. 21

I hereby certify that the subdivision plat shown herein has been found to comply with the Subdivision Regulations for the City of Kerrville, Texas, and that the lines and dedications of the property are in accordance with the plat of the property, and that the lines and dedications of the property are in accordance with the plat of the property.

W.W. Carson, Jr.
REGISTERED PROFESSIONAL ENGINEER
TEXAS NO. 21

APPROVED by the Commissioners Court of Kerr County, Texas on the 24th day of June, 1958, by Order No. 12345 and Court. Clerk of the County Court, Texas.
This plat is a true and correct copy of the original plat of the property, and that the lines and dedications of the property are in accordance with the plat of the property, and that the lines and dedications of the property are in accordance with the plat of the property.

W.W. Carson, Jr.
REGISTERED PROFESSIONAL ENGINEER
TEXAS NO. 21



SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number 62-2022

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

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

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

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

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

Name: _____

Contact Number: _____

Thank you!

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

From: [Molly Kirklen](#)
To: [Planning Division](#)
Subject: Public Hearing CASE #PZ-2022-42
Date: Monday, August 29, 2022 3:20:28 PM

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

Owner of Record:

Marylea C. Kirklen (self-directed IRA; custodian is PENSCO Trust)

I am protesting the short-term rental at 1425 Lois St.

The residence is in an old residential quiet neighborhood. My property at 201 Manor Drive has a 2-car carport across the street of 1425. We have had real problems with guests of 1425 Lois parking in the spaces, even after repeated requests not to do so. These spaces are right outside the back door of 201 Manor Dr. It is a safety concern.

Other concerns are possible loud partying, visitors not being vetted for criminal history, and disrespect of the home.

I feel owners who bought into this quiet neighborhood should not have these burdens put upon them.

Thank you.

M. Kirklen



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



SUBJECT: Resolution No. 63-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 27, of Block 33, Schreiner Addition; and more commonly known as 130 Loop 13; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to conditions and restrictions.

AGENDA DATE OF: October 11, 2022 **DATE** Sep 30, 2022
SUBMITTED:

SUBMITTED BY: Drew Paxton

EXHIBITS: [20221011_Reso 63-2022 CUP 130 Loop 13 STR.pdf](#)
[20221011_Letter infavor Perrin Braswell Loop 13.pdf](#)
[20221011_Letter opposed_Golden Mohnke Loop 13.pdf](#)

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

SUMMARY STATEMENT:

Procedural Requirements: The City, in accordance with state law, mailed 18 letters on 8/18/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 8/11/2022.

Staff Analysis and Recommendation

Adjacent Zoning and Land Uses: Subject Property Current Zoning: R-1, Existing Land Use: Residential

Direction: North - Current Zoning: R-1, Existing Land Uses: Residential

Direction: South - Current Zoning: PI, Existing Land Uses: Tranquility Island/Guadalupe River

Direction: East & West - Current Zoning: R-1, Existing Land Uses: Residential

Consistency with the Kerrville 2050 Comprehensive Plan: The subject property and surrounding area are designated as Downtown. Since the underlying zoning is not

changing for the subject property, the request is consistent with the Kerrville 2050 Comprehensive Plan.

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

Traffic Impact: No traffic impact is anticipated.

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

Case Summary: The applicant is proposing to use an existing home as a Short Term Rental.

The subject property is located within an R-1 zoning district. As such, a Short Term Rental requires a Conditional Use Permit.

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

On September 1st, the Planning and Zoning Commission recommended approval with a 4-2 vote.

Proposed CUP Conditions for Short Term Rental

A. Guest Notification: The owner or operator of the Property shall post "Guest Notification" in a conspicuous place within the rental unit on the Property. Guest Notification is shown on the following page.

B. Local Contact: The owner or operator of the Property shall provide the City with contact information for a local representative, within approximately two hours distance.

C. Occupancy Taxes: The owner or operator of the Property shall comply with the City's occupancy tax requirements as found within Ch. 94, Division III, of the City's Code of Ordinances.

D. Sign: The Property may not use more than one non-illuminated, on-site sign, in conjunction with its Short Term Rental unit. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii) freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceeding six square feet in size and three feet in height. Any such sign shall comply with the City's Sign Code.

E. Minimum Off-Street Parking: One space per bedroom, plus parking required for the

manager, if living off-site.

F. Maximum Occupancy: The maximum occupancy for any Short Term Rental is ten (10) guests. Short term rental owner / operator may set occupancy limits at less than ten (10) guests, however, in no case shall occupancy limits exceed ten (10) guests.

G. Other Zoning Regulations: The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as may be amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, the provisions of this Resolution will prevail.

RECOMMENDED ACTION:

Approve Resolution No. 63-2022.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 63-2022**

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE PROPERTY CONSISTING OF LOT 27, OF BLOCK 33, SCHREINER ADDITION; AND MORE COMMONLY KNOWN AS 130 LOOP 13; SAID PROPERTY IS LOCATED WITHIN A SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1); AND MAKING SAID PERMIT SUBJECT TO CONDITIONS AND RESTRICTIONS

WHEREAS, the owner of the property known as 130 Loop 13 and depicted on the location map found at **Exhibit A** (the "Property"), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit ("CUP") to authorize a short-term rental unit on the Property, which is located within a Single-Family Residential Zoning District (R-1); and

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

WHEREAS, City Council, in compliance with state law and the Zoning Code, and likewise having given the requisite notices and holding a public hearing on October 11, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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

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

Legal Description: consisting of Lot 27, of Block 33, out of the Schreiner Addition, and being depicted on the location map found at **Exhibit A**.

Address: 130 Loop 13, Kerrville, TX 78028.

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

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

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

to termination in accordance with the Zoning Code.

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

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

SECTION SIX. This Resolution is effective upon adoption.

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

Judy Eychner, Mayor

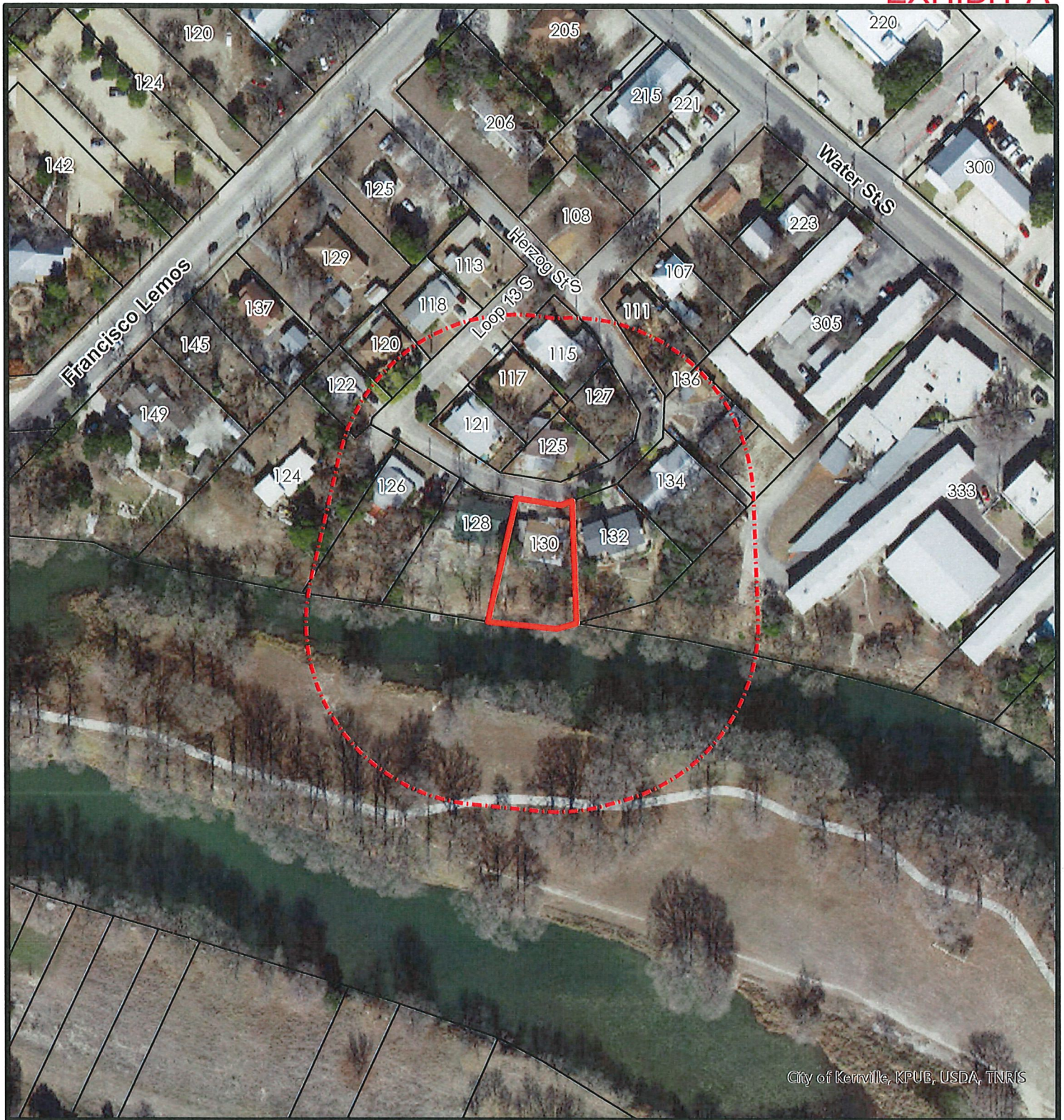
APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Location Map

Case # PZ-2022-045

Location:
130 Loop 13

Legend

200' Notification Area
Subject Properties



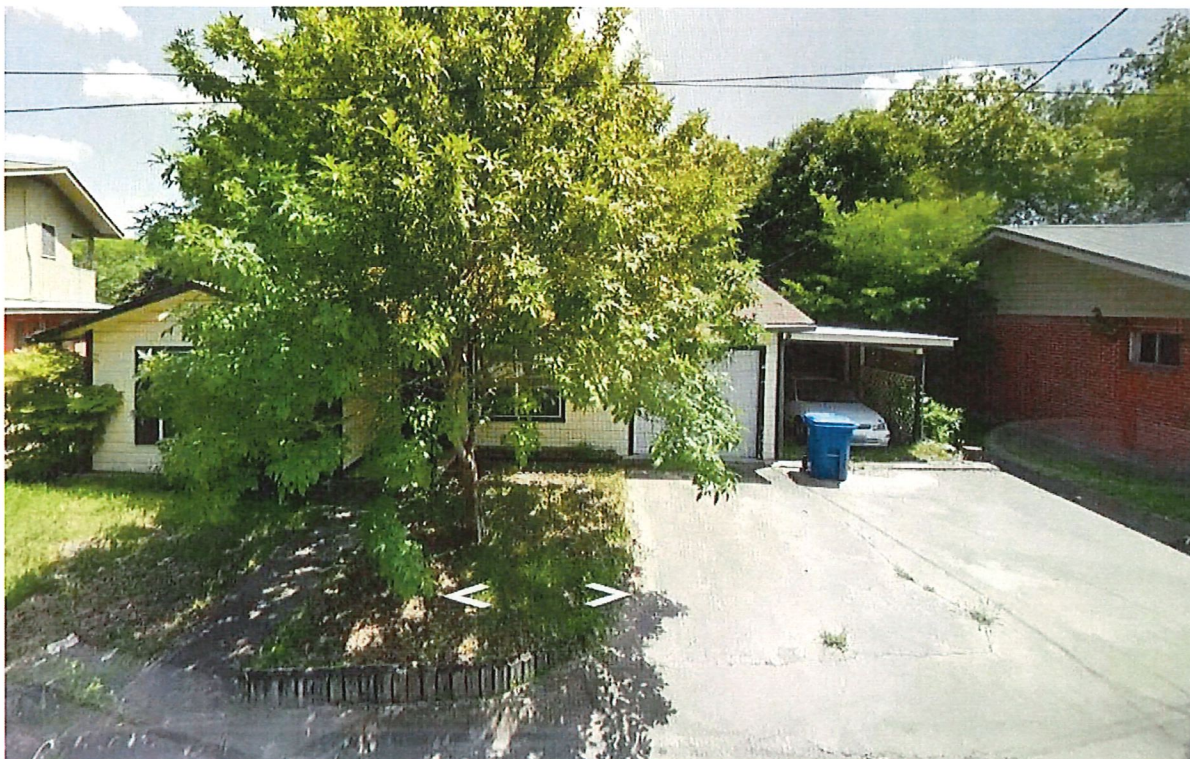
0 50 100 200

Scale In Feet

Case PZ-2022-45

130 Loop 13

Parking: Carport, Garage, Driveway





SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number 63-2022

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

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

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

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

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

Name: _____

Contact Number: _____

Thank you!

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

Drew Paxton, Planning & Zoning and City Council:

We are in favor of the Harrod's turning their property into an STR at 130 Loop 13. We are the direct next door neighbor. This is the perfect place to have a short term rental because it is directly on the Guadalupe River and across from the park which is central to town.

We are also for property rights of those who for one reason or another aren't able to move into homes that they purchase and need to help create some extra income for their family while providing a nice place for visitors to stay while they visit our wonderful city. STR's are providing a much needed place for Kerrville visitors.

Thanks,
Robin Perrin
Sam Braswell

From: [Teresa Golden](#)
To: [Planning Division](#)
Subject: Case Pz-2022-45
Date: Tuesday, August 23, 2022 4:59:27 PM

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

I am Teresa Golden residing at 121 Loop 13 in Kerrville TX. I am in opposition to the proposal for 130 Loop 13. There is already an unpermitted airbandb at 132 Loop 13, and a sober house at 134 Loop 13. Our quiet neighborhood has been disrupted by these businesses and we have a very narrow street with limited parking. Not happy. Thank you for your consideration. Teresa Golden
Sent from my iPhone

9/1/22 4:00 pm

My name is Steve Mohnke

I live @ 128 Loop 13 Kerrville

CASE # PZ-2022-45

I am opposed to having a second
B & B next to me for various
reasons

thanks

Steve Mohnke

128 Loop 13
Kerrville TX
78028

SAN ANTONIO TX 780
RIO GRANDE DISTRICT
24 AUG 2022 PM 2 L



Planning & Zoning Com
701 Main St
Kerrville TX 78028

78028-530101





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



SUBJECT: Resolution No. 64-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 4-A, of Block 1, Fair Oaks Addition; and more commonly known as 1602 Quinlan Creek; said property is located within a Medium Density Residential Zoning District (R-2); and making said permit subject to conditions and restrictions.

AGENDA DATE OF: October 11, 2022 **DATE** Sep 30, 2022
SUBMITTED:

SUBMITTED BY: Drew Paxton

EXHIBITS: [20221011_Reso 64-2022 CUP 1602 Quinlan Creek STR.pdf](#)
[20221011_Letter opposed Myers 1602 Quinlan Creek.pdf](#)

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

SUMMARY STATEMENT:

Procedural Requirements: The City, in accordance with state law, mailed 11 letters on 8/18/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 8/11/2022.

Staff Analysis and Recommendation

Adjacent Zoning and Land Uses: Subject Property Current Zoning: R-1, Existing Land Use: Residential

Direction: North, South, & East - Current Zoning: R-2, Existing Land Uses: Residential

Direction: West - Current Zoning: PI, Existing Land Uses: Golf course

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

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

Traffic Impact: No traffic impact is anticipated.

Parking: A Short Term Rental requires one off-street parking space per bedroom and one additional off-street parking space for a manager, if the manager does not live onsite. This property has 1 bedroom and no onsite manager so 2 off-street parking spaces are required. The applicant has identified 5 available off-street parking spaces, meeting the off-street parking requirement.

Case Summary: The applicant is proposing to use an existing home as a Short Term Rental.

The subject property is located within an R-1 zoning district. As such, a Short Term Rental requires a Conditional Use Permit.

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

On September 1st, the Planning and Zoning Commission recommended approval with a 4-2 vote, including a condition that limits the STR to the guest house only.

Proposed CUP Conditions for Short Term Rental

A. Guest Notification: The owner or operator of the Property shall post "Guest Notification" in a conspicuous place within the rental unit on the Property. Guest Notification is shown on the following page.

B. Local Contact: The owner or operator of the Property shall provide the City with contact information for a local representative, within approximately two hours distance.

C. Occupancy Taxes: The owner or operator of the Property shall comply with the City's occupancy tax requirements as found within Ch. 94, Division III, of the City's Code of Ordinances.

D. Sign: The Property may not use more than one non-illuminated, on-site sign, in conjunction with its Short Term Rental unit. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii) freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceeding six square feet in size and three feet in height. Any such sign shall comply with the City's Sign Code.

E. Minimum Off-Street Parking: One space per bedroom, plus parking required for the manager, if living off-site.

F. Maximum Occupancy: The maximum occupancy for any Short Term Rental is ten

(10) guests. Short term rental owner / operator may set occupancy limits at less than ten (10) guests, however, in no case shall occupancy limits exceed ten (10) guests.

G. Other Zoning Regulations: The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as may be amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, the provisions of this Resolution will prevail.

RECOMMENDED ACTION:

Approve Resolution No. 64-2022.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 64-2022**

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE PROPERTY CONSISTING OF LOT 4-A, OF BLOCK 1, FAIR OAKS ADDITION; AND MORE COMMONLY KNOWN AS 1602 QUINLAN CREEK; SAID PROPERTY IS LOCATED WITHIN A MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT (R-2); AND MAKING SAID PERMIT SUBJECT TO CONDITIONS AND RESTRICTIONS

WHEREAS, the owner of the property known as 1602 Quinlan Creek and depicted on the location map and land title survey found at **Exhibit A** (the "Property"), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit ("CUP") to authorize a short-term rental unit on the Property, which is located within a Medium Density Residential Zoning District (R-2); and

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

WHEREAS, City Council, in compliance with state law and the Zoning Code, and likewise having given the requisite notices and holding a public hearing on October 11, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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

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

Legal Description: consisting of Lot 4-A, of Block 1, out of the Fair Oaks Addition, and being depicted on the location map and site plan found at **Exhibit A**.

Address: 1602 Quinlan Creek, Kerrville, TX 78028.

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

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

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

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

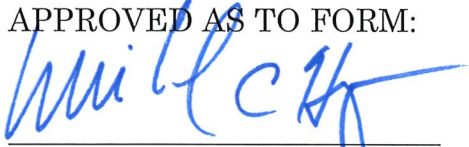
SECTION FIVE. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect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

SECTION SIX. This Resolution is effective upon adoption.

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

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Location Map

Case # PZ-2022-039

Location:
1602 Quinlan Creek Dr

Legend

200' Notification Area - - - - -
Subject Properties —————

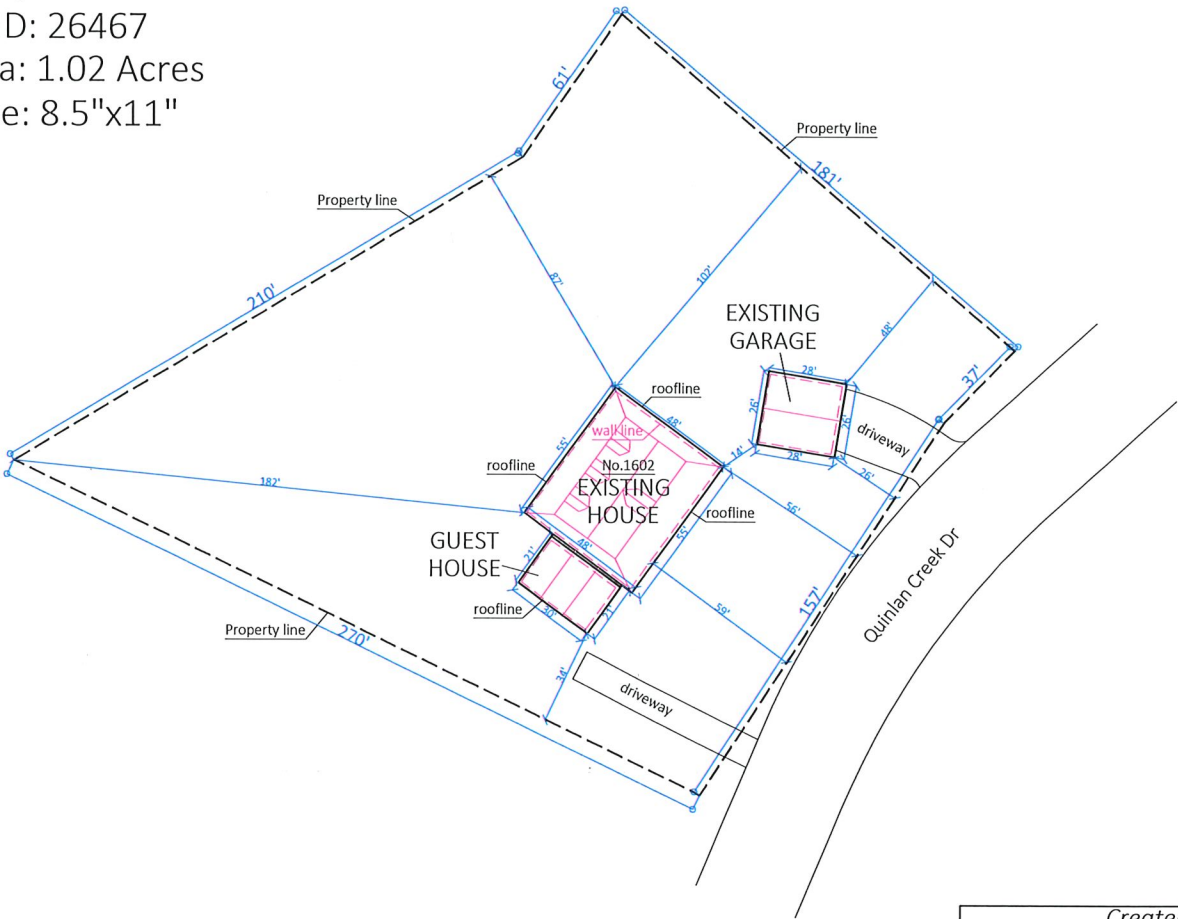


0 50 100 200
Scale In Feet

SITE PLAN

1602 Quinlan Creek Dr
Kerrville, TX 78028
Parcel ID: 26467
Lot area: 1.02 Acres
Plot Size: 8.5"x11"

EXHIBIT A



Created by:

WITH BEST QUALITY IN SHORT TIME



SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number 64-2022

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

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

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

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

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

Name: _____

Contact Number: _____

Thank you!

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

From: [Mary Ann Myers](#)
To: [Planning Division](#)
Subject: Re: Case PZ-2022-39
Date: Wednesday, August 31, 2022 3:19:47 PM

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

Re: Case PZ-2022-39

Mary Ann Myers
1600 Quinlan Creek Drive
Kerrville, Tx. 78028

Dear Mr. Paxton,

I am against the resolution to allow a Conditional Use Permit for a short term rental at 1602 Quinlan Creek Drive.

The Codys are wonderful neighbors and maintain the property beautifully. My fear is that future owners might allow the place to become a loud, crowded party house with little monitoring of guests.

Kindest regards,

Mary Ann Myers



Virus-free www.avast.com



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



SUBJECT: Resolution No. 65-2022. A Resolution granting a Conditional Use Permit to authorize a Short-Term Rental Unit on the property consisting of Lot 10, of Block A, Motley Hills Addition; and more commonly known as 1701 Deer Trail; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to conditions and restrictions. (This is an appeal by applicant to City Council).

AGENDA DATE OF: October 11, 2022

DATE

Sep 30, 2022

SUBMITTED:

SUBMITTED BY: Drew Paxton

EXHIBITS: [20221011_Reso 65-2022 CUP 1701 Deer Trail STR Appeal.pdf](#)

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

SUMMARY STATEMENT:

Procedural Requirements: The City, in accordance with state law, mailed 24 letters on 8/18/2022 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 8/11/2022.

Staff Analysis and Recommendation

Adjacent Zoning and Land Uses: Subject Property Current Zoning: R-1, Existing Land Use: Residential

Direction: North, South, East, & West - Current Zoning: R-1, Existing Land Uses: Residential

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

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

Traffic Impact: No traffic impact is anticipated.

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

Case Summary: The applicant is proposing to use an existing home as a Short Term Rental.

The subject property is located within an R-1 zoning district. As such, a Short Term Rental requires a Conditional Use Permit.

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

During the September 1st Planning and Zoning Commission meeting, the motion to approve failed due to a tie vote, 3-3. The applicant has requested an appeal to the City Council.

Proposed CUP Conditions for Short Term Rental

A. Guest Notification: The owner or operator of the Property shall post "Guest Notification" in a conspicuous place within the rental unit on the Property. Guest Notification is shown on the following page.

B. Local Contact: The owner or operator of the Property shall provide the City with contact information for a local representative, within approximately two hours distance.

C. Occupancy Taxes: The owner or operator of the Property shall comply with the City's occupancy tax requirements as found within Ch. 94, Division III, of the City's Code of Ordinances.

D. Sign: The Property may not use more than one non-illuminated, on-site sign, in conjunction with its Short Term Rental unit. The sign may either be: (i) flush-mounted to one of the residential structures and may not exceed one-square foot in size; or, (ii) freestanding and placed in the front yard but no closer than 20 feet to any property line and not exceeding six square feet in size and three feet in height. Any such sign shall comply with the City's Sign Code.

E. Minimum Off-Street Parking: One space per bedroom, plus parking required for the manager, if living off-site.

F. Maximum Occupancy: The maximum occupancy for any Short Term Rental is ten

(10) guests. Short term rental owner / operator may set occupancy limits at less than ten (10) guests, however, in no case shall occupancy limits exceed ten (10) guests.

G. Other Zoning Regulations: The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as may be amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, the provisions of this Resolution will prevail.

RECOMMENDED ACTION:

Approve Resolution No. 65-2022.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 65-2022**

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO AUTHORIZE A SHORT-TERM RENTAL UNIT ON THE PROPERTY CONSISTING OF LOT 10, OF BLOCK A, MOTLEY HILLS ADDITION; AND MORE COMMONLY KNOWN AS 1701 DEER TRAIL; SAID PROPERTY IS LOCATED WITHIN A SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1); AND MAKING SAID PERMIT SUBJECT TO CONDITIONS AND RESTRICTIONS

WHEREAS, the owner of the property known as 1701 Deer Trail and depicted on the location map found at **Exhibit A** (the "Property"), said exhibit being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit ("CUP") to authorize a short-term rental unit on the Property, which is located within a Single-Family Residential Zoning District (R-1); and

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

WHEREAS, City Council, in compliance with state law and the Zoning Code, and likewise having given the requisite notices and holding a public hearing on October 11, 2022, finds that the health, safety, and general welfare will be best served by the granting of the CUP as recommended by the Commission and referenced herein on the Property;

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

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

Legal Description: consisting of Lot 10, of Block A, out of the Motley Hills Addition, and being depicted on the location map found and site plan at **Exhibit A**.

Address: 1701 Deer Trail, Kerrville, TX 78028.

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

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

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

to termination in accordance with the Zoning Code.

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

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

SECTION SIX. This Resolution is effective upon adoption.

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

Judy Eychner, Mayor

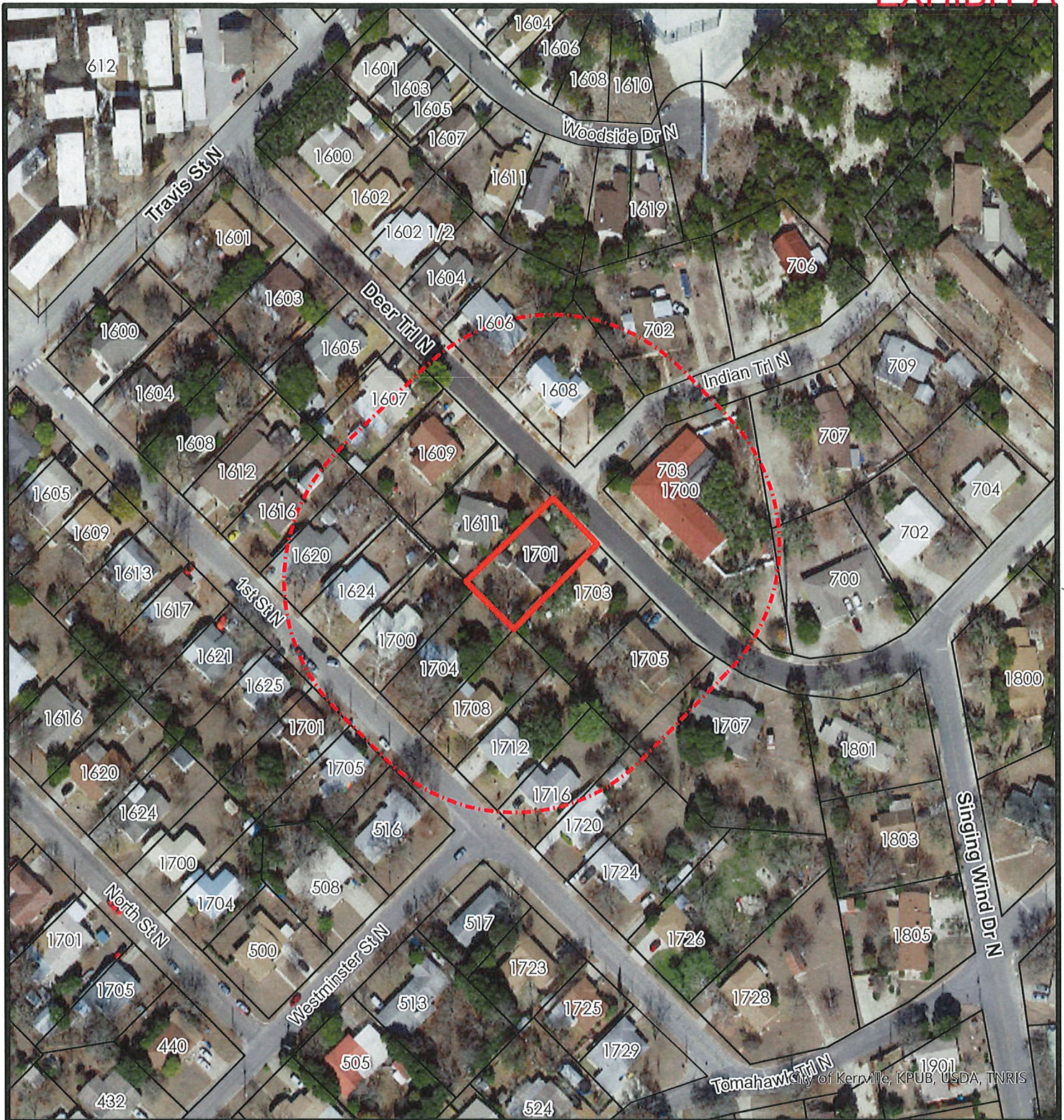
APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Location Map

Case # PZ-2022-041

Location:
1701 Deer Trl

Legend

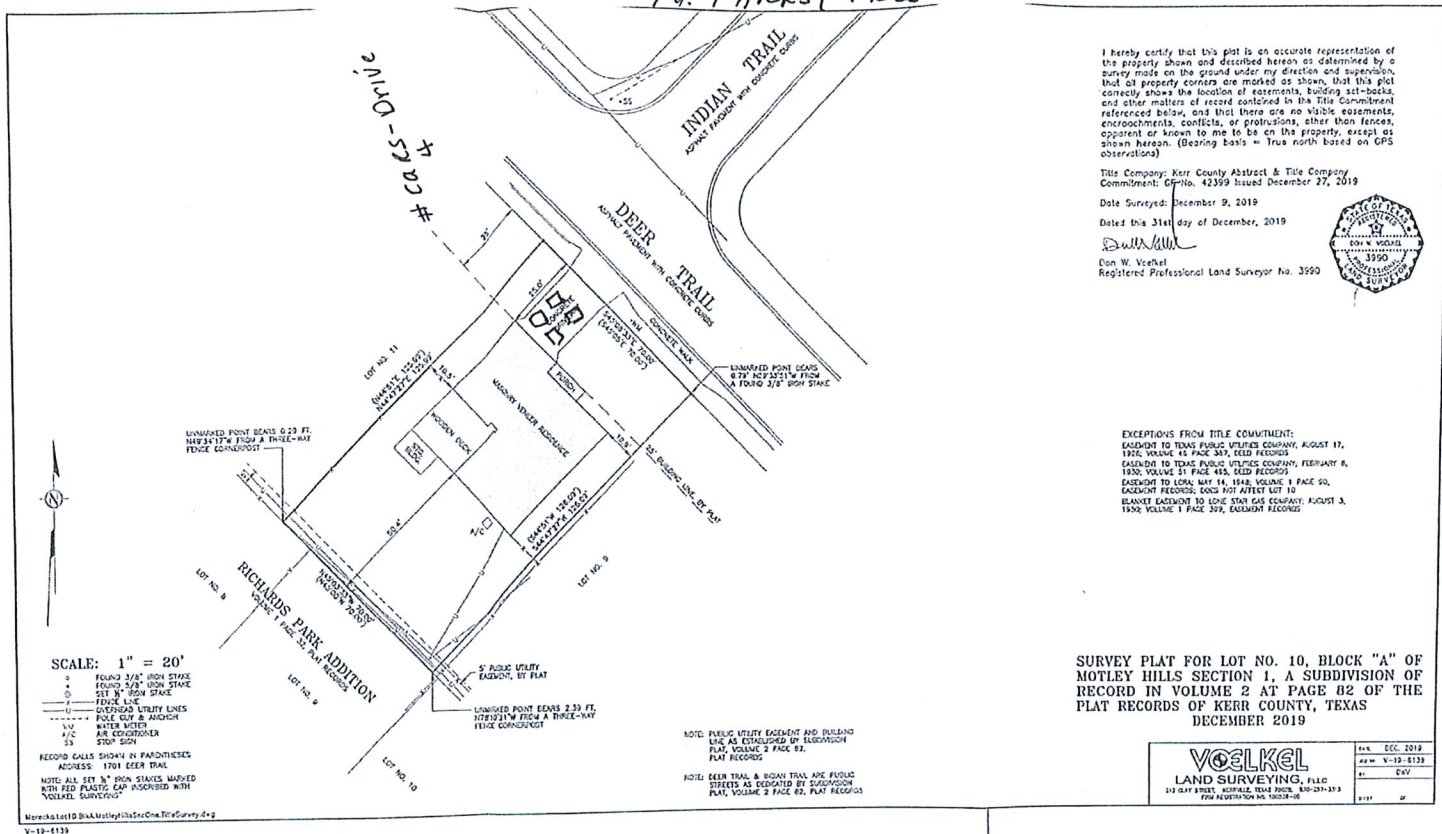
200' Notification Area ----
Subject Properties ———



0 50 100 200
Scale In Feet

1701 Deer Trail, Kerrville, TX
 (T&M Properties, Inc.)
 3B/3B Home
 N. Parks, Pres

EXHIBIT A





SHORT TERM RENTAL CONDITIONAL USE PERMIT GUEST NOTIFICATION

CUP Resolution Number 65-2022

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

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

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

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

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

Name: _____

Contact Number: _____

Thank you!

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



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

SUBJECT: Resolution No. 66-2022. A Resolution authorizing and approving the creation of the Kerrville Public Facility Corporation pursuant to chapter 303 of the Texas Local Government Code to act on behalf of the City of Kerrville, Texas; approving the Certificate of Formation and Bylaws related thereto; and resolving other matters in connection therewith.

AGENDA DATE OF: October 11, 2022 **DATE SUBMITTED:** Oct 03, 2022

SUBMITTED BY: Michael Hornes

EXHIBITS: [20221011_Reso 66-2022 Creating Kerrville Public Facility Corporation.pdf](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
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PAYMENT TO BE MADE TO:

Kerrville 2050 Item?	Yes
Key Priority Area	H - Housing
Guiding Principle	H1. Provide a diverse range of housing options to meet the needs and desires of all age groups, income levels, and lifestyles
Action Item	H1.2 - Research potential funding mechanisms for the development of workforce housing, defined as 80% to 120% of area median household income

SUMMARY STATEMENT:

Attainable housing is one of the guiding principles in Kerrville 2050 and includes a diversity of housing options. Action Item H.1.2 speaks to "research potential funding mechanisms for the development of workforce housing, defined as 80% to 120% of area median household income (AMFI). One of the mechanisms that a City can use to accomplish this goal, is to create a Public Facility Corporation (PFC). A PFC would require that an apartment complex reserve 50% of the total units for individuals earning less than 80% of that AMFI.

The City of Kerrville (the "City") is considering creating the Kerrville Public Facility

Corporation (the “PFC”), a quasi-governmental entity created to assist in financing public facilities, including affordable housing. The Kerrville City Council (the “City Council”) will totally control this corporation. It will not cost anything to create and no City funds will be invested. It is anticipated to be used to form public/private partnerships for affordable housing when applicable.

There are two formation documents needed to begin the process of creating a PFC. A Certificate of Formation and a set of Bylaws.

The Certificate of Formation (the “Certificate”) is the document to be filed with the Texas Secretary of State to formally create the PFC. Among other provisions, it states the purpose of the PFC, outlines the activities that it may and may not undertake, and provides governance mechanics. Importantly, the Certificate also provides for limited liability of the PFC’s directors, and allows the PFC to indemnify directors, officers, and employees for costs they incur in their service to the PFC.

The Certificate provides that the PFC is organized exclusively for the purpose of assisting the City in financing, refinancing or providing public facilities, which includes development of attainable housing. The PFC may also issue bonds with the approval of City Council but no bonds or other obligations or agreements of the PFC will be obligations of the City.

The Certificate also provides for management of the PFC by a board of directors (the “Board”), which is to be composed of the mayor and members of the City Council. Director terms are coterminous with service as mayor or councilmember; any time someone ceases to be mayor or a council member, their director term automatically ceases and any time a new person takes office, they automatically become a director.

Bylaws. The Bylaws of the PFC (the “Bylaws”) contain more specific details than the Certificate regarding procedures for the day-to-day operations of the PFC, conduct of the board of directors, officer appointments, and other corporate duties. The Bylaws provide that directors may hold meetings as the Board may determine, including at least one annual meeting. Notice of each meeting must be given to all directors in advance. A majority of the full board shall constitute a quorum to conduct official business. Meetings are further subject to the Open Meetings Act. The officers of the PFC shall be a president, a vice president and a secretary, and such other officers as the Board may elect. Officers shall serve for two-year terms or until their successor is elected.

The PFC’s funds may be expended for any of the purposes authorized by the Texas Public Facility Corporation Act, including paying the funds to the City.

Because the City is the sponsor of the PFC, the City Council must pass a resolution to approve the creation of the PFC.

RECOMMENDED ACTION:

Approve Resolution No. 66-2022.

RESOLUTION NO. 66-2022

A RESOLUTION AUTHORIZING AND APPROVING THE CREATION OF THE KERRVILLE PUBLIC FACILITY CORPORATION PURSUANT TO CHAPTER 303 OF THE TEXAS LOCAL GOVERNMENT CODE TO ACT ON BEHALF OF THE CITY OF KERRVILLE, TEXAS; APPROVING THE CERTIFICATE OF FORMATION AND BYLAWS RELATED THERETO; AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Kerrville, Texas (the "City") desires to create the Kerrville Public Facility Corporation (the "KPFC") as a public facility corporation pursuant to Chapter 303 of the Texas Local Government Code, as amended (the "Act"); and

WHEREAS, the purpose of the KPFC will be to provide for the financing, refinancing, acquisition, and construction of "public facilities" as such term is defined in Section 303.003 of the Act, including single family and multifamily housing; and

WHEREAS, the City Council of the City ("City Council") has determined that it is in the public interest and to the benefit of the citizens of the State of Texas and the residents of the City to authorize the creation of the KPFC to finance, refinance, or provide for the costs of public facilities to be located in the City, as provided under Section 303.023 of the Act; and

WHEREAS, City Council has considered the Certificate of Formation and the Bylaws proposed to be used in organizing the KPFC and has found and determined that they are in proper form and content and should be approved; and

WHEREAS, City Council has reviewed the foregoing and determined that the creation of the KPFC should be approved and authorized;

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

SECTION ONE. City Council hereby authorizes and approves the creation of KPFC to act on behalf of the City as a public facility corporation under the Act pursuant to the terms of this Resolution (the "Resolution").

SECTION TWO. City Council consents to and approves the terms of the Certificate of Formation, including the names of the individuals who are to serve as the initial board of directors as therein set forth; and Bylaws of KPFC. The Certificate of Formation attached as **Exhibit A** and the Bylaws attached as **Exhibit B**. The City Council herein grants authority for the incorporation of the KPFC.

SECTION THREE. If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City.

SECTION FIVE. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

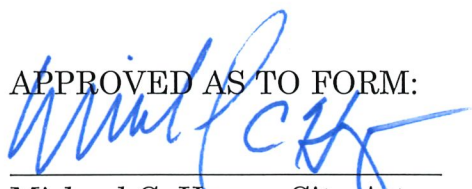
SECTION SIX. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION SEVEN. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION EIGHT. This Resolution shall be in force and effect from and after the date of its adoption, and it is so resolved.

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

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Judy Eychner, Mayor

ATTEST:

Shelley McElhannon, City Secretary

**CERTIFICATE OF FORMATION
OF
KERRVILLE PUBLIC FACILITY CORPORATION**

WE, THE UNDERSIGNED natural persons, not less than three (3) in number, each of whom is at least 18 years of age and a citizen of the State of Texas (the "State"), and each of whom is a member of the City Council of the City of Kerrville, Texas (the "City"), acting as incorporators of a public instrumentality, constituted authority, and public, nonprofit corporation (the "Corporation") pursuant to the Texas "Public Facility Corporation Act", Chapter 303, Texas Local Government Code, as amended (the "Act"), with the approval of the City Council of the City (the "Governing Body"), as evidenced by the resolution (the "Resolution") attached hereto as **Exhibit A** and made a part of this Certificate of Formation for all purposes, do hereby adopt the following Certificate of Formation for the Corporation:

**ARTICLE ONE
NAME**

The name of the Corporation is the "Kerrville Public Facility Corporation".

**ARTICLE TWO
AUTHORIZATION**

The Corporation is a nonprofit public corporation.

**ARTICLE THREE
DURATION**

Subject to the provisions of Article Thirteen hereof, the period of duration of the Corporation is perpetual.

**ARTICLE FOUR
PURPOSE AND LIMITATIONS**

(a) The Corporation is organized exclusively for the purpose of assisting the City in financing, refinancing, or providing public facilities as defined in and as provided in the Act. The Corporation shall have and possess the broadest possible powers to finance the acquisition of City obligations issued or incurred in accordance with existing law, to provide for the acquisition, construction, rehabilitation, renovation, repair, equipping, furnishing, and placement in service of public facilities under the terms of the Act. The Corporation is further authorized to acquire an interest in any partnership or other entity in order to accomplish any of the above purposes. The Corporation is a public corporation, a constituted authority, and a public instrumentality within the meaning of the Act, the United States Treasury Department, the rulings of the Internal Revenue Service prescribed and promulgated pursuant to sections 103 and 141 of the Internal Revenue Code of 1986, as amended,

and the Corporation is authorized to act on behalf of the City as provided in this Certificate of Formation.

The Corporation will not advertise or hold out to the public in any manner that it is a state or national bank, trust company or depository institution, or that it is authorized to conduct banking or trust business.

(b) The Corporation is authorized to issue "bonds", as defined and permitted by the Act; provided, however, that no bonds, notes, interim certificates, or other evidence of indebtedness may be issued by the Corporation unless such obligations are first approved by a resolution of the Governing Body. Notwithstanding the foregoing, the Corporation may enter into any contracts and agreements, and incur such other obligations, as permitted under the Act, without first receiving Governing Body approval.

(c) In the fulfillment of its corporate purpose, the Corporation shall have and may exercise the powers described in paragraph (a) of this Article, together with all of the other powers granted to the corporations that are incorporated under the Act and to the extent not in conflict with the Act. The Corporation shall additionally have and may exercise all of the rights, powers, privileges, authorities, and functions given by the general laws of the State to nonprofit corporations under the Texas Nonprofit Corporation Law, Chapter 22 of the Texas Business Organizations Code, as amended, or any other applicable laws of the State.

(d) The Corporation shall have the purposes and powers permitted by the Act, but the Corporation does not have, and shall not exercise the powers of sovereignty of the City, including the power to tax, eminent domain, and police power. However, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practice and Remedies Code, as amended), the Corporation is a governmental unit, and its actions are governmental functions.

(e) No bonds or other obligations, contracts, or agreements of the Corporation are or shall ever be deemed to be or constitute the contracts, agreements, bonds, other debt instruments, or other obligations or the lending of credit, or a grant of the public money or things of value, of, belonging to, or by the State, the City, or any other political corporation, subdivision or agency of the State, or a pledge of the faith and credit of any of them. Any and all of such contracts, agreements, bonds, other debt instruments, and other obligations, contracts, and agreements shall be payable solely and exclusively from the revenues and funds received by the Corporation from the sources authorized by the Act and from such other sources as may be otherwise lawfully available and belonging to the Corporation from time to time.

(f) The Governing Body, in its sole discretion, may alter the Corporation's structure, name, organization, programs, or activities, consistent with the Act and subject to limitations provided by law relating to the impairment of contracts entered into by the Corporation.

ARTICLE FIVE FINANCING

(a) Before the consummation of the sale and delivery of any bonds, the Corporation shall obtain approval by the Governing Body evidenced by the adoption of a written resolution.

(b) In the exercise of the powers of the Corporation, the Corporation may enter into loan, lease, trust, or other agreements as authorized by the Act that are necessary and appropriate to the fulfillment of the public purpose of the Corporation.

ARTICLE SIX MEMBERS

The Corporation has no members and is a nonstock corporation.

ARTICLE SEVEN AMENDMENTS

This Certificate of Formation may be amended at any time, as provided in the Act, to make any changes and add any provisions which might have been included in the Certificate of Formation in the first instance. The Governing Body may, at its sole discretion, and at any time, amend this Certificate of Formation and alter or change the structure, name, organization, programs or activities of the Corporation, or terminate or dissolve the Corporation (subject to Article Thirteen and the provisions of the Act, and subject to any limitation provided by the constitutions and laws of the impairment of contract entered into by the Corporation) by a resolution adopting the certificate of amendment or certificate of termination at a meeting of the Governing Body, and delivering a certificate of amendment or certificate of termination to the Secretary of State, as provided in the Act. A restated certificate of formation may be filed with the Secretary of State as provided in the Act.

ARTICLE EIGHT ADDRESS

The street address of the initial registered office of the Corporation is 701 Main Street, Kerrville, Texas 78028, and the name of its initial registered agent at that address is Michael Hayes, City Attorney.

ARTICLE NINE
BOARD OF DIRECTORS

(a) The affairs of the Corporation shall be managed by a board of directors which shall be composed of the Mayor and Councilmembers of the City unless as provided in the Bylaws of the Corporation (the "Board of Directors"). Each director's term will be coterminous with their term as Mayor or as a Councilmember of the City. Any director shall cease to be a director at the time he or she ceases to be a member of the Governing Body. Each time a new Mayor or Councilmember of the City takes office, they shall automatically become a member of the Board of Directors. Directors are removable by the Governing Body under the same terms, conditions, and procedures as required for the removal of members of the Governing Body. A majority of the entire membership of the Board of Directors, including any vacancies, is a quorum. The Board of Directors shall conduct all meetings within the boundaries of the City.

(b) The number of initial directors of the Corporation is five (5). The names and street addresses of the persons who are to serve as the initial directors are as follows:

Names	Addresses
Judy Eychner	701 Main Street, Kerrville, Texas 78028
Roman Garcia	701 Main Street, Kerrville, Texas 78028
Kim Clarkson	701 Main Street, Kerrville, Texas 78028
Joe Herring, Jr.	701 Main Street, Kerrville, Texas 78028
Brenda Hughes	701 Main Street, Kerrville, Texas 78028

(c) The directors shall serve without compensation, but they shall be reimbursed for their actual expenses incurred in the performance of their duties as directors.

(d) The Board of Directors shall elect a president, vice president, secretary, and any other officers that the Corporation considers necessary, to serve as executive

officers of the Corporation, as more specifically provided in the Corporation's Bylaws. The City Manager shall serve as an Assistant Secretary to the Corporation.

(e) Any director or officer may resign at any time, and a successor shall be appointed in accordance with the procedures set forth in the Bylaws.

ARTICLE TEN BYLAWS

The initial Bylaws of the Corporation shall be adopted by the Board of Directors and shall, together with this Certificate of Formation, govern the initial affairs of the Corporation until and unless amended in accordance with the provisions of the Act and this Certificate of Formation. The Bylaws and each amendment and repeal of the Bylaws must be approved by the Governing Body by a resolution.

ARTICLE ELEVEN INCORPORATORS

The name and street address of each incorporator are as follows:

Names	Addresses
Judy Eychner, Mayor	701 Main Street, Kerrville, Texas 78028
Kim Clarkson, Councilmember	701 Main Street, Kerrville, Texas 78028
Brenda Hughes, Councilmember	701 Main Street, Kerrville, Texas 78028

ARTICLE TWELVE GOVERNING BODY APPROVAL

(a) The City has specifically authorized the Corporation by a resolution to act on its behalf to further the public purposes stated in this Certificate of Formation, and the City has by the resolution attached hereto as **Exhibit A**, approved this Certificate of Formation. A copy of the resolution is on file among the permanent public records of the City and the Corporation. As set forth in Article Seven hereof, the Governing Body, in its sole discretion, may alter the Corporation's structure, name, organization, programs, or activities, consistent with the provisions of the Act.

(b) The City is the Corporation's "Sponsor", as defined by the Act, and has caused this Corporation to be created. The City's principal office address is 701 Main

Street, Kerrville, Texas 78028, and the Corporation's principal office address is 701 Main Street, Kerrville, Texas 78028.

ARTICLE THIRTEEN DISSOLUTION

- (a) The duration of the Corporation is perpetual.
- (b) The Governing Body, by written resolution, may authorize and direct the dissolution of the Corporation. However, the Corporation shall not be dissolved, and its business shall not be terminated, by act of the Governing Body or otherwise, so long as the Corporation shall be obligated to pay any bonds or any other debt obligation.
- (c) No action shall be taken pursuant to paragraph (a) of this Article or pursuant to paragraph (b) of Article Fourteen of this Certificate of Formation, in any manner or at any time that would impair any contract, lease, right, or other obligation executed, granted, or incurred by the Corporation prior to such action.

ARTICLE FOURTEEN MISCELLANEOUS

- (a) All properties owned by the Corporation shall be held for the use and benefit of the public on a nondiscriminatory basis.
- (b) No dividends shall ever be paid by the Corporation, and no part of its net earnings remaining after payment of its expenses and other obligations shall be distributed to or inure to the benefit of its directors or officers, or any individual, private firm, or private corporation or association, except in reasonable amounts for services rendered and expenses incurred.
- (c) If, after the close of any fiscal year, the Board of Directors shall determine that sufficient provision has been made for the full payment of all current and future expenses and needs of the Corporation, together with all amounts payable on the contracts, agreements, bonds, notes, and other obligations of the Corporation, and that all of the terms, provisions, and covenants therein have been met, then any net earnings derived from sources thereafter accruing in connection with public facilities financed or refinanced pursuant to the Act may be provided to the City.
- (d) If the Corporation ever should be dissolved when it has, or is entitled to, any interest in any funds or property of any kind, real, personal or mixed, such funds or property or rights thereto shall not be transferred to private ownership, but shall be transferred and delivered to the City after satisfaction of debts and claims.

(e) No part of the Corporation's activities shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in any political campaign of or in opposition to any candidate for public office.

ARTICLE FIFTEEN DIRECTOR LIABILITY; INDEMNIFICATION

(a) To the fullest extent permitted by State law, as the same exist or may hereafter be amended; but, in the case of any such amendment, only to the extent that such amendment permits broader limitations than permitted prior to such amendment; a member of the Board of Directors shall not be liable, or shall be liable only to the extent provided in this Certificate of Formation, to the Corporation for monetary damages for an act or omission in the director's capacity as a director. Any repeal or amendment of this Article shall be prospective only and shall not adversely affect any limitation on the personal liability of a member of the Board of Directors existing at the time of such repeal or amendment.

(b) The Corporation may indemnify any director, officer, employee or agent or former director, officer, employee, or agent of the Corporation for expenses and costs, including attorney's fees, actually or necessarily incurred by the person in connection with any claim asserted against the person, by action in court or other forum, by reason of such person having been a director, officer, employee or other agent, except that the Corporation may not provide indemnity in a matter if the director, officer, employee, or agent is guilty of negligence or misconduct in relation to the matter.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation as of _____, 2022.

By: _____

Name: Judy Eychner, Mayor
Incorporator

By: _____

Name: Kim Clarkson, Councilmember
Incorporator

By: _____

Name: Brenda Hughes, Councilmember
Incorporator

EXHIBIT A

Approving Resolution of the City

**BYLAWS OF
KERRVILLE PUBLIC FACILITY CORPORATION**

**ARTICLE I
PURPOSE AND POWERS**

Section 1.1 Purpose. Kerrville Public Facility Corporation (the "Corporation") is incorporated for the purposes set forth in Article Four of its Certificate of Formation, the same to be accomplished on behalf of the City of Kerrville, Texas (the "City"), as its duly constituted authority and instrumentality in accordance with the Public Facility Corporation Act, Chapter 303, Texas Local Government Code, as amended (the "Act"), and other applicable laws.

Section 1.2 Powers. In the fulfillment of its corporate purpose, the Corporation shall be governed by the Act, and shall have all the powers set forth and conferred in its Certificate of Formation, in the Act, and in other applicable law, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

Section 1.3 Nonprofit Corporation. The Corporation shall be a public, nonprofit corporation, and no part of its net earnings remaining after payment of its bonds and expenses shall inure to the benefit of any person other than the City.

**ARTICLE II
BOARD OF DIRECTORS**

Section 2.1 Powers, Number and Term of Office.

(a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board"). Subject to the restrictions imposed by law, the Act, the Certificate of Formation, and these Bylaws, the Board shall exercise all of the powers of the Corporation.

(b) The Board shall consist entirely of the Mayor and the members of the City Council of the City (the "Governing Body") except as provided in Section 5.4 herein. The number of directors may be changed by amendment to these Bylaws, but such number must be at least three (3).

(c) The directors constituting the initial Board shall be those directors named in the Certificate of Formation. Successor directors shall have the qualifications and shall be appointed to the terms set forth in the Certificate of Formation.

(d) Any director may be removed from office by the Governing Body under the same terms, conditions, and procedures as members of the Governing Body.

Section 2.2 Additional Powers. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board may exercise all such powers of the Corporation and do all lawful acts and things as are not by statute, other law, or by these Bylaws prohibited. Without prejudice to such general powers and other powers conferred by statute, other law, and by these Bylaws, it is hereby expressly declared the Board shall have the powers set forth in Chapter 303.041 of the Act, as amended.

Section 2.3 Meetings of Directors.

(a) The directors may hold their meetings at such place or places as the Board may from time to time determine; however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Section 5.1(a) of these Bylaws. The Corporation shall also conduct at least one annual regular meeting of the Corporation on June 1 of each year, or within the next thirty days thereafter. Special meetings of the Board shall be held whenever called by the president, by the secretary, by a majority of the directors, or by a majority of the Governing Body.

(b) Subject to Section 2.4, the secretary shall give notice to each director of each special meeting in person or by mail, telephone or telegraph, at least two hours before the meeting. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting. At any meeting at which every director shall be present, even though without any notice (except as required by Section 2.4), any matter pertaining to the purpose of the Corporation may be considered and acted upon consistent with applicable law.

(c) Subject to Section 2.4, whenever any notice is required to be given to the Board, said notice shall be deemed to be sufficient if given by depositing the same in the United States mail in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except attendance of a director at a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board need be specified in the notice to directors or waiver of notice of such meeting, unless required by the Board. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 2.4 Open Meetings Act/Public Information Act. All meetings of the Board shall be called, convened, held, and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended. The Corporation is subject to the Texas Public Information Act, Chapter 552, Texas Government Code, as amended.

Section 2.5 Quorum. A majority of the full Board shall constitute a quorum to conduct official business of the Corporation. The act of a majority of the Board present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless the act of a greater number is required by law.

Section 2.6 Conduct of Business.

(a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board.

(b) At all meetings of the Board, the president shall preside. In the absence of the president, the vice president shall preside. In the absence of both the president and vice- president, a member of the Board selected by the members present, shall preside.

(c) The secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting. The president, treasurer, secretary, and any assistant secretary may, at the option of the Board, be employees of the City.

Section 2.7 Committees of the Board. The Board may designate two or more directors to constitute an official committee of the Board to exercise such authority, as approved by resolution of the Board. It is provided, however, that all final, official actions of the Corporation may be exercised only by the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation and any such meetings must be conducted in accordance with the provisions of the Texas Open Meetings Act, as amended, Chapter 551, Texas Government Code, if applicable.

Section 2.8 Compensation of Directors. Directors shall not receive any salary or compensation for their services as directors. However, they shall be reimbursed for their actual expenses incurred in the performance of their official duties as directors.

ARTICLE III OFFICERS

Section 3.1 Titles and Terms of Office.

(a) The officers of the Corporation shall be a president, a vice president and a secretary, and such other officers as the Board may from time to time elect. One person may hold more than one office, except that the president shall not hold the office of secretary and the president, vice president, or secretary shall not hold the office of assistant secretary. Officers shall serve for two year terms or until his or her successor is elected or appointed. Notwithstanding the foregoing, all officers of the Corporation, except the Executive Director, Secretary, Assistant Secretary and Treasurer, shall be members of the Board. Upon the expiration of the terms, each officer shall have the right to be reappointed or reelected.

(b) All officers shall be subject to removal from office at any time by a vote of a majority of the Governing Body.

(c) A vacancy in any office shall be filled by a vote of a majority of the Board.

Section 3.2 Powers and Duties of the President. The president shall be the chief operating executive officer of the Corporation, and, subject to the authority of the Board, the president shall be in general charge of the properties and affairs of the Corporation, and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, leases, notes and other instruments in the name of the Corporation. The President shall preside over the meetings of the Corporation.

Section 3.3 Vice President. The vice president shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act, in their respective order. Any action taken by the vice president in the performance of the duties of the president shall be conclusive evidence of the absence or inability to act of the president at the time such action was taken.

Section 3.4 Treasurer. The treasurer shall be the chief fiscal officer of the Corporation, and shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in accordance with these Bylaws. When necessary or proper, the treasurer may endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes, and other obligations in or drawn upon such bank, banks or depositories as shall be designated by the Board consistent with these Bylaws. The treasurer shall see to the entry in the books of the Corporation full and accurate accounts of all money received and paid out on account of the Corporation. The treasurer shall, at the expense of the Corporation, give such bond for the faithful discharge of his or her duties in such form, and amount as the Board may require. All check writing authority will follow all applicable City policies concerning authorizations, signatures and disbursements.

Section 3.5 Secretary. The secretary shall keep the minutes of all meetings of the Board and books provided for that purpose, shall give and serve all notices, may sign with the president in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of secretary subject to the control of the Board.

Section 3.6 Compensation. Officers who are members of the Board shall not receive any salary or compensation for their services, except that they shall be reimbursed for the actual expenses incurred in the performance of their official duties as officers.

ARTICLE IV FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 4.1 Books, Records, Audits.

(a) The Corporation shall keep and properly maintain in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

(b) At the direction of the Governing Body, the books, records, accounts, and financial statements of the Corporation may be maintained for the Corporation by the accountants, staff and personnel of the City.

(c) The Corporation, or the City if the option of subsection (b) is selected, shall cause its books, records, accounts, and financial statements to be studied at least once each fiscal year by an outside, independent auditing and accounting firm selected by the Governing Body and approved by the Board. Such an audit shall be at the expense of the Corporation and shall be delivered to the Governing Body within 150 days of the end of the fiscal year of the Corporation.

(d) All books and records of the Corporation may be inspected by any director or his or her agent or attorney for any purpose at any reasonable time and at all times the Governing Body shall have access to the books, records, and financial statements of the Corporation.

Section 4.2 Deposit and Investment of Corporation Funds.

(a) All proceeds from loans or from the issuance of bonds, notes, or other debt instruments ("Obligations") issued by the Corporation in accordance with the provisions of the Act shall be deposited and invested as provided in the resolution,

order, indenture, or other documents authorizing or relating to their execution or issuance.

(b) Subject to the requirements of contracts, loan agreements, indentures or other agreements securing Obligations, all other money of the Corporation, if any, shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City. The Board shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the corporation upon the signature of its treasurer and such other persons as the Board designates.

Section 4.3 Expenditure of Corporate Money. The proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, revenues generated by and payable to the Corporation pursuant to the Act or any other source of revenues that are payable to the Corporation, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, except expenditures that may be made from a fund created with the proceeds of Obligations, and expenditures of money derived from sources other than the proceeds of Obligations may be used for the purpose of financing or otherwise providing for the acquisition, construction, rehabilitation, renovation, repair, equipping, furnishing and placement in service of public facilities of the City under the terms of the Act.

Section 4.4 Issuance of Obligations. No Obligations, including refunding obligations, shall be authorized or sold and delivered by the Corporation unless the Governing Body approves such Obligations by action taken prior to the date of initial delivery of the Obligations to the initial purchasers thereof.

ARTICLE V MISCELLANEOUS PROVISIONS

Section 5.1 Principal Office.

(a) The principal office and the registered office of the Corporation shall be the registered office of the Corporation located at 701 Main Street, Kerrville, Texas 78028 as specified in the Certificate of Formation.

(b) The Corporation shall have and shall continually designate a registered agent at its office, as required by the Act.

Section 5.2 Fiscal Year. The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 5.3 Seal. No seal of the Corporation shall be required.

Section 5.4 Resignations. Any member of the Governing Body who does not wish to serve on the Board as a director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the president or secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. The Mayor of the City may appoint a successor to fill such vacancy. Any successor appointed by the Mayor shall be approved by a majority vote of the Governing Body.

Section 5.5 Approval or Advice and Consent of the Governing Body. To the extent that these Bylaws refer to any approval by the City or refer to advice and consent by the Governing Body, such advice and consent shall be evidenced by a certified copy of a resolution, order, or motion duly adopted by the Governing Body.

Section 5.6 Services of City Staff and Officers. To the extent possible, the Corporation shall utilize the services and the staff employees of the City.

Section 5.7 Indemnification of Directors, Officers and Employees.

(a) The Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code) a governmental unit and its actions are governmental functions.

(b) As provided in Chapter 303.037 of the Act, the Corporation shall indemnify each and every member of the Board, its officers and its employees and each member of the Board and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorney's fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the sanctions and activities of the Corporation. The legal counsel for the Corporation is authorized to provide a defense for members of the Board, officers, and employees of the Corporation.

ARTICLE VI EFFECTIVE DATE, AMENDMENTS, MISCELLANEOUS

Section 6.1 Effective Date. These Bylaws shall become effective upon the occurrence of the following events:

- (1) the approval of these Bylaws by the Governing Body, which approval may be granted prior to the creation of the Corporation; and
- (2) the adoption of these Bylaws by the Board.

Section 6.2 Amendments to Certificate of Formation and Bylaws. The Certificate of Formation of the Corporation and these Bylaws may be amended only in the manner provided in the Certificate of Formation and the Act.

Section 6.3 Interpretation of Bylaws. These Bylaws shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstances, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

Section 6.4 Dissolution. Upon the dissolution of the Corporation after payment of all obligations of the Corporation in accordance with the Act and the Certificate of Formation, all remaining assets of the Corporation shall be transferred to the City.



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

SUBJECT: Special District Policies as to Public Improvement Districts and Municipal Utility Districts.

AGENDA DATE OF: October 11, 2022 **DATE SUBMITTED:** Aug 12, 2022

SUBMITTED BY: Michael Hornes

EXHIBITS: [20221011 PID Policy Draft v1-1-1.pdf](#)
[20221011_MUD Policy.pdf](#)

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

PAYMENT TO BE MADE TO:

Kerrville 2050 Item?	Yes
Key Priority Area	H - Housing
Guiding Principle	H1. Provide a diverse range of housing options to meet the needs and desires of all age groups, income levels, and lifestyles
Action Item	H1.3 - Explore financial incentives and/or infrastructure funding for developers of residential subdivisions supporting new single family homes under \$200,000

SUMMARY STATEMENT:

The City of Kerrville finds that the purpose of a Special District Policy is to assist in closing the financial gap when a development is seeking to exceed minimum City standards, provide a robust program of amenities, and/or where substantial off-site infrastructure improvements are required that would serve the development and surrounding properties.

The attached document outlines the policy for a Public Improvement District (PID) and a Municipal Utility District (MUD). These are the two most commonly used Special Districts that Kerrville may be presented with by the development community. In addition to these districts, there are many others, but far less common. Staff has reviewed policies statewide and created a Kerrville version of both a PID and a MUD policy.

RECOMMENDED ACTION:

Motion and action to create a Special District Policy.

Public Improvement Districts Policy Draft

I. Overview

Pursuant to Chapter 372 of the Texas Local Government Code, Public Improvement Districts (PIDs), provide the City of Kerrville (the “City”) an economic development tool that permits the financing of qualified public improvement costs that results in special benefit within a definable part of the City. A City, through a PID, can finance capital costs and/or fund supplemental services to meet community needs, which may not otherwise be constructed or provided. The costs of the capital improvements and/or supplemental services are paid entirely by property owners within the PID that receive special benefits from the capital improvements or services. A PID may only be used to pay for qualified public improvements pursuant to Ch. 372, Texas Local Government Code (“Ch. 372”).

An owner of an area desiring a PID may petition the City to form a PID. City Council may establish a PID by adopting a resolution after a public hearing. The public hearing is publicized in the newspaper pursuant to Ch. 372 and written notification of the hearing is mailed to all owners of the property subject to a proposed assessment. Owners within the proposed PID pledge to pay an assessment in order to receive a special benefit, enhanced services, and/or improvements.

II. Purpose and Intent

PIDs should be self-supporting, should not place an undue administrative burden on the City, nor involve extensive management or oversight by the City. This Policy is intended to provide guidance to developers and City staff in the creation of a PID. City Council shall have the authority to establish PIDs that vary from this policy as long as they are in accordance with Ch. 372 and any other applicable laws.

Before creating a PID, City Council will consider the feasibility, practicality, and necessity of its creation and evaluate its ability to effectively provide a significant benefit to the area that both exceeds the basic development standards of the City and could not have been provided without establishing the PID.

III. Community Benefits

- A. **Quality Development**: The development exceeds the standards established in City codes regarding development, infrastructure, and design;
- B. **Kerrville 2050**: The development advances the vision and ideals established in the Kerrville 2050 Comprehensive Plan such as planned catalyst area development, place making, or meeting identified housing needs;
- C. **Public Service and Safety**: The development enhances system-wide service delivery through design, connectivity, infrastructure, and other features;
- D. **Fiscal Responsibility**: The development is financially feasible, does not impair the City's ability to provide public services, and would not impose an undue financial burden on the citizens;
- E. **Finance Plan**: The developer contributes a portion of infrastructure expenses without reimbursement by the PID or the City and as reflected in conditions placed on the issuance of PID bonds; and
- F. **Location**: A proposed PID must be located within the City limits. The City will not consider the creation of a PID where any portion of the property is located in the City's extraterritorial jurisdiction.

IV. PID Services and Improvements

- A. PID assessments may only be used to fund improvements authorized under Ch. 372. Listed below are services and improvements the City may elect to provide or maintain through PID funding.
 - i. Roads
 - ii. Water infrastructure
 - iii. Sewer infrastructure
 - iv. Drainage infrastructure
 - v. Parks
- B. Other improvements allowed by Ch. 372 will be reviewed individually by the City Council.
 - i. Improved landscaping and irrigation;
 - ii. Enhanced entry features;
 - iii. Installation of fountains, lighting, or signs;
 - iv. Installation of art or other decorations;
 - v. Construction or improvement of pedestrian trails and sidewalks;
 - vi. Establishment or improvement of parks and recreation facilities;
 - vii. Enhanced regional infrastructure improvements;
 - viii. Construction of off-street parking facilities.

V. Application Requirements

Applications will be in accordance with Ch. 372

VI. PID Establishment

The City staff will facilitate the creation of a Preliminary Service and Assessment Plan (SAP), in accordance with Ch. 372, based on an engineer's opinion of the probable costs of the public improvements to construct and complete the project. The parameters of the SAP will be based on the City staff's direction and recommendations of the City's consultants regarding the reimbursable cost amounts and policy objectives. Detailed steps are included in Attachment A.

VII. Bond Limitations and Financing Criteria

In agreeing to form a PID for which PID bonds will be issued to reimburse the costs of constructing qualified public improvements, the City will require the following:

- A. The developer must demonstrate with evidence to the City that it has the expertise to complete the new development that the PID will support.
- B. The developer must demonstrate with evidence its financial capability to initially fund improvements prior to reimbursement and to fund improvements not to be reimbursed by the PID. The developer must be willing to share confidential financial information with the City and its advisors.
- C. The benefit of the PID to the impacted properties and property owners as well as the City as a whole must be clearly defined, documented, and included in the PID financing agreement or other applicable PID documentation.
- D. PID Bonds will only be issued to reimburse the developer for costs already incurred.

ATTACHMENT A
Public Improvement District (PID) Process

TASK	Responsible Party
PRELIMINARY INFORMATION FROM DEVELOPER	
<u>1. Development items</u> a. Proposed development plan, including elevations or detailed descriptions of the actual structures b. Land use classes (residential vs nonresidential) c. Quantity of each land use class (units for residential & sq. ft for commercial) d. Proposed development standards, e.g., setbacks, lot sizes, density, height, buffers, etc. e. Proposed average pricing for each applicable measurable unit f. Site and concept plan, including landscape plan, signage plan, amenities, interior circulation/mobility, proposed utility improvements, on and off-site infrastructure	DEV
<u>2. Absorption</u> a. Projected absorption per residential class (per month or per year)	DEV
<u>3. Budget</u> a. Estimated public improvement budget, by phase, if applicable i. Projected improvement cost by category 1. Road 2. Water 3. Sewer 4. Drainage 5. Parks 6. Others b. Estimated non-public (private) improvement budget, by phase, if applicable i. Projected additional infrastructure costs ii. Projected vertical construction costs	DEV
<u>4. Financing plan</u> a. Proposed financing structure, by phase, if applicable i. Loan ii. Grants b. Funding gap (public finance program)	DEV
<u>5. Construction timing</u> a. Projected public improvement start and end dates, by phase, if applicable b. Projected vertical improvement start and end date, by phase, if applicable	DEV

<u>6. Tax parcels</u> a. Information relating to the total tax stack for properties within the PID, including the assessment.	DEV
<u>7. Comparable property</u> a. Information on comparable property (e.g., name and address of development)	DEV
<u>8. Maps</u> a. Map showing location of public improvements (if not on site plan)	DEV
<u>9. Land use approval documents</u> a. Annexation agreement b. Development agreement c. Zoning approval	DEV
City staff will coordinate with PID Administrator to determine PID feasibility	CS/MC
Developer executes PID Creation Application	CS/MC/DEV
Developer pays initial PID Administration costs to the City	CS/DEV
PHASE I PLAN OF FINANCE	
Preparation of PID bond projections and feasibility analysis:	
Prepare and distribute draft PID projections	MC
Prepare and distribute updated PID projections	MC
Revise and distribute final PID projections	MC
Preparation of Preliminary Service and Assessment Plan (SAP):	
Draft assessment methodology	MC
Revise assessment methodology and prepare assessment roll	MC
PHASE II GOVERNMENT APPROVAL	
Public Improvement District (PID)	
Draft Development Agreement	BC
Adopt Development Agreement	CS/City Council
Draft PID creation petition	DC/MC
Resolution adopted by City Council accepting the Petition and calling a public hearing on creation of the PID	BC/City Council
Public Notice of PID Creation hearing in Newspaper	CS
Mail notice of PID creation to property owners in PID	CS
Hold public hearing on PID creation	City Council/DC/CA
Adopt resolution creating PID	City Council
Publish the resolution creating the PID	CS
Draft Preliminary Service and Assessment Plan (SAP) and prepare assessment roll	MC
Resolution accepting preliminary SAP and calling a public hearing to levy assessments	BC/CS/City Council
Publish Notice of Levy and Assessment Hearing in newspaper	City Clerk

Mail Notice of Levy and Assessment Hearing to all property owners in the proposed PID	City
Considers adoption of resolution approving the distribution of the Preliminary Official Statement	CS/City Council/CA/BC
Public hearing on proposed Levy and Assessment	CS/City Council
Discussion of, and adoption of, Construction, Funding and Acquisition Agreements (if any), bond ordinance and Assessment Ordinance levying Assessments	CS/City Council/CA/BC
OFFERING DOCUMENT ELEMENTS	
Prepare first draft of market study	MA
Meeting to discuss market study	MA, DD
Prepare second draft of market study	MA
Conference call to discuss second draft of market study	MA, DD
Prepare final market study	MA
<u>Appraisal</u>	
Select appraiser	DEV/UW
Send letter of instructions to appraiser	UW
Prepare first draft of appraisal	APP
Meeting to discuss appraisal	APP, DD
Prepare second draft of appraisal	APP
Conference call to discuss second draft of appraisal	APP, DD
Prepare final appraisal	APP
<u>Assessed Value and Tax Increment Report</u>	
Start preparation of report on assessed value and tax increment projections	MC
Prepare first draft of report	MC
Meeting to discuss report	MC, DD
Prepare second draft of report	MC
Conference call to discuss second draft of report	MC, DD
Prepare final report on assessed value and tax increment revenues	MC
<u>Preparation of Bond Documents</u>	
Prepare trust indenture	BC
Prepare construction, acquisition, and funding agreement	DC/BC/CA
Meeting to review documents	Team
<u>Marketing and Closing of Bond Issue</u>	
Prepare preliminary offering statement (POS)	UC
Send term sheet to potential investors and prepare short list of target investors	UW
Preparation of final POS and BPA	UC

Print POS	UW
Mail POS to potential investors	UW
Site visit with potential investors	Team/INV
Price bonds	UW
Levy Assessment	City Council
Prepare final offering statement	Team
Bond closing	Team

BC Bond counsel
 CA City attorney
 CS City staff
 DC Developer's counsel
 DEV Developer
 DE Developer Engineer
 DD Due diligence sub-committee includes the
 underwriter, underwriter's counsel and
 others as needed.
 ENG Developer's engineer

 INV..... Investor
 MA Market consultant
 MC MuniCap
 UW Underwriter
 UC Underwriter's counsel

City of Kerrville Municipal Utility District Policy

The City of Kerrville ("City") finds that the purpose of a Municipal Utility District (MUD) is to assist in closing the financial gap when a development is seeking to exceed minimum City standards, provide a robust program of amenities, and/or where substantial off-site infrastructure improvements are required that would serve the MUD and surrounding properties.

The following policies are to be used in guiding the consideration and action on requests for creation and operation of all proposed MUDs, including any amendments. In-City MUDs are not the preferred method of Special District Financing (See Public Improvement District Policy).

Policy 1: Basic Requirements for Creation of MUDs

MUDs are a tool to allow urban level density neighborhoods in locations supported by the 2050 Comprehensive Plan within the City. *Before consenting to the creation of a MUD, City Council should consider whether the creation of the district is feasible, practicable, and necessary for the provision of the proposed services and would be a benefit to the land, and therefore warrants the City's consent, consistent with the other considerations in this policy.*

*a. The City's **basic requirements** for its consent to create a MUD shall be that:*

1. *Quality Development.* The development meets or exceeds the intent of the development, infrastructure, and design standards of City codes;
2. *Extraordinary Benefits.* The development provides extraordinary public benefits that advance the vision and goals of Kerrville 2050, such as the extension, financial contribution, and/or enhancement of master planned infrastructure; diversity of housing, and enhanced parks, trails, open space, and recreational amenities that are available to the public;
3. *Enhance Public Service and Safety.* The development enhances public services and optimizes service delivery through its design, dedication of sites, connectivity, and other features.
4. *City Exclusive Provider.* The development further promotes the City as the exclusive provider of water and waste water services;
5. *Fiscally Responsible.* The development is financially feasible, doesn't impair the City's ability to provide municipal services, and would not impose a financial burden on the citizens of Kerrville in the event of annexation;
6. *Finance Plan.* The developer(s) contributes financially to cover a portion of infrastructure expenses without reimbursement by the MUD or the City and as reflected in conditions placed on the issuance of bonds by the district;
7. *Annexation.* The development will follow annexation regulations consistent with Subdivision Code.

City of Kerrville Municipal Utility District Policy

POLICY 2: Provide examples of “unique factors justifying the MUD’s creation or any amendments” to guide determinations made in the Subdivision Ordinance

Consistent with past Council actions, require the construction of specific regional infrastructure improvements consistent with the City's comprehensive plan and master plans and that are beneficial to the City. Examples include:

- a. The acceleration of master planned public infrastructure improvements, including wastewater interceptors, treatment plants, and major thoroughfare improvements, that not only provide a benefit to the developed property, but also to surrounding properties.
- b. Conservation subdivision design that clusters development in low impact areas and maintains existing topography, scenic views, natural drainage flows, and wildlife habitat.
- c. Regional trail connections located across the development, as well as off-site, to fill in gaps in the City trail system.

POLICY 3: Address provision of public services, and address public safety matters in the Consent Agreement

- a. Require MUD to provide facilities to enhance public services and optimize locations for service delivery.
- b. Require donation of land to City, as applicable, for new fire station or other public safety facilities as determined by the City.
- c. Require roadway design to enhance access and reduce response times to properties located outside of the MUD.
- d. If located outside of the City, then the MUD consent agreement may, at the City's discretion, include an agreement to contract with the City of Kerrville for fire, police, and solid waste services on terms acceptable to the City.

POLICY 4: Address utility service issues, and include those utility service provisions in the Consent Agreement

- a. Require all utility facilities that service the MUD to be consistent with the Water and Waste Water Master Plans.
- b. Require of the MUD that the City be the water and waste water service provider where it is located within the city or its certificate of convenience and necessity area.
- c. Require the cost to relocate any existing utility infrastructure to be borne by the developer and/or MUD, not the City.

d. Limit cost-sharing on MUD off-site improvements to only those circumstances where the necessity for the improvement is so great that limited City funds are appropriate for overall system wide improvements that benefit multiple properties (i.e., regional improvements that the City can afford to participate in).

e. Address water and wastewater rates. Generally, rates for in-City MUD customers should be the same as the rates for other in-City customers, and the rates for ETJ MUDs customers should be the same as for other out of City customers.

f. Require specific water conservation techniques that will be used to minimize demand levels including xeriscaping, low impact development ("LID"), rainwater harvesting, grey water reuse and other strategies in consultation with the City.

g. Require all MUDs and their residents to comply with City water conservation and drought contingency plan-related ordinances.

POLICY 5: Specify the amount of debt intended to be issued, the purpose of the debt, and the debt service schedule, and include those financial provisions in the Consent Agreement

a. Require a maximum bond issuance amount and schedule, including refunding bonds issued by the MUD, unless otherwise agreed to by the City, to comply with the following requirements, provided such requirements do not generally render the bonds unmarketable:

1. Maximum maturity of 25 years for any one series of bonds; and
2. The last bond issuance shall be not later than the date that is ten (10) years after the date of the first bond issuance.

b. Require all City property and land to be exempted from all MUD taxes, assessments, charge, fees and fines of any kind.

c. Establish a maximum tax rate no higher than the City's tax rate for in-city MUDs and no higher than double the City's tax rate for ETJ MUDs.

d. Limit debt issuance to capital infrastructure and related costs; on and off-site water and wastewater infrastructure; stormwater infrastructure; roads, bridges, and related thoroughfare infrastructure; and parks, trails, and recreational facilities that are dedicated for public use.

e. A table summarizing the overlapping tax rate of all existing taxing entities (City, county, school district, MUD, ESD, etc.) and the proposed MUD tax, demonstrating the total anticipated tax rate over the life of the MUD.

POLICY 6: Address future City annexation of the MUD, when located in the ETJ

a. This section shall apply to a MUD created as an ETJ MUD that is annexed into the City limits. At the City's option, a "limited district" may be continued in existence after annexation to maintain amenities or services beyond what the City typically provides for properties similarly situated. In such cases an ETJ MUD shall enter into an agreement stating conditions on which the MUD will be converted to a limited district that will continue to exist following full purpose annexation. Concurrently with the MUD's confirmation election, the MUD shall hold election on the proposition to levy a tax per the Water Code to provide funds to operate the limited district following full purpose annexation by the City; the MUD shall have no right to issue bonds until proposition to levy a tax is approved, by the City.

POLICY 7: Require development in a MUD to exceed minimum land use and development standards, and address the land use provisions in the Consent Agreement or related agreement

a. Require higher development and design standards for residential and nonresidential land uses to promote a superior development. Examples include:

1. Enhanced architectural standards; such as higher percentages of masonry on exterior walls and variations in floor plans; and
2. Improved materials for signage, such as masonry bases.

b. Age restricted developments shall not exceed 10% of the net developable land area and 10% of the total housing units within the MUD.

c. Require a diversity of housing offered within the district that is consistent with the Kerrville 2050.

e. Require public school location(s) to be provided, if desired by the applicable school district. Location(s) of school sites should be in a central, walkable location within a residential neighborhood away from a collector or arterial roadway identified in the City's Thoroughfare Plan.

f. Require a land use plan to be attached to the Consent Agreement, and require major amendments to a MUD land use plan be reviewed by the Planning & Zoning Commission and approved by City Council.

POLICY 8: Require development in a MUD to exceed parkland requirements, not just meet City standards or less than City standards and address parkland provisions in the Consent Agreement

- a. Require a park or series of parks open to the public within the MUD in the size and location approved by the City's Parks and Recreation Board and City Council.
- b. Require installation and maintenance of park facilities improvements.
- c. Require financial contributions to regional park facilities, depending on the location of the MUD.
- d. Require provision of operation and maintenance program.
- e. Require protection and perpetuation of unique features on a particular site that should be maintained as open space whether for environmental, conservation, or scenic views.

POLICY 9: Address thoroughfare issues and include thoroughfare provisions in the Consent Agreement

- a. May require completion of a Traffic Impact Analysis (TIA) and construction and/or funding of both on- and off-site improvements identified in the TIA, including roadways identified in the City's Thoroughfare Plan (TP)
- b. Require dedication of right-of-way, inclusion of bike lanes, sidewalks, and aesthetically pleasing streetscapes consistent with the Comprehensive Plan and City street design standards.



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

SUBJECT: Resolution No. 58-2022. A Resolution canceling the regular meetings of the City Council scheduled for November 22, 2022 and December 27, 2022.

AGENDA DATE OF: October 11, 2022 **DATE SUBMITTED:** Sep 12, 2022

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20221011_Reso 58-2022 Canceling CC meeting 11-22-22 12-27-22.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Section 2-31 of the Code of Ordinances (Ordinance No. 2007-04) for the City of Kerrville provides that City Council meetings are to be held the second and fourth Tuesdays of each month, and that City Council may, by majority vote at a regular meeting, change the days or times of meetings as circumstances may necessitate.

Historically, the second meeting in November and December have often been cancelled due to Thanksgiving and Christmas holidays. A Resolution has been utilized for flexibility purposes.

Note: During the September 13, 2022 meeting, Councilmember Roman Garcia requested this item be placed on a future agenda as an Ordinance. This item has been placed as a Resolution for 2022, as time constraints would warrant the effective date of this Ordinance concerning the November City Council meeting.

* Ten day notice for a Public Hearing and first reading.

* A first reading.

* A second reading.

* Publication of caption.

* Ten days beyond publication as effective date.

If an Ordinance is desired for future years, an Ordinance can be approved at a future meeting of Council's choosing.

RECOMMENDED ACTION:

Approve Resolution No. 58-2022.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 58-2022**

**A RESOLUTION CANCELING THE REGULAR MEETINGS OF
THE CITY COUNCIL SCHEDULED FOR NOVEMBER 22, 2022
AND DECEMBER 27, 2022**

WHEREAS, Section 2-31 of the Code of Ordinances for the City of Kerrville provides that City Council meetings are to be held the second and fourth Tuesdays of each month; and

WHEREAS, Section 2-31 also provides the City Council may, by majority vote at a regular meeting, change the days or times of meetings as circumstances may necessitate;

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

The regular meetings of the City Council scheduled for November 22, 2022 (Tuesday before Thanksgiving Holiday), and December 27, 2022 (Tuesday after Christmas Holiday) are hereby canceled.

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

Judy Eychner, Mayor

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney