

AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING

TUESDAY, DECEMBER 12, 2023, 6:00 P.M.

CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

The Community Vision

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

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



Kerrville2050



CITY COUNCIL MEETING AGENDA

DECEMBER 12, 2023 6:00 PM

CITY HALL, 701 MAIN STREET, KERRVILLE, TEXAS



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

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

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

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

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

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

Thank you for your participation!

CALL TO ORDER: *By Mayor Judy Eychner*

INVOCATION AND PLEDGE OF ALLEGIANCE: *Led by Councilmember Jeff Harris*

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

2. PRESENTATIONS:

- 2.A Kerrville Kindness Award: Kerrville Christmas Lighting Corporation.
- 2.B Proclamation recognizing the "Christmas in Kerrville" 2023 poem author.
- 2.C Proclamation recognizing the Major James Kerr Chapter of the Daughters of the American Revolution day.
- 2.D Commendations for outgoing Board members of the Main Street Advisory Board, and the Senior Services Advisory Committee.
- 2.E Report from the City's Charter Review Committee as to its proposed amendments to the City's existing Charter.

Attachment: [20231212_Report of CRC_120823 DRAFT.pdf](#)

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. 44-2023. A Resolution authorizing approval of a Mutual Aid Agreement for Multi-jurisdictional Tactical Response Team as between the City of Kerrville, Texas, the City of Fredericksburg, Texas, and the City of Boerne, Texas.

[Attachment: 20231212_Reso 44-2023 Multijurisdictional Tactical Response Team.pdf](#)

 4.B Purchase of one (1) Type 1 Ambulance from Sterling McCall Ford through the Buyboard Purchasing Cooperative #650-21, at a price not to exceed \$327,000.

[Attachment: Kerrville Fire Department BuyBoard Quote 3874.pdf](#)

4.C Affiliation Agreement between Alamo Community College District on behalf of San Antonio College to allow Emergency Medical Technician (EMT) students participate in ambulance clinicals.

[Attachment: Affiliation Agreement_Alamo Community Colleges_11032023_Final.pdf](#)

4.D City Council workshop minutes, November 14, 2023.

[Attachment: 20231212_Minutes 11-14-23 CC workshop.pdf](#)

4.E City Council meeting minutes, November 14, 2023.

[Attachment: 20231212_Minutes 11-14-23 CC meeting 6pm.pdf](#)

4.F City Council special-called meeting minutes, November 30, 2023.

[Attachment: 20231212_Minutes special-called meeting 11-30-23 11am.pdf](#)

END OF CONSENT AGENDA.

5. PUBLIC HEARINGS AND RESOLUTIONS:

5.A Resolution No. 39-2023. A Resolution granting a Conditional Use Permit to authorize a Building Contractor, General on property generally located adjacent to and east of the intersection of Woodlawn Ave. and Lois St.; consisting of Lots 1-3, Block 25, Westland Addition; and more commonly known as 518 and 520 Lois St.; said property is located within a Single-Family Residential with Accessory Dwelling Unit Zoning District (R-1A); and making said permit subject to certain conditions and restrictions.

[Attachments: 20231212_Reso 39-2023 CUP 518-520 Lois.pdf](#)

[20231212_Current Zoning 518-520 Lois St.pdf](#)

[20231212_K2050 Future Land Use.pdf](#)

[20231212_Letter opposed Miller 518-520 Lois.pdf](#)

5.B Resolution No. 40-2023. A Resolution granting a Conditional Use Permit to authorize a Dwelling Single-Family detached with Accessory Dwelling Unit on the property consisting of Lot 13, Block 3, Methodist Encampment Addition; more commonly known as 1312 Cedar Dr.; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to certain conditions and restrictions contained herein.

[Attachments: 20231212_Reso 40-2023 CUP 1312 Cedar Dr.pdf](#)

[20231212_Current Zoning Map 1312 Cedar.pdf](#)

[20231212_K2050 Future Land Use Map 1312 Cedar.pdf](#)

[20231212_Signatures and Letters - in favor support.pdf](#)

5.C Resolution No. 42-2023. A Resolution granting a Conditional Use Permit to authorize a Dwelling, Single-Family detached with Accessory Dwelling Unit on the property consisting of Lot 19, Block 4, Highlands Addition; more commonly known as 505 East Lane; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to certain conditions and restrictions contained herein.

[Attachments: 20231212_Reso 42-2023 CUP 505 East Ln.pdf](#)

[20231212_Current Zoning 505 East Ln.pdf](#)

[20231212_K2050 Future Land Use 505 East Ln.pdf](#)

[20231212_Letter opposed Barecky 505 East Ln.pdf](#)

6. ORDINANCES, SECOND READING:

6.A Ordinance No. 2023-31, second reading. An Ordinance amending Ordinance No. 2003-08, which created a Planned Development District on an approximate 798.7 acre tract of land generally located northeast of the intersection of State Highway 16 and Interstate Highway 10; said amendments to update the concept plan and the land use table included within Ordinance No. 2003-08, to combine various residential lot sizes into a single area (parcel), and to alter the layout of the golf course area and commercial areas; establishing a penalty and effective date; and providing other matters relating to the subject.

Attachments: [20231212_Ord 2023-31 Zone change PDD Hwy16 & I10, 2nd reading.pdf](#)
[20231212_Whsiskey Springs Concept Plan_UPDATED.pdf](#)

6.B Ordinance No. 2023-32, second reading. An Ordinance changing the zoning of a property known as 518 and 520 Lois Street, consisting of Lots 1-3, Block 25, of the Westland Addition, and within the City of Kerrville, Kerr County, Texas; from a Single-Family Residential with Accessory Dwelling Unit Zoning District (R-1A) to a Light Commercial Zoning District (C-2); and providing other matters relating to the subject.

Attachments: [20231212_Ord 2023-32 Zone Change 518 & 520 Lois 2nd reading.pdf](#)
[20231114_PZ-2023-10_Current_Zoning.pdf](#)
[20231114_PZ-2023-10_K2050_Future_Land_Use.pdf](#)
[20231114_Letter opposed Miller.pdf](#)

6.C Ordinance No. 2023-33, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas; by changing the zoning for the property known as 226 Harper Rd (FM 783); an approximate 1.71 acre tract out of the Fosgate Survey No. 120, Abstract 138; from a Single Family Residential Zoning District (R-1) to a Residential Transition Zoning District (RT); and providing other matters relating to the subject.

Attachments: [20231212_Ord 2023-33 Zone change 226 Harper Rd 2nd reading.pdf](#)

7. ORDINANCES, FIRST READING:

7.A Ordinance No. 2023-34. An Ordinance amending the City's Fiscal Year 2024 (FY 2024) budget to allocate funds to be used for expenses related to the City's preparation for and response to the Total Solar Eclipse event, which will take place April of 2024.

Attachments: [20231212_Ord 2023-34 FY2024 Budget amendment.pdf](#)

8. CONSIDERATION AND POSSIBLE ACTION:

8.A Resolution No. 43-2023. A Resolution casting votes of the City of Kerrville, Texas, for Kerr Central Appraisal District (KCAD) Board of Directors. (This item is eligible for Executive Session 551.074).
Attachment: [20231212_Reso 43-2023 KCAD Directors.pdf](#)

8.B First Amendment to the Design-Build Contract with Thos. S. Byrne, Inc. dba Byrne Construction Services Corporation in the amount of \$7,026,421.00 for the Public Safety Facility Project.
Attachment: [20231212_Thos Byrne - Design Build PSF first amendment.pdf](#)

8.C Purchase Sale Agreement between the City of Kerrville, Economic Improvement Corporation (EIC) and Megaacrete Real Estate, LLC (Project Mount Saddle), which agreement provides for the EIC to convey property it owns along the 300 block of Peterson Farm Road, consisting of approximately 86.71 acres.

Attachment: [20231212_Modular Capabilities Brochure 2022.pdf](#)

8.D Economic Development Grant Agreement between Lennar Homes of Texas Land and Construction, Ltd., and the City of Kerrville, Texas Economic Improvement Corporation.
Attachment: [20231212_EIC Grant Agreement - Lennar.pdf](#)

8.E Approval of offer letter from the Kerrville-Kerr County Airport Manager to the Carnegie Holding Company, LLC, for the Airport to purchase 54.95 acres adjacent to the Airport, such offer in the amount of \$824,250.00.

Attachments: [0828 2023 Appraisal Report Kerrville Airport Acquisition Wellborn tract.pdf](#)

9. BOARD APPOINTMENTS:

- 9.A Appointment(s) to the Library Advisory Board.
- 9.B Appointment(s) to Planning & Zoning Commission. (This item eligible for Executive Session 551.074)
- 9.C Appointment(s) to the Recovery Community Coalition.

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

- 10.A Appointment(s) to the Planning & Zoning Commission. (551.074)

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

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

ADJOURN.



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

SUBJECT: Kerrville Kindness Award: Kerrville Christmas Lighting Corporation.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** October 10, 2023

SUBMITTED BY: Mayor Judy Eychner

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

The City of Kerrville recognizes and honors individuals or entities for acts of kindness.

RECOMMENDED ACTION:

Present award.



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

SUBJECT: Proclamation recognizing the "Christmas in Kerrville" 2023 poem author.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** October 10, 2023

SUBMITTED BY: Mayor Judy Eychner

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

The City of Kerrville gathered poems from citizens, who captured the meaning of a "Christmas in Kerrville". Citizens then voted on their favorite poem. Citizens recognized this author's creative writing which described all the beauty, warmth, and charm of our wonderful City.

RECOMMENDED ACTION:

Present proclamation.



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

SUBJECT: Proclamation recognizing the Major James Kerr Chapter of the Daughters of the American Revolution day.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** November 21, 2023

SUBMITTED BY: Mayor Judy Eychner

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

RECOMMENDED ACTION:

Present proclamation.



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

SUBJECT: Commendations for outgoing Board members of the Main Street Advisory Board, and the Senior Services Advisory Committee.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** November 14, 2023

SUBMITTED BY: Megan Folkerts, Senior Management Analyst

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:

Main Street Advisory Board: Clint Morris, Lyndia Rector, Sue Schulse, and Melissa Southern.
Senior Services Advisory Committee: Waverly Jones, Theresa Standage, and Sandra Yarbrough.

RECOMMENDED ACTION:

Present commendations.



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

SUBJECT: Report from the City's Charter Review Committee as to its proposed amendments to the City's existing Charter.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** November 22, 2023

SUBMITTED BY: Mike Hayes, City Attorney

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Pursuant to Section 12.06 of the City Charter, the Charter must undergo a review every five years. Pursuant to this section, Council appointed a Charter Review Commission in August of this year. The Commission has met seven times to consider amendments to the Charter. The Commission wishes to give Council a report of its review. The Commission submitted a written report to you, will review that report with you, and is prepared to answer questions. The CRC's report, as submitted, is a **DRAFT** report. The CRC will meet for a final time on Monday, December 11, at 9 am (upstairs conference room of City Hall) to consider this draft. There will most likely be changes made. However, any changes will be discussed with Council during its meeting.

Keep in mind that Council will have time between this meeting and its next one to consider the report, the amendments, and what amendments it may decide to send to the voters at the May 2024 election.

RECOMMENDED ACTION:

Consideration of a report from the 2023 Kerrville Charter Review Commission.

ATTACHMENTS: 20231212_Report of CRC_120823 DRAFT.pdf

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**REPORT OF THE 2023 KERRVILLE
CHARTER REVIEW COMMISSION**

**Greg Richards, Chair
Mike Sigerman, Vice-Chair
Danny Almond
Brenda Craig
Jason Gilbreath
Tim Summerlin
Sandra Yarbrough**

December 12, 2023

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December 11, 2023

Honorable Mayor and City Councilmembers:

We, the members of the 2023 Charter Review Commission (“CRC”), held seven meetings to review the Kerrville City Charter and consider whether amendments are necessary or desirable. Our review was in strict conformance with the *City Council Charge to and Schedule for the Charter Review Commission*, dated August 22, 2023. We sought and allowed public input at each meeting and held a public hearing on December 6, 2023.

Our work is now concluded and we present this report to you. As you will see, the report identifies 26 amendments that we believe should be submitted to City voters for consideration. Each change is addressed separately but perhaps at least some may be consolidated for presentation to City voters.

Our report begins with a summary of recommendations. The summary is followed by the actual text of each of the proposed amendments. Within the text of the amendments, blue underlined indicates language proposed to be added and ~~bracketed red overstrike~~ indicates language proposed for deletion. A brief statement of the CRC’s rationale for proposing the change follows each of the proposed changes. One of our most significant goals was to clarify and simplify as necessary. In most cases, where state law provides authority for a specific subject and/or action, we recommended deleting that section.

We appreciate the opportunity to serve you and the citizens of our community through the Charter review process.

Respectively submitted.

Members of the Kerrville 2023 Charter Review Commission:

Greg Richards, Chair

Mike Sigerman, Vice-Chair

Danny Almond

Brenda Craig

Jason Gilbreath

Tim Summerlin

Sandra Yarbrough

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SUMMARY OF RECOMMENDATIONS

Descriptions

- 1) Amend Section 1.02 to replace “competent” with “appropriate”.
- 2) Delete Section 1.03 that addresses City property.
- 3) Amend Section 1.05 to address legislative changes to the state’s annexation law.
- 4) Amend Section 1.06 that addresses the City’s authority over the disannexation of property.
- 5) Add Section 1.08 to provide for the notice of damages or injuries.
- 6) Amend grammar within Section 2.02, subsection c., for clarity.
- 7) Amend Section 2.03, subsection a., to increase the length of a Councilmember’s term in office from two to three years.
- 8) Amend Section 2.04 to clarify when a vacancy in the office of a Councilmember occurs, to include when a Councilmember must forfeit his or her office.
- 9) Amend Section 2.05 to change compensation amount and method for Councilmembers and Mayor.
- 10) Amend Section 3.04 for clarifying the type of conduct required of Councilmembers.
- 11) Amend Section 4.02 to change required vote for an election of Councilmembers from plurality to majority vote.
- 12) Amend Section 4.03 for clarity.
- 13) Amend Section 5.10, subsections a. and c., to add a definition and a comma for clarity.
- 14) Amend Section 6.01 for clarity.
- 15) Amend Section 6.02 by adding words for clarity.
- 16) Amend Section 6.03 to: i) provide that a super-majority of Council must both approve the appointment and removal of the City Manager; ii) remove the timing restrictions as to any removal; and iii) address gender and grammar for clarity.
- 17) Amend Section 6.05 for clarity.
- 18) Amend Section 7.01, subsection d., to: i) provide that a super-majority of Council must both approve the appointment and removal of the City Attorney; and ii) remove the timing restrictions as to any removal.
- 19) Amend Section 8.01, subsection c., to adjust the timing for the submission of the City Manager’s proposed budget to City Council.
- 20) Amend Section 8.04, subsection c., to fix a typographical error.

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- 21) Amend Section 9.02 for clarity.
- 22) Delete Article X pursuant to the applicability of state law.
- 23) Delete Article XI pursuant to the applicability of state law.
- 24) Delete Section 12.01 pursuant to the applicability of state law.
- 25) Delete Section 12.03 pursuant to the applicability of state law.
- 26) Amend Section 12.05 pursuant to the applicability of state law.
- 27) Amend Section 12.06, subsection a.1., for clarity.

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PROPOSED AMENDMENTS

1) Amend Section 1.02 to replace “competent” with “appropriate”.

Section 1.02. Enumerated Powers not Exclusive.

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

Rationale: This revision is intended to clarify this section regarding the City's home-rule authority. No substantive change.

2) Delete Section 1.03 that addresses City property.

~~Section 1.03. Provisions Relating to Assignment, Execution, and Garnishment.~~

~~The property, real and personal, belonging to the City shall not be liable to be sold or appropriated under any writ of execution or cost bill. The funds belonging to the City, in the hands of any person, firm or corporation, shall not be liable to garnishment; nor shall the City be liable to garnishment on account of any debt it may owe or funds or property it may have on hand or owing to any person. Neither the City nor any of its officers or agents shall be required to answer any such writ of garnishment on any account whatever. The City shall not be obligated to recognize any assignment of wages or funds by its employees, agents, or contractors.]~~

Rationale: State law provides this authority and protections to the City; thus, this section is not necessary.

3) Amend Section 1.05 to address legislative changes to the state's annexation law.

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Section 1.05. Annexation of Territory.

Subject to state law, [The] City Council may by ordinance annex territory lying adjacent to the City[,] with [or without] the consent of the inhabitants in such territory, or owners thereof[, not inconsistent with the Constitution and Statutes of the State of Texas or the United States of America.] City Council may unilaterally annex territory but only in accordance with state law.

Rationale: The Texas Legislature recently amended state law (Ch. 43, Texas Local Government Code) as to a city's authority to annex property. Based upon these changes, most of the authority for the City to unilaterally annex property was removed from this statute. Thus, these changes reflect state law.

4) Amend Section 1.06 that addresses the City's authority over disannexation of property.

Section 1.06. **[Deannexation] Disannexation.**

City Council [Whenever there exists within the corporate limits of the City of Kerrville any territory not suitable or necessary for City purposes, the Council may, upon a petition signed by a majority of the qualified voters residing in such territory, if the same be inhabited, or without any such petition if the same be uninhabited,] by ordinance duly passed by a majority vote of all the Councilmembers, may discontinue [said] any territory as a part of [said] the City; [said] the [petition and] ordinance shall specify accurately the metes and bounds of the territory [sought] to be eliminated from the City and shall contain a plat designating such territory so that the same can be definitely ascertained; and when [said] the ordinance has been duly passed, the same shall be entered upon the minutes and records of [said] the City, and from and after the entry of such ordinance, [said] the territory shall cease to be a part of [said] the City, but [said] the territory shall still be liable for its pro rata share of any debts incurred while [said] the area was a part of [said] the City.

Rationale: These revisions are intended to provide clarity to the City's authority to deannex property.

5) Add Section 1.08 to provide for the notice of damages or injuries.

Section 1.08. Notice of Damage or Injury Required.

a. The City of Kerrville shall never be liable for any personal injury, whether resulting in death or not, unless the person injured or someone

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in his or her behalf, or in the event the injury results in death, the person or persons who may have a cause or action under the law by reason of such death injury, shall file a notice in writing with the City Manager within ninety (90) days after the same has been received, stating specifically in such notice when, where and how the exact injury occurred and the full extent thereof, together with the amount of damages claimed or asserted. These notice requirements do not apply if the City has actual notice that death has occurred, or that the claimant has received some injury. Further, should the claimant provide good cause for failure to comply with the notice requirements herein then said notice requirements shall not apply.

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

Rationale: This section would require persons injured by reason of the City's action or inaction to give the City written notice of a claim within 90 of days of the incident. This section will shorten the state law requirement. The CRC believes it to be in the City's best interests to know as soon as possible about claims that may be made against it.

6) Amend Section 2.02, subsection c., for clarity.

Section 2.02. Qualifications for Councilmembers.

c. Shall be a resident of the City for at least twelve (12) consecutive months preceding the election day; provided, however, that any person who shall have been a resident for a period of not less than twelve (12) consecutive

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months immediately preceding the election of any territory not formerly within the corporate limits of the City, but which is has been annexed under the provision of this charter, shall be eligible for said office;

Rationale: This change in verb tense provides clarity to this section. No substantive change.

7) Amend Section 2.03, subsection a., to increase the length of a Councilmember's term in office from two to three years.

Section 2.03. Term of Office.

- a. The members of the City Council shall hold their offices for a term of two three years and until their successors have been elected and duly qualified in accordance with this Charter. Five Councilmembers will be elected at large, two in one year for Places One and Two , and the following year, three; two will be elected for Places Three~~;~~ and Four the next year; and the Mayor , respectively will be elected the next year.

Rationale: 1) The CRC believes that increasing the term of office for each Councilmember, which includes the Mayor, is beneficial. Based upon input from Councilmembers, particularly persons who have previously served, the consensus was that a two-year term is often too short to get a beneficial, productive understanding of the office. For one, by the time a Councilmember learns how the City functions, the processes involved, a portion of the most significant laws, and the way that a Councilmember can influence policy decisions, the Councilmember is well into his or her 2nd year of office and must start thinking about whether to run for an additional term. A three-year term would allow the Councilmember additional time to gain experience, comfort, and proficiency as to these issues. 2) The proposed amendment to this section would create a staggered, three-year cycle for elections, such that Councilmembers for places 1 and 2 would be elected the 1st year, Councilmembers for places 3 and 4 the 2nd year, and then the Mayor would be elected the 3rd year. 3) After considering several different scenarios, the CRC recommends that if the voters approve the amendment to this subsection, the person elected as Mayor in May 2024 would have his or her term lengthened to the three-year term. This would start the three-year process for increasing all of the terms.

8) Amend Section 2.04 to clarify when a vacancy in the office of a Councilmember occurs, to include when a Councilmember must forfeit his or her office.

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Section 2.04. Vacancies.

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

Rationale: The amendments to this section clarify, in accordance state law, when a Councilmember vacates his or her office. In addition, the amendment essentially adds qualifications to remain in office, and where a Councilmember fails to meet any one of this qualifications, he or she must resign. Finally, the amendment also addresses a consequence that would occur if the three-year term is adopted. Under state law, where a term of office exceeds two-years, voters elect a replacement for the vacant office. An exception exists where the vacancy occurs during the last year of a three-year term, in which case Council would appoint a person to fill the vacancy for the remaining term.

9) Amend Section 2.05 to change compensation amount and method for Councilmembers and Mayor.

Section 2.05. Compensation for Councilmembers.

Councilmembers shall serve without an established salary; however, Councilmembers (not including the Mayor) [they will be] are authorized to receive ~~[the sum of \$25.00]~~ \$250.00 per month; and the Mayor is authorized to receive \$500.00 per month ~~[for each Council meeting in which they attend]~~ to offset the “out-of-pocket” expenses incurred. The expense fees are not to be

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construed as being a salary [~~, but an authorized allowance for each regular meeting~~]. Councilmembers may be reimbursed for other reasonable expenses directly associated with their service to the City, subject to controls established by the Council.

Rationale: Councilmembers currently receive \$25.00 for attendance at each posted meeting where public business is conducted. At least four posted City Council meetings and/or workshops occur during most months. There is currently NO compensation for other mandatory committee assignments that are as much of their duties as the posted meetings. These include monthly or quarterly meetings of City boards and commissions, along with other organizations. In an effort to compensate Councilmembers for the time it takes preparing for and attending meetings, the CRC believes the proposed stipends are fair. Implementing this method of pay would also reduce paperwork and accounting that City staff must prepare in recording and maintaining attendance and payroll records. A \$250 per month stipend for City Council members' places 1-4 is proposed. This is not out of line with the current average of \$100 per month that is normally received. A \$500 per month stipend is proposed for the Mayor. This greater amount is proposed to help cover the additional costs for the many meetings and events that the Mayor is expected to attend as part of his or her duties. The CRC researched other Texas cities and found that the proposed compensation levels fall within parameters of other comparable cities.

10) *Amend Section 3.04 for clarifying the type of conduct required of Councilmembers.*

Section 3.04. Council Rules.

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

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Rationale: Amendments are intended to clarify standard for behavior during Council proceedings and to clarify what is meant by “disorderly conduct”.

11) Amend Section 4.02 to change required vote for an election of Councilmembers from plurality to majority vote.

Section 4.02. Election of Councilmembers by [Plurality] Majority; places.

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

Rationale: Another change that must occur, should the voters approve a three-year term of office, would be that Councilmembers must be elected by majority vote. The primary significance of this is that run-off votes could now occur.

12) Amend Section 4.03 for clarity.

Section 4.03. Application for Candidacy.

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

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obtained from the City Secretary, as they are promulgated by the Texas Secretary of State.

Rationale: The addition of commas is intended to clarify this section. No substantive change.

13) Amend Section 5.10, subsections a. and c., to add a definition and a comma for clarity.

Section 5.10. Result of Recall Election.

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

Rationale: Added definition for “technical defects” for intent and clarity and a comma for clarity.

14) Amend Section 6.01 for clarity.

Section 6.01. City Manager.

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

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Rationale: Delete a comma to provide clarity. No substantive change.

15) Amend Section 6.02 by adding words for clarity.

Section 6.02. Qualifications.

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

Rationale: Revisions made to address gender issues. No substantive changes.

16) Amend Section 6.03 to: i) provide that a super-majority of Council must both approve the appointment and removal of the City Manager; ii) remove the timing restrictions as to any removal; and iii) address gender and grammar for clarity.

Section 6.03. Term and Removal.

The City Manager shall hold his office subject to the provisions set forth below, at the will and pleasure of the City Council. A majority of the members of the City Council may remove the City Manager, except that no City Manager who has been in the service of the City for more than one year prior to a regular City election shall be removed within sixty (60) days subsequent to such election except by a four-fifths vote of the members of the City Council.] The City Manager shall be appointed upon the affirmative vote of four-fifths vote (4/5) of the entire City Council. Similarly, the City Manager may be removed at the discretion of City Council by an affirmative vote of four-fifths vote (4/5) of the entire City Council. If removed at any time after he has having served six months, the City Manager may demand a hearing at a public meeting of the City Council prior to the date on which his or her final removal shall take effect, but pending and during such hearing the City Council may suspend him or her from office. The action of the City Council in suspending or removing the City Manager shall be final, since it is the intention of this Charter to vest all authority and fix all responsibility for any such suspension or removal wholly in the City Council.

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Rationale: The CRC recommends requiring that City Council must approve the employment of a City Manager by a super-majority vote of the entire Council. For purposes of a 5 member body such as Council, this means that 4 of 5 Councilmembers must vote to approve the hiring of a City Manager. The same standard would apply to the dismissal of a City Manager. The CRC contends that this increased standard will help to stabilize the position of City Manager, providing a level of protection to this position, but to certainly leave the at-will status of the City Manager and ultimate discretion for both actions with Council. Other changes made here to address grammar and gender issues.

17) Amend Section 6.05 for clarity.

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

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

Rationale: Revisions made to address gender issues. No substantive changes.

18) Amend Section 7.01, subsection d., to: i) provide that a super-majority of Council must both approve the appointment and removal of the City Attorney; and ii) remove the timing restrictions as to any removal.

- d. City Council may not remove a City Attorney who has been in the service of the City for more than one year prior to a regular City election within sixty (60) days subsequent to such election except by a four fifths vote of the members of City Council. The City Attorney shall be appointed upon the affirmative vote of four-fifths vote (4/5) of the entire City Council. Similarly, the City Attorney may be removed at the discretion of City Council by an affirmative vote of four-fifths vote (4/5) of the entire City Council.

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Rationale: See amendment 17), above. A similar rational exists for this recommendation.

19) Amend Section 8.01, subsection c., to adjust the timing for the submission of the City Manager's proposed budget to City Council.

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

c. *Submission.* On or before the ~~31st day of July~~ 2nd Monday of August of each year, the City Manager shall submit to the City Council and City Secretary a budget for the ensuing fiscal year and an accompanying budget message. The full text of the proposed budget and message shall be made available for public review in the office of the City Secretary, at the City's library, and prominently linked on the City's website.

Rationale: A significant part of the City's budget includes ad valorem tax (property) revenue estimates submitted to the City from the Kerr Central Appraisal District ("KCAD"). KCAD submits such information to the City in accordance with state law, to include the timing. The City's Director of Finance informed the CRC that the timing of KCAD's submission often means that the Finance Department and City Manager have only a few days to finalize and then to send the proposed budget to Council. This often includes working long hours and through the weekend. Pushing back this submission date for at least a week will provide reasonable and ample time for City staff to complete its review of the budget and to submit it to Council. Based upon the City's annual budget process and state law, this will continue to give the City enough time to adopt the budget on or before October 1.

20) Amend Section 8.04, subsection c., to fix a typographical error.

Section 8.04. Budget.

c. Proposed long term financial planning in the form of a five year forecast of revenues and expenditures for the General and Water Funds and at least five years of capital project expenditures and associated financing sources~~[;]~~.

Rationale: Revision will fix typographical error. No substantive change.

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21) Amend Section 9.02 for clarity.

Section 9.02. Municipal Court Judge.

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

Rationale: Revisions made to address gender issues. No substantive changes.

22) Delete Article X pursuant to state law.

~~ARTICLE X. CONDEMNATION AND SPECIAL ASSESSMENTS~~

~~Section 10.01. Power of Condemnation and Special Assessments.~~

~~The City Council shall have the power, not inconsistent with state laws, as amended from time to time, to acquire property by condemnation and to provide payment of all or part of the costs of public improvements by levying and collecting of special assessments upon properties specially benefited.~~

~~Section 10.02. Procedures for Condemnation and Assessing.~~

~~The City Council, through the passing of ordinances as may be required, shall formulate the procedures for condemnation and for assessing and collecting special assessments.]~~

Rationale: State law gives the City authority to take these actions; therefore not necessary to include this Article in the Charter.

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23) Delete Article XI pursuant to state law.

ARTICLE XI. PUBLIC UTILITIES

Section 11.01. Franchises Powers of the City Council.

~~The City Council shall have power by ordinance to grant, amend, renew, and extend all franchises, and to regulate all public utilities of every character within the City of Kerrville, and for such purposes is granted full power. No public utility franchise shall be transferred except upon the approval of the City Council expressed by ordinance; and copies of all transfers and mortgages or other documents affecting the title or use of public utilities shall be filed with the City Manager within ten (10) days after the execution thereof. Such franchise shall not be transferred indirectly through the acquisition of the capital stock of the grantee company by another corporation, except through the approval by City Council and the filing of all documents relating to the purchase of such stock, including the corporation affiliations of the purchasing company.~~

Section 11.02. Term and Plan of Purchase.

~~Any public utility franchise may be terminated by ordinance at specified intervals of not more than five (5) years after the beginning of operation, whenever the City shall determine to acquire by condemnation or otherwise the property of such utility necessarily used in or conveniently useful for the operation thereof within the City limits. The method of determining the price to be paid for the public utility property shall be fixed in the ordinance granting the franchise.~~

Section 11.03. Right of Regulation.

~~All grants, renewals, extensions, or amendments of public utility franchises, whether it be so provided in the ordinance or not, shall be subject to the right of the City:~~

- ~~a. To repeal the same by ordinance at any time for misuse or nonuse, or for failure to begin construction within the time prescribed or otherwise to comply with the terms prescribed.~~
- ~~b. To require proper and adequate extension of plant and service, and the maintenance of the plant and fixtures at the highest practicable standard of efficiency.~~

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- e. ~~To establish reasonable standards of service and quality of service and quality of products and prevent unjust discrimination in service or rates.~~
- d. ~~To prescribe the form of accounts and at any time to examine and audit the accounts and other records of any such utility and to require annual and other reports by each such public utility provided, that if a public service commission or any other authority shall be given the power by law to prescribe the forms of accounts for public utilities throughout the state or throughout any district of which the City is a part, the forms so prescribed shall be controlling so far as they go, but the Council may prescribe other and more detailed forms for the utilities within its jurisdiction.~~
- e. ~~To impose such other regulations as may be conducive to the safety, welfare, and accommodation of the public.~~

Section 11.04. Consent of Property Owners.

~~The consent of abutting and adjacent property owners shall not be required for the construction, extension, maintenance or operation of any public utility, but any property owner shall be entitled to recover from the owner of such public utility the actual amount of damages to such property on account thereof less any benefits received therefrom, provided suit is commenced within two (2) years after the project is completed.~~

Section 11.05. Revocable Permits.

~~Permits revocable at the will of the Council for such minor or temporary public utility privileges as may be specified by general ordinance may be granted and revoked by the Council from time to time in accordance with the terms and conditions to be prescribed thereby; and such permits shall not be deemed to be franchises as the term is used in this Charter. Such general ordinance, however, shall be subject to the same procedure as an ordinance granting a franchise and shall not be passed as an emergency measure.~~

Section 11.06. Extensions.

~~All extensions of public utilities within the City limits shall become a part of the aggregate property of the public utility, shall be operated as such, and shall be subject to all obligations and reserved rights contained in this Charter and in any original grant hereafter made. The right to use and maintain any extension shall terminate with the original grant and shall be terminable as provided in Section 13.03. In case of an extension of a public utility operated~~

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~~under a franchise hereafter granted, such right shall be terminable at the same time and under the same conditions as the original grant.~~

Section 11.07. Other Conditions.

~~Every public utility franchise hereafter granted shall be held subject to all the terms and conditions contained in the various sections of this article, whether or not such terms are specifically mentioned in the franchise. Nothing in this Charter shall operate to limit in any way, except as specifically stated, the discretion of the Council or the electors of the City in imposing terms and conditions in connection with any franchise grant.~~

Section 11.08. Franchise Records.

~~Every public utility and every owner of a public utility franchise shall file with the City, as maybe prescribed by ordinance, certified copies of all franchises owned or claimed, or under which such utility is operated. The City shall compile and maintain a public record of utility franchises and of all public utility fixtures in the streets of the City.~~

Section 11.09. Accounts of Municipally Owned Utilities.

~~Accounts shall be kept for each public utility owned or operated by the City and the City Council shall publish annually notice of the availability of reports and independent audits concerning such accounts, and shall display the entirety of such reports and audits on the City's website, at its library, and in the office of the City Secretary.]~~

Rationale: State law authorizes and/or requires the City to take these actions; in addition, state law is more comprehensive than this Article. Thus, to avoid any conflicts, entire Article should be deleted from Charter.

24) Delete Section 12.01 pursuant to state law.

[Section 12.01. Publicity of Records.

~~All records of the City, except those protected by executive sessions, or state and federal statutes, shall be open to inspection by any person during the regular posted office hours of the City Hall and in accordance with the Texas Public Information Act.]~~

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Rationale: State law, primarily the Texas Public Information Act (Ch. 552, Tx. Gov't Code), requires the City to make its records available for public review. Thus, this section is legally unnecessary to include within the Charter.

25) Delete Section 12.03 pursuant to state law.

[Section 12.03. Official Bonds.]

~~The Director of Finance, and such other officers or employees as the Council may by general ordinance require so to do, shall give bond in such amount and with such surety as may be approved by the Council. The premiums on such bonds may be paid by the City.]~~

Rationale: This is not current practice and there is no known need for Council to participate in making these decisions; therefore, the CRC recommends removing this section.

26) Amend Section 12.05 for clarity and to remove an obsolete term.

Section 12.05. Power of the City to Enforce Ordinances.

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

Rationale: Delete a comma and remove an obsolete term for clarity.

27) Amend Section 12.06, subsection a.1., for clarity.

1. Consider the operation of the City government under the Charter and determine whether any Charter sections require revision. To this end, at least one public hearing shall be held² and the Commission shall have the power to compel the attendance of any officer or employee of the City and to require the submission of any of the City records which it may deem necessary to the conduct of such hearing.

Rationale: Add comma to provide clarity.



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

SUBJECT: Resolution No. 44-2023. A Resolution authorizing approval of a Mutual Aid Agreement for Multi-jurisdictional Tactical Response Team as between the City of Kerrville, Texas, the City of Fredericksburg, Texas, and the City of Boerne, Texas.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** November 20, 2023
2023

SUBMITTED BY: Chris McCall, Police Chief

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

A mutual aid agreement to provide support for a multi-jurisdictional tactical response team between the Kerrville Police Department, the Boerne Police Department, and the Fredericksburg Police Department. This agreement would be the founding document to create a multi-jurisdictional tactical response team that would improve the safety of each city by creating the ability to appropriately staff and deploy a fully functional tactical response team made up of the necessary elements to address high liability tactical situations within each of the participating communities.

RECOMMENDED ACTION:

Approve Resolution No 44-2023.

ATTACHMENTS:

[20231212_Reso 44-2023 Multijurisdictional Tactical Response Team.pdf](#)

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 44-2023

A RESOLUTION AUTHORIZING APPROVAL OF A MUTUAL AID AGREEMENT FOR MULTI-JURISDICTIONAL TACTICAL RESPONSE TEAM AS BETWEEN THE CITY OF KERRVILLE, TEXAS, THE CITY OF FREDERICKSBURG, TEXAS, AND THE CITY OF BOERNE, TEXAS

WHEREAS, in an effort to increase the efficiency and effectiveness of local governments, the Texas Legislature enacted Chapter 791 of the Texas Government Code (also known as the "Interlocal Cooperation Act"), which authorizes local governments to contract with one another to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, in an effort to respond to unique law enforcement situations, the City of Kerrville, Tx., City of Fredericksburg, Tx., and City of Boerne, Tx. have agreed to form a multi-jurisdictional tactical response team, pursuant to the terms of a mutual aid agreement; and

WHEREAS, City Council finds it to be in the public interest to enter into a Mutual Aid Agreement for Multi-Jurisdictional Tactical Response Team with the City of Fredericksburg and the City of Boerne for joint participation in a tactical response team;

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

The Mayor is authorized to execute, on behalf of the City of Kerrville, the ***Mutual Aid Agreement for Multi-Jurisdictional Tactical Response Team*** with the City of Fredericksburg, Tx. and the City of Boerne, Tx., such agreement attached as **Exhibit A**.

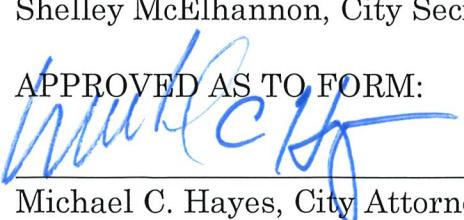
**PASSED AND APPROVED ON this the _____ day of _____ A.D.;
2023.**

Judy Eychner, Mayor

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

MUTUAL AID AGREEMENT FOR MULTI-JURISDICTIONAL TACTICAL RESPONSE TEAM

WHEREAS, the joint exercise and deployment of law enforcement powers and authority is specifically authorized by TEXAS GOVERNMENT CODE §791.001, et seq., commonly titled the Interlocal Cooperation Act; and

WHEREAS, the temporary exchange of law enforcement officers by and between different agencies for the purpose of mutual assistance is to be encouraged as it promotes more effective response to particular situations, efficiency, the exchange of ideas, cooperation among law enforcement agencies, effective utilization of specialized skills and is desirable to achieve the purposes set forth below; and

WHEREAS, Texas state law empowers law enforcement officers to exercise their power outside of their normal jurisdictions when a request for assistance is forthcoming from another law enforcement agency; and

WHEREAS, the governing bodies of the undersigned municipalities hereinafter denominated as "Party" or "Parties," have determined that it is in the public interest and of mutual advantage to enter into an agreement for the provision of specific inter-agency law enforcement services;

NOW THEREFORE, pursuant to the above considerations, and the covenants and mutual benefits herein expressed, the Parties hereby agree as follows:

I. PURPOSE

It is the intent of the Parties to secure through the mechanisms hereby created, a multi- jurisdictional Tactical Response Team that will lead to:

1. More efficient utilization of law enforcement services and resources;
2. An enhanced degree of cooperation between law enforcement agencies within the participating communities;
3. More timely and effective response to calls for specialized law enforcement assistance; and
4. Adequate manpower levels of highly trained law enforcement officers to resolve crisis and high-risk situations.

II. PARTIES

This Agreement is executed by and between the City of Kerrville, the City of Fredericksburg, and the City of Boerne; however, it is anticipated and acknowledged that other agencies may participate in the Agreement through the execution of similar agreements.

III. TERM

This Agreement will take effect between and among the Parties upon the date of execution by their respective governing bodies and shall automatically renew on a yearly basis. However, any Party may terminate its participation in this Agreement upon thirty days written notice to all other Parties. Notice

shall be given at the following addresses:

City Manager
City of Kerrville
701 Main Street
Kerrville, TX 78028

City Manager
City of Fredericksburg
126 W. Main Street
Fredericksburg, TX 78624-3708

City Manager
City of Boerne
447 N Main Street
Boerne, TX 78006

IV. DEFINITIONS

1. "Tactical Response Team" as used herein shall mean any or all of the following special tasks or duties that are assigned to a peace officer or group of peace officers in addition to routine police duties:
 - a. Combating specific crime problems that are likely to be resolved by the commitment of additional forces;
 - b. Additional support for patrol elements and routine patrol activities when the need arises;
 - c. Primary or supplemental manpower for riot situations and crowd control;
 - d. Provision of special weapons and tactics support to handle barricaded persons, snipers, hostage situations and similar emergency situations;
 - e. Provision of security for individuals such as visiting dignitaries.
2. "Tactical Response Team" as used herein shall mean a designated peace officer or group of peace officers within the Parties' police department who are trained in and equipped to perform Tactical Team Operations as that term is defined herein.

V. CONDITIONS

1. This Agreement shall be performed by those Law Enforcement Officers of each Party who are specifically trained and capable of carrying out the special operations of this Team.
2. The Police Agency requesting response within their jurisdiction will maintain command over all Incident Command responsibilities, while the Tactical Response Team Commander will be in charge with the tactical command of the incident upon arrival.
3. A single qualified Tactical Response Team Commander will be selected through a process determined by the Chief of Police of each Party. The Commander will be charged with overseeing all member agencies' personnel while training, deployed, or otherwise acting in the capacity of the Multijurisdictional Tactical Response Team.
4. Pursuant to the terms of the Agreement, the Tactical Response Team made up of Law Enforcement personnel from the Parties, may, upon request, operate in any other jurisdictional area within the State of Texas in conjunction with any other Law Enforcement Agency requesting assistance, in addition to the geographic areas covered by the signatories hereto.
5. The Chiefs of Police of each Party shall develop and adopt policies concerning implementation, command administration and financing of this Tactical Response Team, subject to such approval of the governing bodies of each Party as may be necessary.

VI. RIGHTS AND DUTIES

This Agreement is strictly voluntary in nature and places no Party operating under it under any obligation to request or to respond to a request for special operations services that it does not desire to have or that it

is unable or unwilling to honor. However, each Party should make every reasonable accommodation possible to fulfill the intent and terms of this Agreement.

PASSED AND APPROVED this _____ day of _____, 2023

City of Kerrville

City of Fredericksburg

City of Boerne

City Mayor

City Mayor

City Mayor

City Manager

City Manager

City Manager

City Attorney

City Attorney

City Attorney

City Secretary

City Secretary

City Secretary



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

SUBJECT:

Purchase of one (1) Type 1 Ambulance from Sterling McCall Ford through the Buyboard Purchasing Cooperative #650-21, at a price not to exceed \$327,000.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** November 21, 2023

SUBMITTED BY: Eric Maloney, Fire Chief

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$327,000	N/A	\$327,000	18-1821-5200

PAYMENT TO BE MADE TO: Sterling McCall Ford

Kerrville 2050 Item? Yes

Key Priority Area F - Public Facilities and Services

Guiding Principle N/A

Action Item F2.1 - Devote the necessary resources (funding, equipment) to ensure quality fire, police and EMS services

SUMMARY STATEMENT:

City Staff is requesting authorization from the City Council to execute Buyboard Quote 3874 for the purchase of (1) Type I, 14' Frazer module on a Ford F-450 Diesel 4x2 Regular Cab. Buyboard contract #650-21 was awarded to Frazer, Ltd through their licensed dealer, Sterling McCall Ford. By contracting through Buyboard, we will be able to purchase this unit using their bid price. Such agreements are allowable under State Law.

There is a shortage of ambulance chassis with extended delivery times of 12 to 15 months. The high demand for ambulances is responsible for a 9%-10% increase for all orders after January 1, 2024. This purchase in FY24 will allow City Staff to order a Ford chassis with an anticipated delivery to the City in the City's 2025 fiscal year (FY25). This adaptive purchasing plan will continue to maintain the 7-year vehicle replacement plan.

One (1) 2024 Ford F-450 Chassis and Ambulance \$327,000.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute the contract.

ATTACHMENTS:

[*Kerrville Fire Department BuyBoard Quote 3874.pdf*](#)



Defining the Future of Mobile Healthcare™

November 15, 2023

Eric Maloney

Fire Chief

City of Kerrville, Kerrville Fire Department

Eric.Maloney@kerrilletx.gov

Buyboard Quote # 3874

Eric Maloney, Fire Chief

Below is itemized pricing for contract Ambulance #650-21:

*Chassis Type: Type I 14' on Ford F-450 Diesel 4x2 Reg Cab \$ 207,580.00

Published Options

1 . 1066	Chassis // Heat Shielding // Heat Shielding	\$ 1,750.00
2 . 1086	Chassis // Suspension // LiquidSpring on Rear Axle	\$ 12,000.00
3 . 1192	Module // PowerSource // Onan	\$ 10,000.00
4 . 1031	Chassis // Air Horn System // Dual 10" & 12" Air Horns	\$ 1,250.00
5 . 1184	Module // Paint // Non White 14'	\$ 2,750.00
6 . 1142	Module // Exterior // Striping and lettering // Pricing // Striping and lettering -	\$ 2,500.00
7 . 1139	Module // Electric Locks // Entry doors & I/O	\$ 1,500.00
8 . 1167	Module // Hold-Open // Gas Hold-Opens on Compartments	\$ 1,000.00
9 . 1092	Chassis // Vinyl Seats // After-market Vinyl Seats in Truck Cab	\$ 1,000.00
10 . 1011	General // All products listed in the current Stryker / Physio-Control List Price	\$ 35,350.00
11 . 1088	Chassis // Tint // Chassis Window Tint	\$ 250.00
12 . 1200	Module // Scene Lights // Passenger Scene on with Door	\$ 350.00
13 . 1043	Chassis // Console // Armrest	\$ 250.00
14 . 1046	Chassis // Console // Gamber Johnson Cup Holder in Front of Console	\$ 200.00
15 . 1082	Chassis // Security // Anti-theft System	\$ 750.00
16 . 1114	Module // Captain's Chair // Captain's Chair with Child Safety	\$ 750.00
17 . 1176	Module // Netting // Cargo Net at the Squad Bench	\$ 1,000.00
18 . 1165	Module // Headknocker // Rear Wall Headknocker with Speakers and Volume	\$ 500.00
19 . 1078	Chassis // Running Boards // ArcRite Running Board w/ SureGrip	\$ 1,250.00
20 . 1204	Module // Shorepower // Single 30 Kussmaul	\$ 500.00
21 . 1091	Chassis // Valve Extenders // Valve Extenders	\$ 250.00
22 . 1034	Chassis // Air Horn System // Operated with Momentary Switch	\$ 100.00
23 . 1036	Chassis // Air Horn System // Standard Compressor	\$ 750.00
24 . 1127	Module // Conspicuity // 2'x2' Conspicuity Square - Solid Color	\$ 350.00
25 . 1136	Module // Dri-Deck // Dri-Deck	\$ 250.00
26 . 1141	Module // Electric Locks // Hidden Switch	\$ 250.00
27 . 1041	Chassis // Console // 1 Large Aluminum Map Holder	\$ 250.00
28 . 1061	Chassis // Glove Box // 3 High Glove Box Holder	\$ 250.00
29 . 1069	Chassis // Map Lights // Map Light on Passenger Side	\$ 250.00
30 . 1161	Module // Grab Rails // Yellow Grab Rails	\$ 200.00
31 . 1101	Module // Action Wall // (2) Dual USB	\$ 250.00
32 . 1109	Module // Cabinets // Double Squad Bench Cabinet	\$ 750.00
33 . 1013	General // All products listed in the current Whelen Automotive Distributor Price	\$ 750.00
34 . 1196	Module // Restraint // 6pt Harness (each) (includes structure)	\$ 500.00
34 . 1196	Module // Restraint // 6pt Harness (each) (includes structure)	\$ 500.00

Total Published Options \$ 80,550.00

Unpublished Options

1 .	2024 Chassis and Module variance	\$ 27,420.00
2 .	LiquidSpring variance	\$ 3,550.00
3 .	Onan variance	\$ 2,625.00
4 .	Furnish and install conduit raceway for future wiring, Door open/comp open warning buzzer, 120VAC at front base of console, install 2 locking Sharps containers, second O2 outlet in ceiling raceway	\$ 4,475.00

Total Unpublished Options \$ 38,070.00

Base Price \$ 207,580.00

Published Options \$ 80,550.00

Unpublished Options \$ 38,070.00

Subtotal (1) \$ 326,200.00

Qty 1

Extended Total (1) \$ 326,200.00

Buyboard Fee \$ 800.00

Grand Total \$ 327,000.00

Chassis Dealer: Sterling McCall Ford

Terms and Conditions

Please make your purchase order out to:

Sterling McCall Ford
6445 Southwest Freeway
Houston, TX 77074

Please email a copy of your purchase order and this quote to Pablo Cantu with Sterling McCall Ford at 1 . pcantu@sterlingmccallford.com and Kalyn Salsman at ksalsman@frazerbilt.com

2 . Per TMVCC we are quoting this through our licensed franchise dealer, MacHaik Dodge Chrysler Jeep.

* Chassis prices subject to change, Frazer does not determine chassis pricing or the frequency of pricing changes. Dealer sets prices and increases at their discretion. Changes in pricing are more frequent due to current supply chain issues. Frazer will notify you of any changes, if they occur.

Thank you for the opportunity to quote this job. If you have any questions please don't hesitate to contact me.

Best Regards,

Kalyn Salsman

Regional Sales Manager
Frazer, Ltd.

O: (281) 817-6224 M: (281) 505-4142
ksalsman@frazerbilt.com



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

SUBJECT: Affiliation Agreement between Alamo Community College District on behalf of San Antonio College to allow Emergency Medical Technician (EMT) students participate in ambulance clinicals.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** November 21, 2023
2023

SUBMITTED BY: Eric Maloney, Fire Chief

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

The City of Kerrville Fire Department has allowed EMT students to participate in ambulance clinicals since 1994. These students are required to complete a specific number of clinical hours as required for the EMT-Basic, Advanced-EMT or Paramedic certification programs. The Affiliation Agreement is necessary to allow our paramedic students to participate in ambulance clinicals plus provides a partnership for higher education and certification programs.

In discussion with the City of Kerrville Legal Department, the revised Affiliation Agreement is classified an interlocal agreement under Chapter 791 of the Texas Government Code and requires City Council approval.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute the Affiliation Agreement.

ATTACHMENTS:

[Affiliation Agreement_Alamo Community Colleges_11032023_Final.pdf](#)



ALAMO
COLLEGES
DISTRICT

EMS DEGREE PROGRAM AFFILIATION AGREEMENT BETWEEN
Kerrville Fire Department/EMS
And
ALAMO COMMUNITY COLLEGE DISTRICT
On behalf of
SAN ANTONIO COLLEGE

This Affiliation Agreement (“Agreement”) is made effective on the date stated in Exhibit A (hereinafter referred to as the “Effective Date”) by and between Alamo Community College District, a public junior college district and a political subdivision of the State of Texas, on behalf of San Antonio College (hereinafter referred to as “Alamo Colleges District”) and The City of Kerrville, Texas (hereinafter referred to as “Facility”), collectively sometimes referred to herein as “the Parties.”

WHEREAS, College has a curriculum in Emergency Medical Services (EMS) education hereinafter referred to as “Program”;

WHEREAS, clinical practice is a required and integral component of the curriculum of the Program;

WHEREAS, Alamo Colleges District desires the cooperation of facilities in the development and implementation of the clinical practice phase of the curriculum; and

WHEREAS, Facility is willing to participate in the education of Program Students.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, Alamo Colleges District and the Facility agree to the following Terms and Conditions:

TERMS AND CONDITIONS

1. **AFFILIATION.** Alamo Colleges District and Facility hereby agree to affiliate for purposes of operating the Program. Facility authorizes Alamo Colleges District to conduct the Program pursuant to the Terms and Conditions of this Agreement within the Facility’s premises, and the Facility shall evaluate the methods used in the implementation of the Program and determine the impact that the Program is having on the operation of Facility. In the event that Facility determines, in its sole discretion, that the Program is adversely impacting the delivery of care to its clients/patients or is otherwise interfering with the appropriate operation of the Facility, Alamo Colleges District, upon receiving thirty (30) days written notice from Facility, will modify the Program or discontinue operating the Program at Facility until the matter is resolved by the Parties.
2. **ALAMO COLLEGES DISTRICTS' OBLIGATIONS.** In operating the Program at Facility, Alamo Colleges District agrees to:
 - 2.1 Assume full responsibility for the planning and implementation of Program including, but not limited to the clinical objectives and on-going evaluation of the performance of the assigned students;
 - 2.2 Communicate directly with a designated member of the Facility staff regarding any matters related to the operation of the Program at the Facility;

- 2.3 Notify Facility of its planned schedule of student assignments, including the names of student, level of academic status, and length and dates of clinical practice for each student;
- 2.4 Advise the assigned student of the responsibility of complying with the existing rules and regulations of Facility;
- 2.5 Instruct assigned students and faculty that confidentiality of personal, including medical, information of the clients/patients of Facility must be maintained at all times by student and faculty of Alamo Colleges District as required by law and the policies of Facility and that the obligation to maintain confidentiality shall continue even if this Agreement is terminated;
- 2.6 Be responsible for all administrative functions related to the assigned students;
- 2.7 Appoint a faculty member to provide the on-site supervisory and other professional administrative and managerial services for the Program as may be reasonably requested by Facility; and
- 2.8 Maintain in force a policy of professional liability insurance for students and faculty with limits of one million (\$1,000,000.00) for each individual occurrence and three million (\$3,000,000.00) aggregate damage. Each student will be required to sign a waiver or release of the Facility.
- 2.9 Advise the assigned student that student is financially responsible for any loss of or damage to Facility equipment caused by student.

3. **FACILITY'S OBLIGATIONS.** In operating the Program, Facility agrees to:

- 3.1 Provide appropriate facilities and equipment necessary, as determined in its discretion, for Alamo Colleges District to conduct the Program;
- 3.2 Determine the number of students that it can reasonably accommodate during a given period of time and notify Alamo Colleges District of such number;
- 3.3 Advise Alamo Colleges District of changes in its personnel, operation, or policies which may affect the Program and/or the students' clinical practice;
- 3.4 Provide to Alamo Colleges District and make available to assigned students, a copy of the Facility's current, applicable rules and regulations with which the students are expected to comply;
- 3.5 Evaluate the performance of the assigned students on a regular basis as requested by Alamo Colleges District by using the evaluation criteria established by Alamo Colleges District; and
- 3.6 Retain ultimate responsibility for client/patient care.

4. **THE PARTIES' JOINT OBLIGATIONS.** In operating the Program, the Parties agree that:

- 4.1 In the event of the failure or refusal of an assigned student to follow the Facility's policies and procedures, rules and regulations or an assigned student poses a threat of injury or harm to Facility's clients/patients, employees or staff, Facility shall immediately notify Alamo Colleges District and Alamo Colleges District shall immediately remove the student from all client/patient contact and/or the premises of the Facility. The student shall be barred from the Facility until such time that the Parties agree on an appropriate course of action and the student poses no further risk; and

4.2 They shall comply with all applicable provisions of all federal and state laws and regulations, including any applicable Executive Orders, applicable to the operation of Alamo Colleges District and the Facility, including, without limitation, employment-related statutes and education-related statutes such as the Family Education Rights and Privacy Act (“FERPA”). Any exchange by the parties of student record information protected by FERPA shall commit the receiving party to limit the use of such information to the purposes for which the disclosure was made, and to impose such limits on any re-disclosure, and the parties agree to comply with all applicable statutory and regulatory provisions, including, without limitation 34 CFR 99.31, 99.32, 99.33, 99.34 and 99.35. The Parties agree to have in place and abide by a policy prohibiting discrimination, harassment, and retaliation on the basis of any legally protected criteria, including, without limitation, race, color, gender/sex, sexual preference, religion, age, disability, genetic information, national origin, veteran status, income level, limited English proficiency or political affiliation. The Parties agree not to deny or discriminate on the basis of any legally protected criteria in the provision of any service or benefit, including, without limitation, access to any educational program or use of any facility.

4.3 They shall not pay any remuneration to the assigned students.

5. **TERM AND TERMINATION.**

5.1 This Agreement shall commence on the Effective Date for the term specified in **Exhibit A**. Either Party may terminate this Agreement, with or without cause, by providing the other sixty (60) days prior written notice of its intent to terminate. Termination shall be effective at the end of the semester during which notice is given. The Facility shall not be required to provide its facilities for clinical practice for students who enroll in the Alamo Colleges District Program subsequent to the date of the notice of termination, and those students already assigned to receive clinical practice at the Facility shall have the opportunity to fully complete the course of study which is in progress.

6. **MISCELLANEOUS.**

6.1 **Notices.** All notices given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or delivered in person to the intended addressee, or sent by fax or overnight delivery service.

Notice mailed shall be effective three business days after mailing. Notice given in any other manner shall be effective on receipt. For purposes of notice, the addresses of the Parties shall be as stated in **Exhibit A**, provided, however, that each Party shall have the right to change its address for notice hereunder to any other location by the giving of 10 days' notice to the other Parties in the manner set forth above.

6.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive federal laws of the United States and the internal laws and Constitution of the State of Texas.

6.3 **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective heirs, legal representatives, successors and assigns. This Agreement may not in total or part be assigned or transferred directly or indirectly to another subsidiary/agency without sixty (60) days prior written notice, delivered to the other Party in accordance with Subsection 6.1 herein.

6.4 **Entire Agreement.** This Agreement, and any exhibits or addenda attached, contain the entire agreement among the Parties relating to the subject matter hereof, and all prior agreements

related hereto which are not contained herein are terminated. Any and each Exhibit to this Agreement is incorporated herein for all purposes.

- 6.5 **Amendments.** Amendments or modifications may be made to this Agreement only in writing and duly executed by the Parties.
- 6.6 **Force Majeure.** Any party shall be temporarily excused from performance otherwise due hereunder only to the extent that, and for so long as, such performance is rendered impossible by reason of factors beyond that party's control and not occasioned by the negligence of the party or its affiliates, including, but not limited to, acts of God. Any party experiencing or anticipating a force majeure event shall promptly notify the other party in writing thereof.
- 6.7 **Severability.** It is intended this Agreement be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- 6.8 **Gender and Number.** Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.
- 6.9 **Captions.** The Section and Subsection headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Section or Subsection.
- 6.10 **Counterparts.** This Agreement may be executed in counterparts, each one of which shall be an original, and different parties may sign different counterparts, all of which shall constitute but one document.
- 6.11 **Drafters.** Each Party to this Agreement has been afforded the opportunity to negotiate the terms of this Agreement, and to consult legal counsel regarding same; therefore, the Parties waive and disclaim the application of any principle of contract interpretation that would construe any ambiguity herein against either Party as drafter hereof.
- 6.12 **Annual Review.** This Agreement shall be evaluated and reviewed annually by the Parties for the purpose of making any agreed revisions that may be deemed advisable or necessary.
- 6.13 **No Third Party Beneficiaries.** Unless otherwise expressly specified elsewhere herein, nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties, including, but not limited to any faculty or students of Alamo Colleges District, or any persons other than the Parties.

**ALAMO COMMUNITY COLLEGE DISTRICT
(Alamo Colleges District):**

By: _____

Signature

Date:

Print Name: Dr. Naydeen González-De Jesús

Title: San Antonio College President

By: _____

Signature

Date:

Print Name: Martin Davila

Protective Services Department

FACILITY:

By: _____

Signature

Date:

Print Name: Dalton Rice

Title: City Manager

City of Kerrville, Texas

Legal Name of Facility Owner

87 Coronado Drive, Kerrville, Texas 78028

Facility Street Address

830-257-8449

Facility Telephone:

Eric.Maloney@kerrilletx.gov

kerrvillefd@kerrilletx.gov

Facility Email

ATTACHMENTS: Exhibit A Specific Terms

APPROVED AS TO FORM


William L. Tatsch, Assistant City Attorney

EXHIBIT A TO AFFILIATION AGREEMENT WITH ALAMO COLLEGES DISTRICT

1. The program(s) to which this Affiliation Agreement applies are:
Kerrville Fire Department/EMS _
2. The Effective Date shall be October 27 _, 2023 and the term shall continue until October 27 _, 2027_. This Agreement shall automatically renew for successive one (1) year terms thereafter.
3. Notice addresses are:

ALAMO COLLEGES DISTRICT:

Campus: San Antonio
Department: College_Protective
Attention: Services_Martin
Title: Davila_Chair_
Address: 1819 N. Main Ave._
Room No.: NAHC 111
City/State/ZIP: San Antonio, Texas 78212-3941
Telephone: (210)486-1538
Email: mdavila21@alamo.edu_

With a copy to:

Attention: Dr. Stella Lovato
Title: Vice President for College Services
Campus: San Antonio College
Address: 1819 N. Main Ave._
Room No.:
City/State/Zip: San Antonio, Texas 78212-3941_
Telephone: (210)486-0730
Email: slovato@alamo.edu_

FACILITY:

Attention: Eric Maloney_
Title: Fire Chief_
Department: Kerrville Fire Department_
Address: 87 Coronado_
Room No.:
City/State/Zip: Kerrville, Texas 78028
Telephone: 830-257-8449
Email EricMaloney@kerrvilletx.gov kerrvillefd@kerrvilletx.gov _

OTHER: _



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

SUBJECT: City Council workshop minutes, November 14, 2023.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** October 4, 2023

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

City Council workshop minutes held November 14, 2023 at 4:00 p.m., City Hall.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[20231212_Minutes 11-14-23 CC workshop.pdf](#)

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

**NOVEMBER 14, 2023 4:00 PM
701 MAIN STREET, KERRVILLE, TEXAS**

CALL TO ORDER: On November 14, 2023 at 4:00 p.m., the City Council workshop was called to order by Mayor Judy Eychner at City Hall Council Chambers, 701 Main Street.

COUNCILMEMBERS PRESENT:

Judy Eychner, Mayor
Roman Garcia, Council Place 1
Joe Herring Jr, Council Place 3
Brenda Hughes, Council Place 4/Mayor Pro Tem

COUNCILMEMBERS ABSENT:

Jeff Harris, Council Place 2

CITY STAFF PRESENT:

Dalton Rice, City Manager
Mike Hayes, City Attorney
Michael Hornes, Asst City Manager
Kim Meismer, Asst City Manager
Shelley McElhannon, City Secretary
Stuart Barron, Executive Director
Julie Behrens, Director Finance
Ashlea Boyle, Director Parks & Rec

Kyle Burow, Director Engineering
Deidre Flores, Asst Director Parks & Rec
Guillermo Garcia, Executive Director
Rosa Ledesma, Parks & Rec Coordinator
Eric Maloney, Fire Chief
Chris McCall, Police Chief
Drew Paxton, Director Planning
Trina Rodriguez, Asst Director Finance

VISITOR(S) PRESENT: None

1. PUBLIC COMMENT: None

2. DISCUSSION, CONSIDERATION, POSSIBLE ACTION:

2A. Community Improvement Project quarterly update.

Kyle Burow provided information and responded to questions.

2B. Kerrville 2050 Comprehensive Plan.

Drew Paxton provided information and responded to questions.

At 4:10 p.m., the City Manager joined the workshop.

2C. Solar Eclipse Planning.

Julie Behrens provided information and responded to questions.

Mayor Eychner made a motion to convene Executive Session under 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), and 551.087 (deliberation regarding economic development negotiations), seconded by Councilmember Brenda Hughes. The motion passed 4-0. At 4:26 p.m., the open workshop recessed and Council convened into closed Executive Session.

3. EXECUTIVE SESSION:

3A. Economic Development projects update: Litecrete Inc, Windridge (Lennar Homes of Texas Land and Construction, LTD) (551.071, 551.072, 551.087).

At 6:00 p.m., the closed Executive Session adjourned and the open workshop reconvened. No action taken during Executive Session.

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

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, November 14, 2023.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** October 10, 2023

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

City Council meeting minutes held November 14, 2023 at 6:00 p.m., City Hall.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[*20231212_Minutes 11-14-23 CC meeting 6pm.pdf*](#)

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
NOVEMBER 14, 2023 6:00 PM**

On November 14, 2023 at 6:00 p.m., Mayor Judy Eychner called the Kerrville City Council meeting to order in City Hall Council Chambers, 701 Main Street. Councilmember Roman Garcia provided the invocation and led the Pledge of Allegiance.

COUNCILMEMBERS PRESENT:

Judy Eychner, Mayor
Roman Garcia, Councilmember Place 1
Joe Herring, Jr., Councilmember Place 3
Brenda Hughes, Councilmember Place 4

COUNCILMEMBER ABSENT:

Jeff Harris, Councilmember Place 2

CITY EXECUTIVE STAFF:

Dalton Rice, City Manager
Kim Meismer, Interim City Manager
Mike Hayes, City Attorney
Michael Hornes, Asst City Manager
Shelley McElhannon, City Secretary
Julie Behrens, Director of Finance
Ashlea Boyle, Director of Parks & Rec

Stuart Cunyus, Public Information Officer
Deidre Flores, Asst Director Parks & Rec
Rosa Ledesma, Parks & Rec Coordinator
Eric Maloney, Fire Chief
Chris McCall, Police Chief
Drew Paxton, Director of Planning/Zoning

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, Councilmember Garcia, Mayor Eychner, Councilmember Brenda Hughes, Chief Eric Maloney, and Chief Chris McCall.

2. PRESENTATION(S):

2A. Proclamation: Schreiner University Centennial.

Mayor Eychner presented a proclamation recognizing Schreiner University's 100th anniversary. Representatives from Schreiner University included cabinet members and students, and Schreiner University President Dr. Charlie McCormick spoke.

2B. Recovery Community Coalition (RCC) Annual Report, presented by the RCC Chair, Joe Piszcior.

RCC Chair Joe Piszcior provided information and responded to questions.

Mayor Eychner requested the visitors forum speakers to limit comments to three minutes.

3. VISITORS FORUM:

The following person(s) spoke:

- Gail Wright
- Barbara Dewell-Ferguson
- Vicki Marsh, upon the three minute mark Councilmember Garcia requested to authorize one more minute of time, seconded by Councilmember Hughes. All Councilmembers were in agreement. Speaker time extended.
- Gary Noller

- George Baroody

4. CONSENT AGENDA:

Councilmember Garcia made a motion to approve the Consent Agenda, seconded by Councilmember Hughes. The motion passed 4-0.

4A. Resolution No. 38-2023. A Resolution authorizing the filing of an application with the Alamo Area Council of Governments for 2024/2025 Solid Waste Pass Through Grant.

4B. Resolution No. 41-2023. A Resolution authorizing the acceptance of \$70,522.00 in grant funding from the Office of the Governor and its Edward Byrne Memorial Justice Assistance Grant program; for funding to purchase automatic license plate reader equipment for the Kerrville Police Department.

4C. Contract with EagleView Technologies, Inc. to acquire two flights of aerial imagery for the City of Kerrville for the amount of \$76,194.00 paid over the course of six years in payment of \$12,699.00.

4D. The Routine Airport Maintenance Program (RAMP) Grant between Texas Department of Transportation and the Kerrville-Kerr County Airport.

4E. City Council workshop minutes, October 24, 2023.

4F. City Council meeting minutes, October 24, 2023.

4G. City Council special-called meeting minutes, November 07, 2023.

END OF CONSENT AGENDA.

5. ORDINANCE(S), SECOND READING:

5A. Ordinance No. 2023-29, second reading. An Ordinance annexing an approximate 214.1-acre tract of land, which includes an adjacent right-of-way existing as a portion of Olympic Drive, all of which is out of the Samuel Wallace Survey No. 114, Abstract No. 348, and Samuel Wallace Survey No. 113, Abstract No. 347, into the corporate limits of the City of Kerrville, Texas; such property being located within Kerr County, Texas, and the extraterritorial jurisdiction of the City of Kerrville, Texas; and generally located adjacent to Loop 534 and north of Olympic Drive; further describing the property to be annexed; adopting a service plan for the property annexed; and establishing the zoning both for the property annexed and a contiguous tract of land located adjacent to Loop 534, and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2023-29 caption into record.

Drew Paxton and Dalton Rice provided information and responded to questions.

The following person(s) spoke:

- Ronald Carroll
- Ed Hamilton
- Thomas McComack
- George Baroody

Mike Hayes clarified information posed by citizen speakers.

- Adrienne Larsen
- Pablo Brinkman

During Council discussion, applicant representative and Lennar Attorney James McKnight and Dalton Rice provided information and responded to questions.

Councilmember Garcia made a motion to deny Ordinance No. 2023-29. Mayor Eychner called for a second, with no second forthcoming. The motion to deny died for lack of second.

Dalton Rice provided a presentation and information.

Councilmember Hughes made a motion to approve Ordinance No. 2023-29 on second reading, seconded by Councilmember Joe Herring, Jr. The motion passed 3-1 with Mayor Eychner, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia opposed.

At 7:38 p.m. citizen Peggy McKay requested Mayor to call for a point of order due to the agenda packet was not complete. Councilmember Garcia alleged Mayor Eychner had publically disclosed confidential information provided in closed Executive Session, in which Dalton Rice established as false, advising that Mayor Eychner has the ability to call a special-called meeting at any time.

5B. Ordinance No. 2023-30, second reading. An Ordinance of the City Council of the City of Kerrville, Texas, designating the Windridge Tax Increment Reinvestment Zone (TIRZ), a petition-initiated TIRZ to be named Tax Increment Reinvestment Zone Number Two, Windridge, City of Kerrville, Texas, pursuant to Chapter 311, Texas Tax Code; and generally located north of Olympic Drive and on an approximate 100.36 acre tract of undeveloped property; describing the boundaries of the Zone; creating a Board of Directors for the Zone; establishing a Tax Increment fund for the Zone; containing a findings related to the creation of the Zone; providing a date for the termination of the Zone; providing that the Zone take effect immediately upon passage of the Ordinance; providing a severability clause; and providing an effective date.

Shelley McElhannon read Ordinance No. 2023-30 caption into record.

Dalton Rice and James McKnight provided information and responded to questions.

At 8:02 p.m., Mayor Eychner recessed the meeting.

At 8:11 p.m., Mayor Eychner reconvened the meeting.

Julie Behrens provided information and responded to questions.

Councilmember Herring made a motion to allow citizens three minutes to speak, seconded by Councilmember Hughes. The motion passed 3-1 with Mayor Eychner, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia opposed. The following person(s) spoke:

- Ronald Carroll
- Ed Hamilton – advised citizen had left Council meeting
- Nikki Caines
- Gail Wright - advised citizen had left Council meeting
- Thomas McComack - advised citizen had left Council meeting
- Adrienne Larsen - advised citizen had left Council meeting
- George Baroody
- Jaclyn Hall

- Havalah Puccio
- Bruce Stracke
- Pablo Brinkman
- Barbara Dewell-Ferguson

Mike Hayes and James McKnight addressed and clarified issues posed by citizen speakers and during City Council discussion.

Councilmember Herring made a motion to adopt Ordinance No. 2023-30 on second reading, seconded by Councilmember Hughes. The motion passed 3-1 with Mayor Eychner, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia opposed.

6. PUBLIC HEARING(S) AND ACTION:

6A. Request for variance from distance requirement applicable to sale of alcoholic beverages per Section 10-3, Code of Ordinances; for the property addressed as 2100 E. Main Street (The Hill Winery, Schreiner University).

Shelley McElhannon read item 6A caption into record.

Drew Paxton and applicant Kelly Hagiemier provided information and responded to questions. Mayor Eychner opened the public hearing at 8:51 p.m.

The following person(s) spoke:

- George Baroody

Mayor Eychner closed the public hearing at 8:52 p.m.

Councilmember Herring made a motion to approve the request for variance as described in the agenda bill, seconded by Councilmember Hughes. The motion passed 4-0.

7. PUBLIC HEARING AND ORDINANCES, FIRST READING:

7A. Ordinance No. 2023-31. An Ordinance amending Ordinance No. 2003-08, which created a Planned Development District on an approximate 798.7 acre tract of land generally located northeast of the intersection of State Highway 16 and Interstate Highway 10; said amendments to update the concept plan and the land use table included within Ordinance No. 2003-08, to combine various residential lot sizes into a single area (parcel), and to alter the layout of the golf course area and commercial areas; establishing a penalty and effective date; and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2023-31 caption into record.

Drew Paxton and the applicant's authorized representative Jim Boyton provided information and responded to questions.

Mayor Eychner opened the public hearing at 9:05 p.m.

The following person(s) spoke:

- Pablo Brinkman
- Zane Pressley
- Keith Williams
- Bruce Stracke
- Barbara Dewell-Ferguson

Mayor Eychner closed the public hearing at 9:21 p.m.

Drew Paxton and Mike Hayes provided clarification and information posed by citizen speakers and during City Council discussion.

Councilmember Hughes made a motion to approve Ordinance No. 2023-31 on first reading, seconded by Councilmember Herring under contingency. The motion passed 4-0.

7B. Ordinance No. 2023-32. An ordinance changing the zoning of a property known as 518 and 520 Lois Street, consisting of Lots 1-3, Block 25, of the Westland Addition, and within the City of Kerrville, Kerr County, Texas; from a Single-Family Residential with Accessory Dwelling Unit Zoning District (R-1A) to a Light Commercial Zoning District (C-2); and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2023-32 caption into record.

Drew Paxton provided information and responded to questions.

Mayor Eychner opened the public hearing at 9:38 p.m.

The following person(s) spoke:

- Pablo Brinkman - advised citizen had left Council meeting
- Lynn Miller

Mayor Eychner closed the public hearing at 9:40 p.m.

Councilmember Herring made a motion to approve Ordinance No. 2023-32 on first reading, seconded by Councilmember Hughes. The motion passed 4-0.

7C. Ordinance No. 2023-33. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas; by changing the zoning for the property known as 226 Harper Rd (FM 783); an approximate 1.71 acre tract out of the Fosgate Survey No. 120, Abstract 138; from a Single Family Residential Zoning District (R-1) to a Residential Transition Zoning District (RT); and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2023-33 caption into record.

Drew Paxton and applicant Rodney Bacon provided information and responded to questions.

Mayor Eychner opened the public hearing at 9:47 p.m.

No person(s) spoke.

Mayor Eychner closed the public hearing at 9:47 p.m.

Councilmember Garcia made a motion to approve Ordinance No. 2023-33, seconded by Councilmember Hughes. The motion passed 4-0.

8. CONSIDERATION AND POSSIBLE ACTION:

8A. Resolution No. 36-2023. Resolution No. 36-2023. A Resolution approving a Resolution of the *City of Kerrville, Texas Economic Improvement Corporation* with respect to the issuance of up to \$20,000,000 in principal amount of its *Sales Tax Revenue Bonds, Series 2023*, to finance costs of certain projects being undertaken by the Corporation at the request, and for the benefit, of the City which are authorized to be financed by the Corporation pursuant to the *Development Corporation Act* (primarily Section 505.152 of the Texas Local Government Code); and approving an amendment to the Sales Tax Remittance Agreement between the Corporation and the City.

Shelley McElhannon read Resolution No. 36-2023 caption into record.

Drew Paxton provided information and responded to questions.

The following person(s) spoke:

- Barbara Dewell-Ferguson - advised citizen had left Council meeting
- Nikki Caines
- John Anderson
- William Rector
- Debbi Lehr

- Charlie McIlvain
- Lisa Nye-Salladin
- Angela Kennedy
- Celeste Hamman
- George Baroody
- Jaclyn Hall
- Layng Guerriero
- Rachel Johnston
- Marcus Goodyear
- Kenny Bledsoe - advised citizen had left Council meeting
- Bruce Stracke

Councilmember Herring made a motion to approve Resolution No. 36-2023, seconded by Councilmember Hughes. The motion passed 3-1 with Mayor Eychner, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia opposed.

8B. General Event Production Contract between the CE Group, Inc. and the City of Kerrville for the Kerrville Eclipse Festival in an amount not to exceed \$193,500.00.

Shelley McElhannon read item 8B caption into record.

Ashlea Boyle, Dalton Rice, Deidre Flores, Julie Behrens, and Michael Hornes provided information and responded to questions.

Councilmember Hughes made a motion to authorize the City Manager to finalize and execute the contract, seconded by Councilmember Herring. The motion passed 3-1 with Mayor Eychner, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia opposed.

9. INFORMATION AND DISCUSSION:

9A. Financial report for Fiscal Year ended September 30, 2023.

Julie Behrens provided information and responded to questions.

10. BOARD APPOINTMENT(S):

8A. Appointment(s) to the Food Service Advisory Board.

Councilmember Hughes made a motion to nominate Michael Clark, Daniel Portie, and Larry Wray as members of the Food Service Advisory Committee, seconded by Councilmember Garcia. The motion passed 4-0.

11. EXECUTIVE SESSION: Executive Session not called nor convened.

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

13. ITEM(S) FOR FUTURE AGENDAS:

- Councilmember Garcia requested a presentation at the next meeting regarding obtaining the City's Water Permit with Headwaters. Mayor Eychner called for a second, with no second forthcoming. Item for future agenda died for lack of second. Mayor Eychner requested to modify the future agenda item to add if something has changed or Council would need to be informed. Mike Hayes was responding to

Mayor Eychner's questions and addressing erroneous statements issued by a Visitors Forum citizen speaker, when at 10:58 p.m. Councilmember Garcia called for point of order. Mayor Eychner dismissed the point of order and advised Mike Hayes to proceed.

ADJOURN. The meeting adjourned at 10:59 p.m.

APPROVED BY COUNCIL: _____

APPROVED:

Judy Eychner, Mayor

ATTEST:

Shelley McElhannon, City Secretary



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

SUBJECT: City Council special-called meeting minutes, November 30, 2023.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** November 22, 2023

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

City Council special-called meeting minutes held November 30, 2023 at 11 a.m., City Hall.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[*20231212_Minutes special-called meeting 11-30-23 11am.pdf*](#)

**CITY COUNCIL SPECIAL-CALLED MEETING MINUTES
NOVEMBER 30, 2023 11:00 AM
CITY HALL COUNCIL CHAMBERS, 701 MAIN STREET, KERRVILLE, TEXAS**

CALL TO ORDER: On November 30, 2023 at 11:00 a.m., Mayor Judy Eychner called the City Council special-called meeting to order at City Hall Council Chambers, 701 Main Street.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBERS ABSENT:

None

CITY STAFF PRESENT:

Dalton Rice, City Manager
Kim Meismer, Asst City Manager
Michael Hornes, Asst City Manager

Mike Hayes, City Attorney
Shelley McElhannon, City Secretary
Stuart Barron, Executive Director

VISITOR(S) PRESENT:

Mike Gershon, Attorney, Lloyd Gosselink Rochelle and Townsend PC
Madison Huerta, Attorney, Lloyd Gosselink Rochelle and Townsend PC

1. PUBLIC COMMENT: None

Mayor Eychner made a motion to convene Executive Session under 551.071 (consultation with attorney, seconded by Councilmember Joe Herring, Jr. The motion passed 5-0. At 11:00 a.m., the open special-called meeting recessed and Council convened into closed Executive Session.

2. EXECUTIVE SESSION:

2A. Groundwater permit and regulations of Headwater Groundwater Conservation District (551.071).

At 12:50 p.m., the closed Executive Session adjourned and the open special-called meeting reconvened. No action taken during Executive Session.

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

Councilmember Roman Garcia made a motion to authorize the City Manager or his designee to take any action necessary to renew the City's Conjunctive Use Production Permit with Headwater Groundwater Conservation District and include our Water Management Plan as a Drought Contingency Plan in accordance with the District's Rule 6-B 6, seconded by Councilmember Brenda Hughes. The motion passed 5-0.

ADJOURN. The special-called meeting adjourned at 12:51 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: Resolution No. 39-2023. A Resolution granting a Conditional Use Permit to authorize a Building Contractor, General on property generally located adjacent to and east of the intersection of Woodlawn Ave. and Lois St.; consisting of Lots 1-3, Block 25, Westland Addition; and more commonly known as 518 and 520 Lois St.; said property is located within a Single-Family Residential with Accessory Dwelling Unit Zoning District (R-1A); and making said permit subject to certain conditions and restrictions.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** December 1, 2023

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Proposal: A resolution to allow a Conditional Use Permit for a Building Contractor, General on Lots 1-3, Block 25, Westland; and more commonly known as 518 and 520 Lois St. (Case No. PZ-2023-11)

The applicant has been operating a general contractor business from this location for years. Due to current zoning, the use is considered nonconforming. The applicant, in an effort to support the existing business with construction of a new storage building, is bringing the property into compliance with current zoning regulations, see Case No. PZ-2023-10, a zone change request from R-1A to C-2. With approval of the zone change and approval of this CUP request, the current business will be in compliance with current zoning regulations and a building permit can be issued for the storage building.

Procedural Requirements: The City, in accordance with state law, mailed 26 letters on 9/21/2023 to adjacent property owners. The City published a similar notice in the Kerrville

Daily Times on 9/14/2023. In addition, public hearing notification signs were posted on the property frontage on 9/22/23. At the time of drafting this agenda bill, no public comments have been received.

Staff Analysis and Recommendation

Consistency with the Kerrville 2050 Comprehensive Plan: The property is designated as Strategic Catalyst Area 4 (SCA 4). The allowable place types for SCA 4 are Community Commercial, Regional Commercial and Heavy Commercial/Light Industrial. As such, and based on the existing surrounding commercial zoning, the request for C-2 Light Commercial zoning is consistent with the K2050 Plan.

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-1A Single-Family Residential w/Accessory Dwelling Unit

Existing Land Uses: Residential

Direction: North

Current Zoning: R-1A Single-Family Residential w/Accessory Dwelling Unit

Existing Land Uses: Residential

Direction: South

Current Zoning: C-2 Light Commercial / Junction Hwy

Existing Land Uses: Commercial

Direction: West

Current Zoning: R-1 Single Family Residential

Existing Land Uses: Residential

Direction: East

Current Zoning: C-1 Neighborhood Commercial

Existing Land Uses: Veterinary Hospital

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

Traffic Impact: No traffic impact is anticipated.

Parking: To be determined and consistent with zoning regulations.

Recommendation: Because the Conditional Use Permit request is consistent with the Kerrville 2050 Comprehensive Plan and will also comply with current zoning, if the request

for C-2 zoning is approved, staff recommends approval with consideration and inclusion of the following proposed conditions:

Building Contractor, General – Conditions of Approval

1. **Site Plan:** The development and use of the Property shall conform to the site plan.
2. **Minimum Parking:** The project shall provide off-street parking consistent with the parking requirements for Building Contractor (all types), Section 60-104 Table 2, Item No. 40.

On October 5th, the Planning and Zoning Commission recommended approval with a unanimous vote.

RECOMMENDED ACTION:

Approve Resolution No. 39-2023.

ATTACHMENTS:

[*20231212_Reso 39-2023 CUP 518-520 Lois.pdf*](#)
[*20231212_Current Zoning 518-520 Lois St.pdf*](#)
[*20231212_K2050 Future Land Use.pdf*](#)
[*20231212_Letter opposed Miller 518-520 Lois.pdf*](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 39-2023**

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO
AUTHORIZE A BUILDING CONTRACTOR, GENERAL ON
PROPERTY GENERALLY LOCATED ADJACENT TO AND EAST
OF THE INTERSECTION OF WOODLAWN AVE. AND LOIS ST.;
CONSISTING OF LOTS 1-3, BLOCK 25, WESTLAND ADDITION;
AND MORE COMMONLY KNOWN AS 518 AND 520 LOIS ST.;
SAID PROPERTY IS LOCATED WITHIN A SINGLE-FAMILY
RESIDENTIAL WITH ACCESSORY DWELLING UNIT ZONING
DISTRICT (R-1A); AND MAKING SAID PERMIT SUBJECT TO
CERTAIN CONDITIONS AND RESTRICTIONS**

WHEREAS, the owner of the property depicted in the location map and site plan in **Exhibit A** (the “Property”), being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit (“CUP”) to allow the Property located within a Single-family Residential with Accessory Dwelling Unit Zoning District (R-1A) to be used for a building contractor, general; and

WHEREAS, a building contractor, general requires the granting of a CUP where such use is proposed within a Single-family Residential with Accessory Dwelling Unit Zoning District (R-1A); 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 December 12, 2023, 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 with Accessory

Dwelling Unit Zoning District (R-1A), to be developed and used for a building contractor, general, as that term is defined within the Zoning Code, and such use is subject to the provisions of this Resolution and other City ordinances and regulations:

Legal Description: Being property situated within the City of Kerrville, Kerr County, Texas, and consisting of Lots 1-3, Block 25, Westland Addition; and being depicted on the location map and site plan at **Exhibit A**.

Address: 518 and 520 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. Site Plan: The development and use of the Property shall conform to the site plan attached as **Exhibit A**.

B. Parking: The Property shall comply with the standards found within Article XII of the Zoning Code, as applicable to building contractor (all types), which includes providing off-street parking.

SECTION THREE. This Resolution and CUP granted herein is 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.

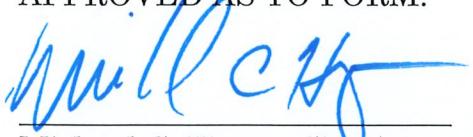
SECTION FIVE. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect 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., 2023.

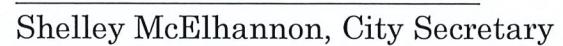
Judy Eychner, Mayor

APPROVED AS TO FORM:

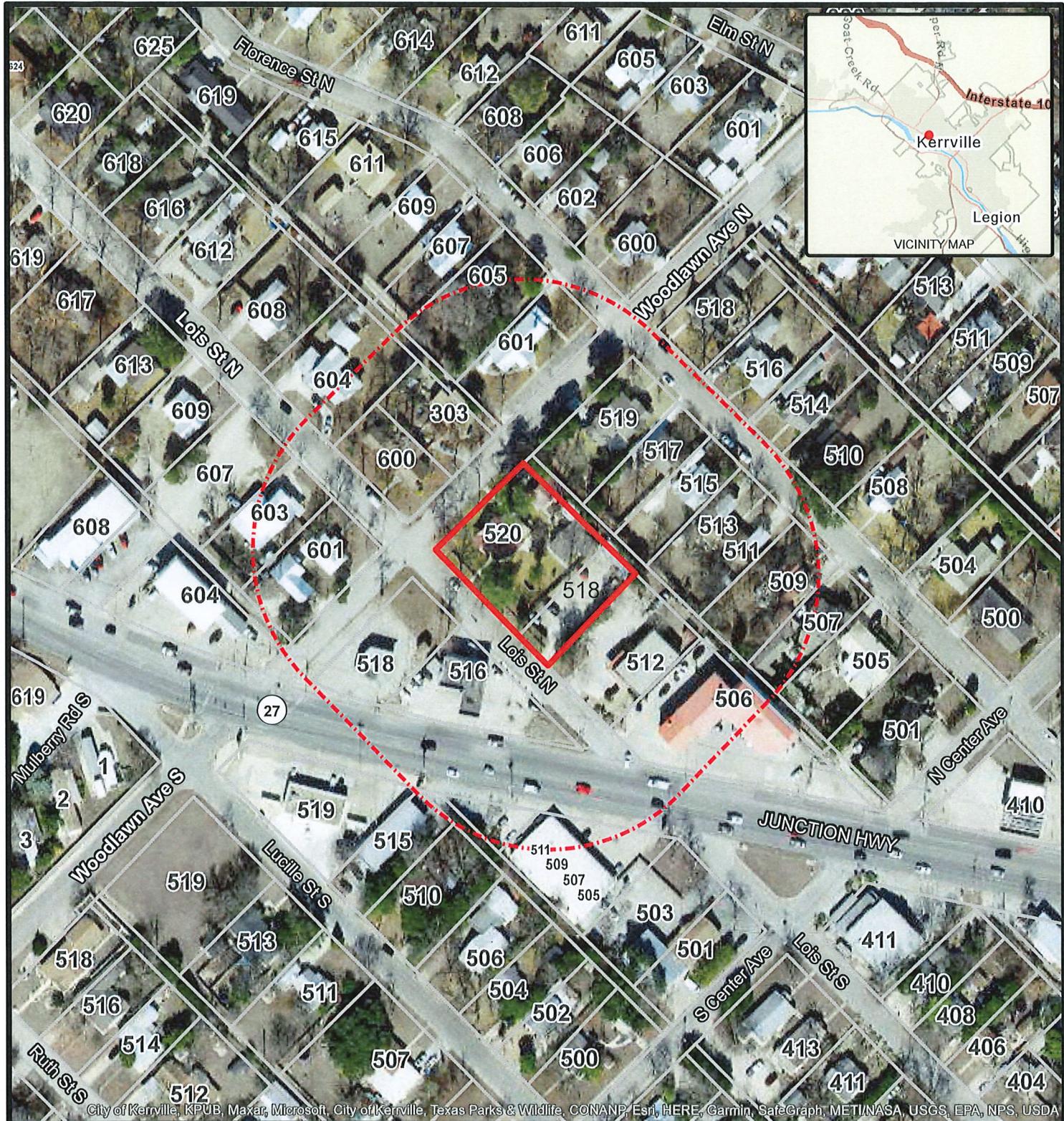


Michael C. Hayes, City Attorney

ATTEST:



Shelley McElhannon, City Secretary



Location Map

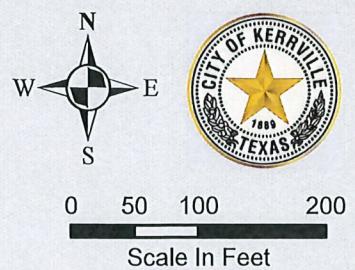
Case # PZ-2023-10 and PZ-2023-11

Location:

518 and 520 Lois Street

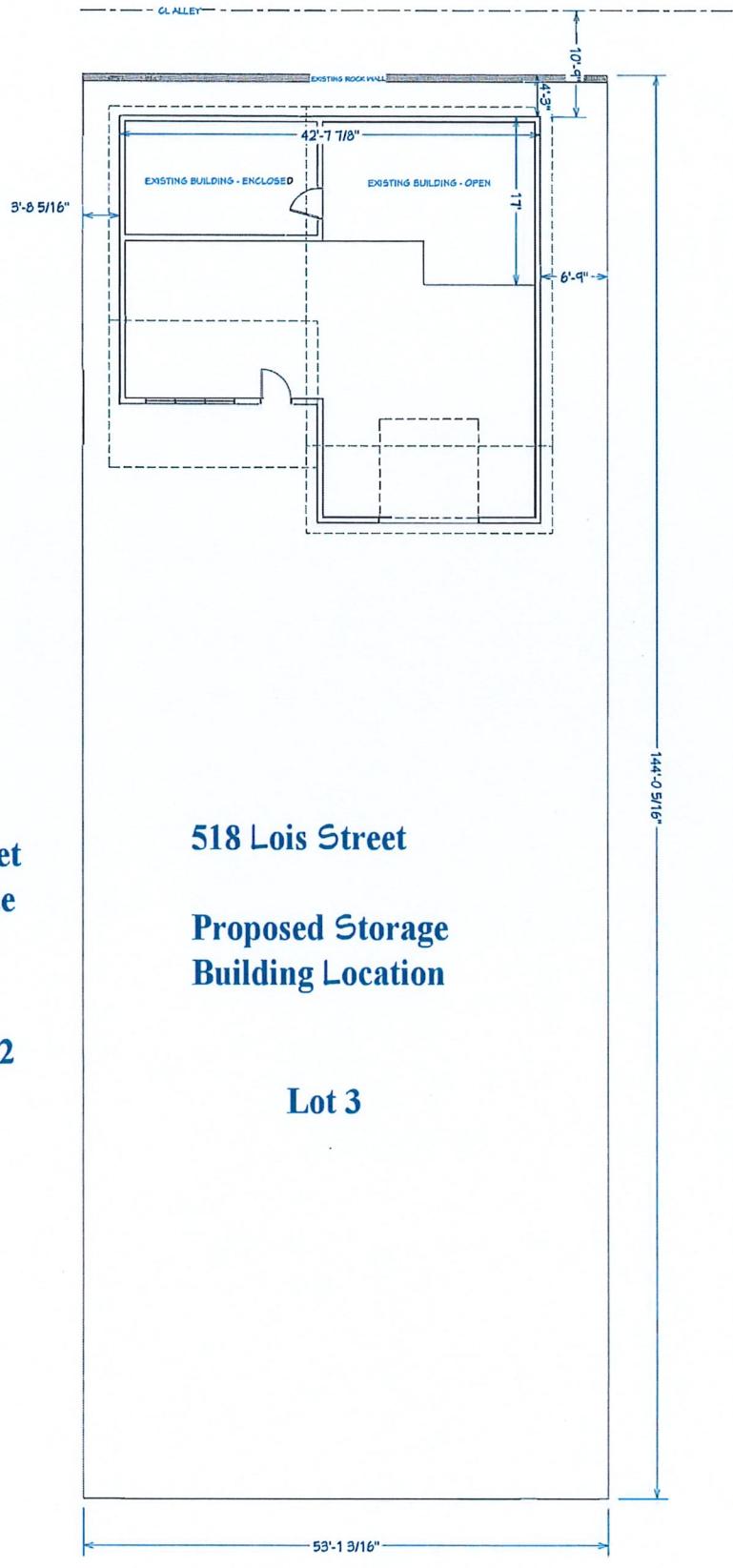
Legend

- Subject Properties
- 200 Feet Notification Area



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

EXHIBIT A



520 Lois Street
Business Office

Lot 1 and Lot 2

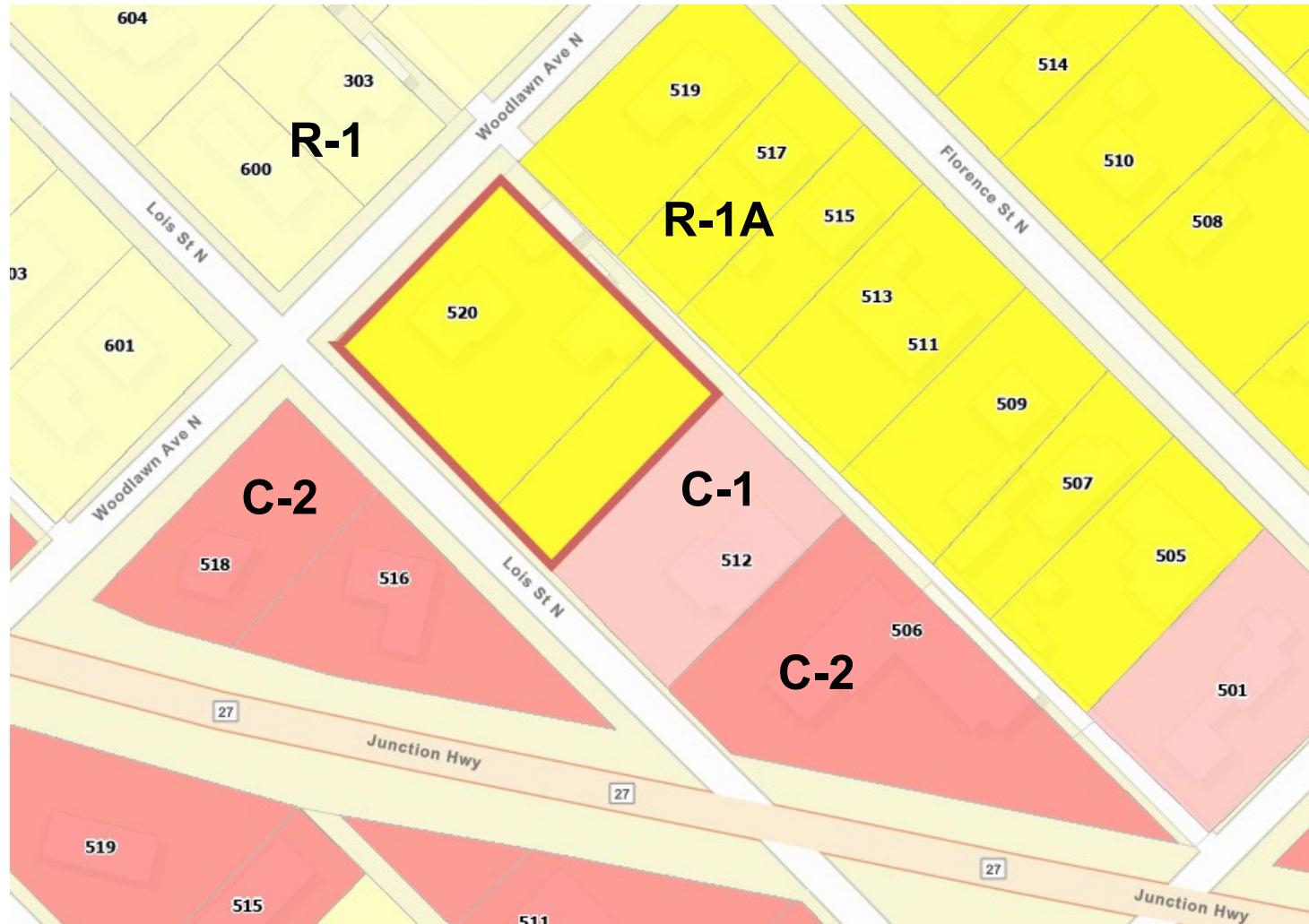
518 Lois Street
Proposed Storage
Building Location

Lot 3

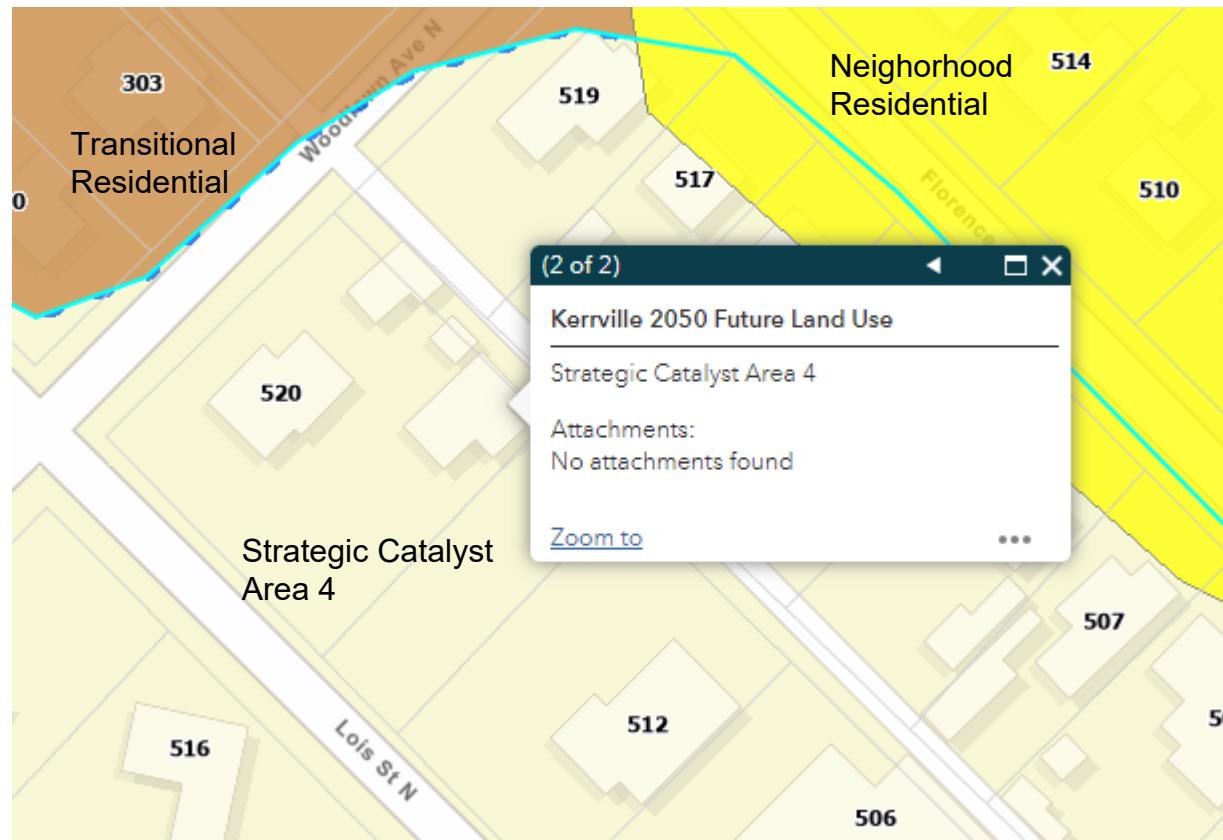
LOIS STREET

SHEET:	DRAWINGS PROVIDED BY: Hager Custom Homes	520 LOIS ST. WAREHOUSE WESTLAND BLK 25 LOT 3	PLOT PLAN	REVISION TABLE
SCALE: 30'0" = 1"	DATE: 7/20/2023			NUMBER DATE REVISED BY DESCRIPTION

Current Zoning



K2050 Future Land Use Strategic Catalyst Area 4



From: [Lynn Miller](#)
To: Planning Division
Subject: [EXTERNAL] Planning and Zoning Commission Public Hearing, 10/5/2023 4:00 pm, Case PZ-2023-10 and PZ-2023-11 (zones R-1A to C-2 on Lots 1-3, Block 25, Westland)
Date: Wednesday, October 4, 2023 9:28:56 AM

To Drew Paxton, AICP, Director of Planning & Development

My name is Lynn Miller. I am the owner of the property at 519 Florence St, Kerrville, TX 78028. I am not able to attend tomorrow's hearing per the subject line as I am having surgery in Austin.

I am vehemently opposed to the change in zoning requested from a residential zone to a commercial/residential zone.

I bought this property in 2017 in good faith in this residential zone and have spent a significant amount of money improving it in preparation for retirement. I retired in April of this year.

I was told that the builder pursuing the zone change is seeking to build/expand his garage 40 feet in order to accommodate equipment used in his business located just across the alley next door to me. I was told he cannot expand his garage without changing the zoning.

This change is not benign. I fear it will eventually open up the opportunity for this builder and others to the commercial re-development of my fairly quiet residential neighborhood.

This will have an adversely negative impact on the value of my property and hurt me financially. It will definitely change the nature of the neighborhood negatively. In addition, there are more than a dozen residential properties that will also be affected in the same manner.

It is wrong for one person to change a nice residential neighborhood and impact the people living in it in order to accommodate expansion of one business.

Kindly take these concerns into consideration. Thank you.

Sincerely,

Lynn Miller



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

SUBJECT:

Resolution No. 40-2023. A Resolution granting a Conditional Use Permit to authorize a Dwelling Single-Family detached with Accessory Dwelling Unit on the property consisting of Lot 13, Block 3, Methodist Encampment Addition; more commonly known as 1312 Cedar Dr.; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to certain conditions and restrictions contained herein.

AGENDA DATE OF: December 12, 2023 **DATE SUBMITTED:** December 1, 2023

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Proposal: A resolution to allow a Conditional Use Permit for an Accessory Dwelling Unit on Methodist Encampment Block 3, Lot 13; and more commonly known as 1312 Cedar Dr. (Case No. PZ-2023-14)

The applicant is requesting a Conditional Use Permit (CUP) to build an Accessory Dwelling Unit (ADU) for an elderly relative in an R-1 Single-Family Residential neighborhood. Code requires a CUP for an ADU to be permitted in an R-1 zoning district. The elderly relative has health issues that require daily assistance and having an ADU on property would allow for independence and daily family care.

In addition, if the CUP is approved, the applicant will also be asking the Zoning Board of Adjustment (ZBA) to increase the maximum ADU size from 50% of the main house (approximately 600 SF) to 75% of the main house (approximately 900 SF). The main house

is shown to be 1,210 SF. The attached plans show both the 50% building footprint and 75% building footprint for reference. The approval of this CUP would allow ZBA to approve the increased ADU size from 50% to 75% without the CUP having to come back to P&Z for an amendment. Both sizes of ADU would meet minimum building setback requirements. Please see attached plans.

Procedural Requirements: The City, in accordance with state law, mailed 34 letters on 10/19/2023 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 10/12/2023. In addition, public hearing notification signs were posted on the property frontage on 10/20/23. At the time of drafting this agenda bill, no public comments in opposition to the request had been received. Applicant submitted signatures from 17 neighbors in favor of the CUP. Please see attached.

Staff Analysis and Recommendation

Consistency with the Kerrville 2050 Comprehensive Plan: The property is designated as Transitional Residential (TR). Transitional Residential areas support a variety of housing types in a compact network of complete, walkable streets that are easy to navigate by car, bike, or on foot. Housing types can include small-lot, single-family detached homes, patio homes, townhomes, duplexes, condominiums, or apartments. As such, and based on the existing surrounding residential zoning, the request for an Accessory Dwelling Unit in this location is consistent with the K2050 Plan.

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-1 Single-Family Residential

Existing Land Uses: Residential

Direction: North

Current Zoning: R-1 Single-Family Residential

Existing Land Uses: Residential

Direction: South

Current Zoning: R-1 Single-Family Residential

Existing Land Uses: Residential

Direction: West

Current Zoning: R-1 Single Family Residential

Existing Land Uses: Residential

Direction: East

Current Zoning: R-1 Single-Family Residential

Existing Land Uses: Residential

Thoroughfare Plan: The subject property is located on a residential street so there is no impact on the thoroughfare system.

Traffic Impact: No traffic impact is anticipated.

Parking: Approval of a CUP for an Accessory Dwelling Unit (ADU) requires two additional off-street parking spaces. The subject property can accommodate the additional parking.

Recommendation: Because the Conditional Use Permit request is consistent with the Kerrville 2050 Comprehensive Plan, will not change the underlying residential zoning, and the proposed Accessory Dwelling Unit will meet setback and off-street parking requirements for both proposed site plans, staff recommends approval with consideration and inclusion of the following proposed conditions:

Accessory Dwelling Unit (ADU) – Conditions of Approval

- A. **Site Plan:** The development and use of the property shall generally conform to the site plans showing a 600 SF ADU and an alternate 900 SF ADU.
- B. **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.

On November 2nd, the Planning and Zoning Commission recommended the case for approval with a unanimous vote.

RECOMMENDED ACTION:

Approve Resolution No. 40-2023.

ATTACHMENTS:

[20231212_Reso 40-2023 CUP 1312 Cedar Dr.pdf](#)
[20231212_Current Zoning Map 1312 Cedar.pdf](#)
[20231212_K2050 Future Land Use Map 1312 Cedar.pdf](#)
[20231212_Signatures and Letters - in favor support.pdf](#)

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 40-2023

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO
AUTHORIZE A DWELLING, SINGLE-FAMILY DETACHED
WITH ACCESSORY DWELLING UNIT ON THE PROPERTY
CONSISTING OF LOT 13, BLOCK 3, METHODIST
ENCAMPMENT ADDITION; MORE COMMONLY KNOWN AS
1312 CEDAR DR.; SAID PROPERTY IS LOCATED WITHIN A
SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1); AND
MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS
AND RESTRICTIONS CONTAINED HEREIN**

WHEREAS, the owner of the property known as 1312 Cedar Dr. and depicted on the location map at **Exhibit A** (the “Property”), being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit (“CUP”) to authorize a dwelling, single-family detached with (an) accessory dwelling 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 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 of property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Commission recommends that City Council grant the CUP applied for and referenced herein, subject to the special conditions and restrictions set out hereinafter on 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, 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 Dwelling, Single-Family Detached with Accessory Dwelling Unit 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: Lot 13, Block 3, Methodist Encampment Addition, and being depicted on the location

map at **Exhibit A**.

Address: 1312 Cedar Dr., 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. Site Plan:** The development and use of the Property shall conform to the site plan attached as **Exhibit B**.
- B. Accessory Dwelling Unit:** In compliance with the Zoning Code, the accessory dwelling unit i) shall not exceed the maximum allowable square footage; ii) shall comply with the applicable set back restrictions.
- C. 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.

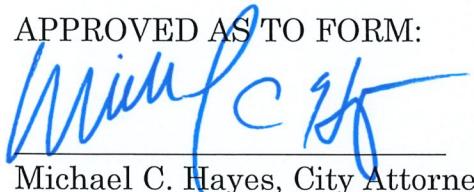
SECTION FIVE. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect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

SECTION SIX. This Resolution is effective upon adoption.

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

Judy Eychner, Mayor

APPROVED AS TO FORM:

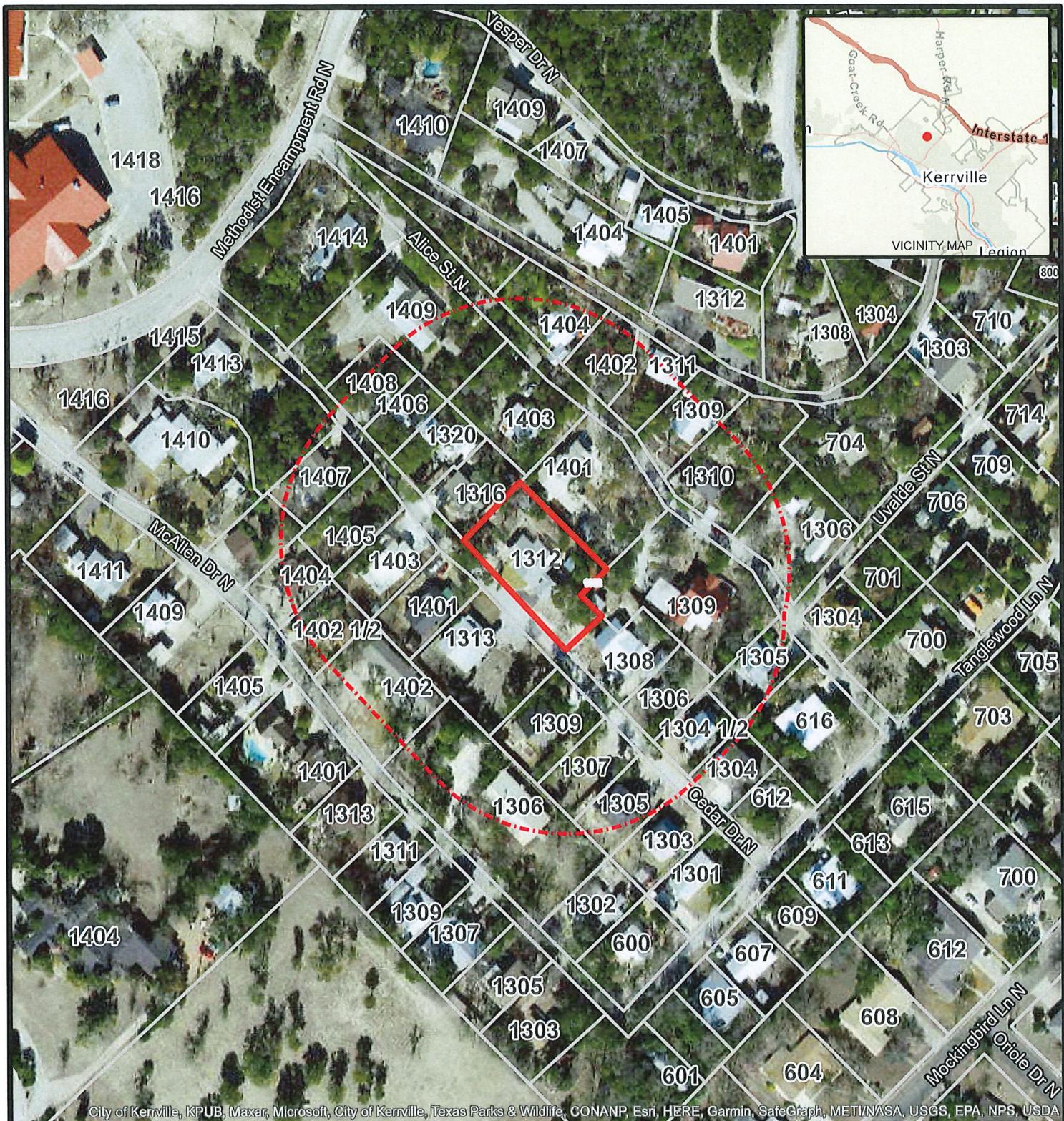


Michael C. Hayes, City Attorney

ATTEST:



Shelley McElhannon, City Secretary



Location Map

Case # PZ-2023-14

Location:

1312 Cedar Dr N

Legend

- Subject Properties
- 200 Feet Notification Area

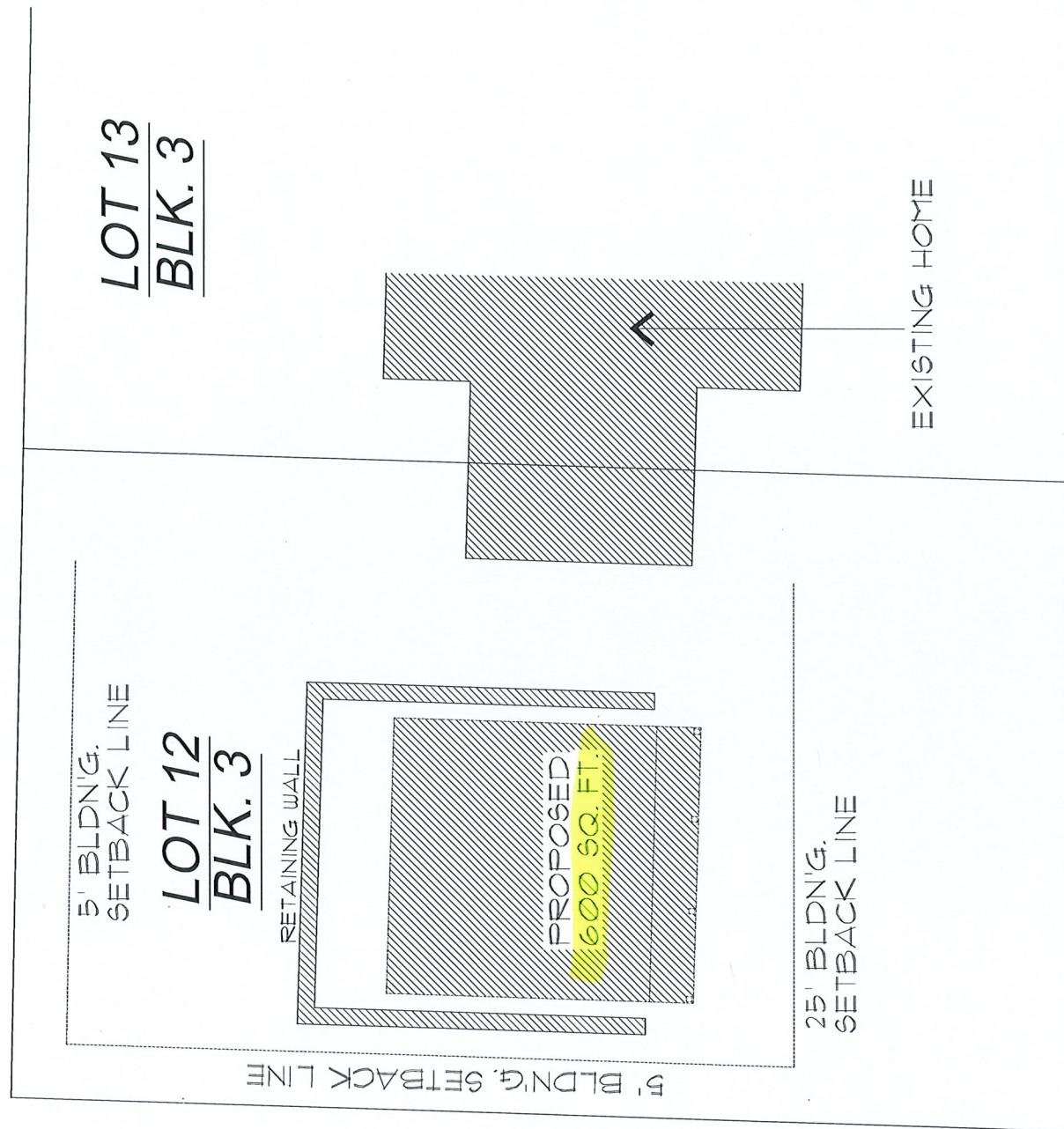


10/09/2023

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Scale In Feet

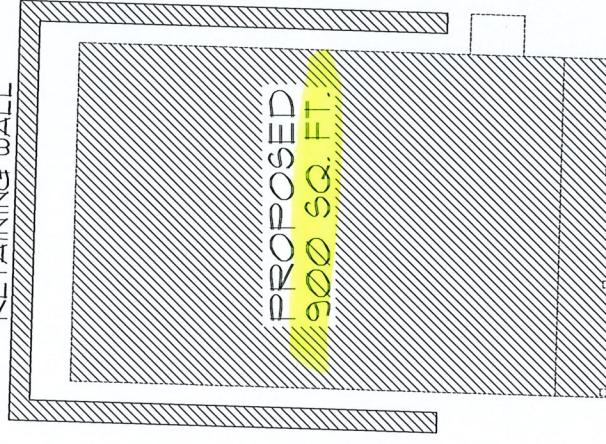
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative locations.



5' BLDNG. SETBACK LINE

LOT 12
BLK. 3

RETAINING WALL



25' BLDNG. SETBACK LINE

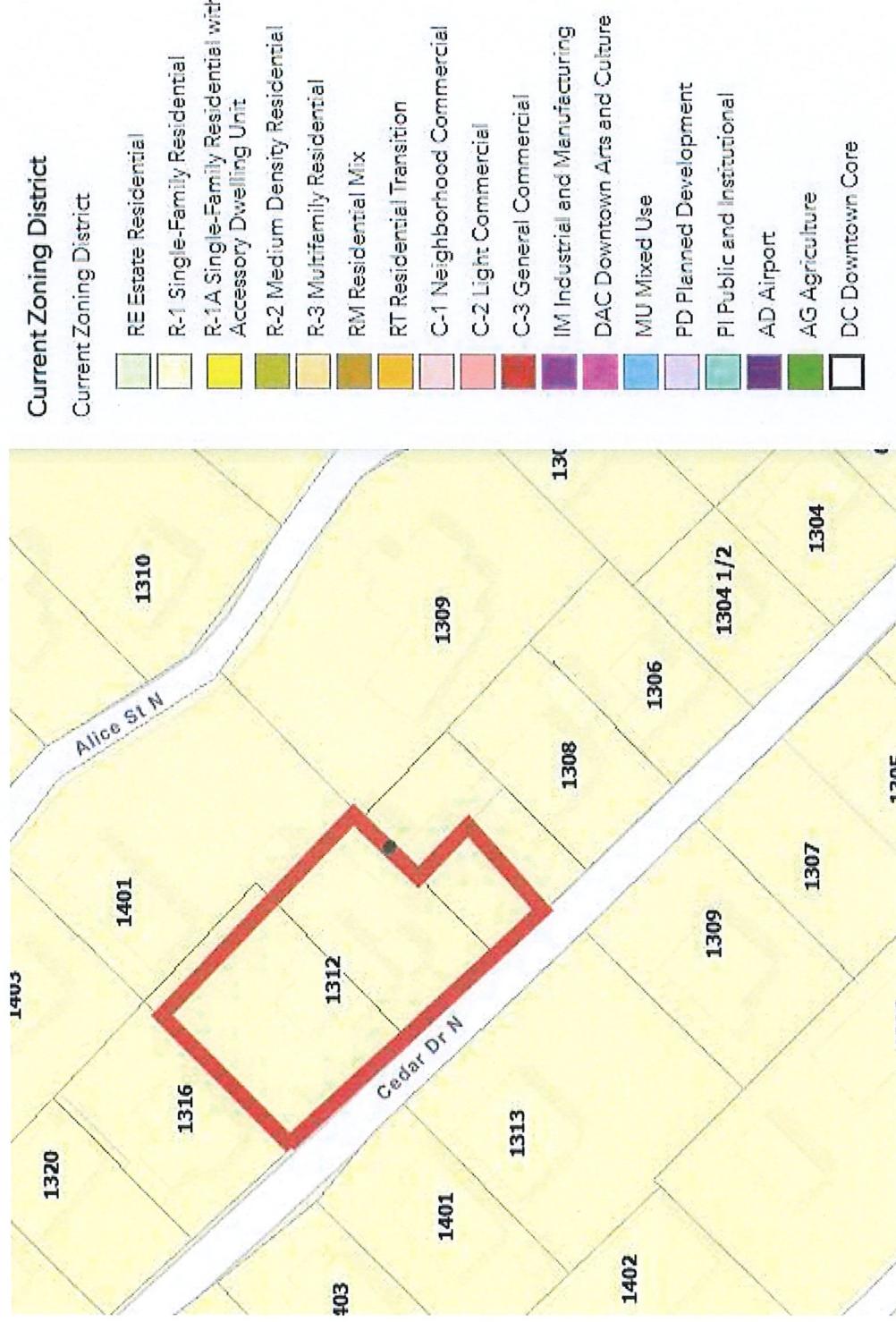
LOT 13
BLK. 3



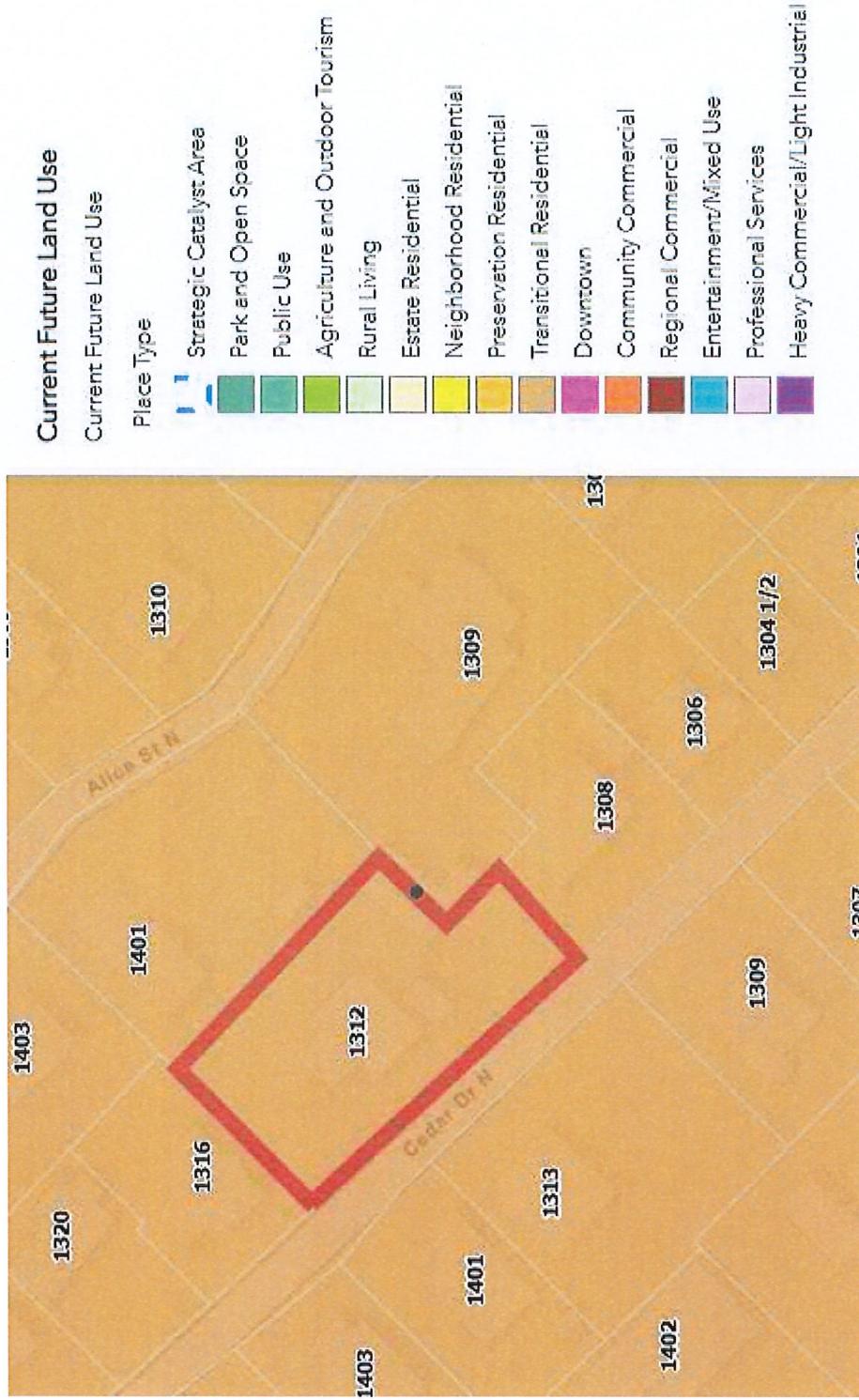
EXISTING HOME



Current Zoning for 1312 Cedar Drive – R-1 Single-Family Detached



K2050 Future Land Use – 1312 Cedar Drive - Transitional Residential (TR)

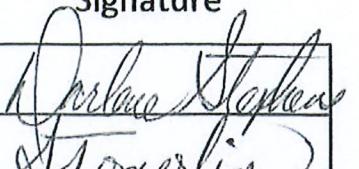
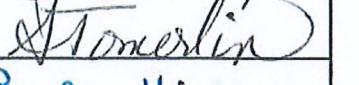
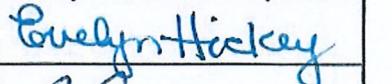
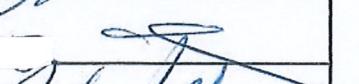
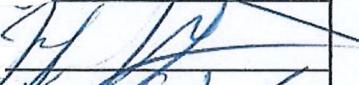
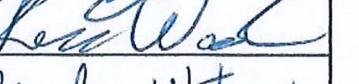
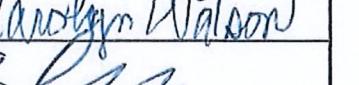
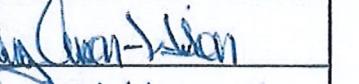
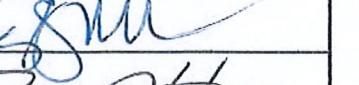
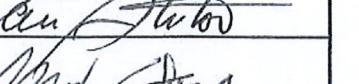
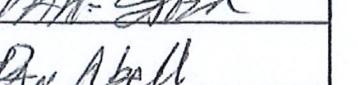
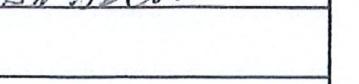


To: Planning & Zoning Commission - City of Kerrville

From: James Hatch 1312 Cedar Dr, Kerrville, TX 78028 Cell #

Neighbors Contacted and Support the Project for my mother-in-laws home

The Application for Conditional Use Permit (CUP for an Accessory Dwelling Unit
within the R-1 Single-Family Residential zoning district.

Name	Address	Contact Information	Signature
DARLENE Stephens	1314 Cedar Dr	.....
Suzanne Tomerlin	1313 Cedar Dr	.....
Evelyn Hickey	1409 Alice St.	.....
Steve Wagner	1413 Cedar	.....
Wayne Laribter	1301 Cedar	.....
Tom Edrle	609 Tanglewood	.....
Jeff Hardy	611 Tanglewood	.....
KEN WADE	616 Tanglewood Lane	.....
Carolyn Watson	1309 ALICE ST.	.....
Brandon Henry	1401 Alice St.	.....
DARLENE Collazo	1305 Cedar Drive	.....
Kirsten Talbot	409 Tanglewood Lane	.....
Trinay Ameson-Wilson	1403 Cedar Dr	.....
Lizi Riley	1309 Cedar Dr.	.....
Pat Snorta	710 UVALDE ST	.....
MARK STONE	903 Tanglewood	.....
DAN ABELL	1401 Cedar Dr	.....

From: [James Graham](#)
To: [Planning Division](#)
Subject: [EXTERNAL] CASE PZ-2023-14
Date: Tuesday, October 24, 2023 8:34:38 AM

James Graham
1403 Alice Street
Kerrville, Tx. 78028

Good morning,

My name is James Graham and I own the property at 1403 Alice in Kerrville, Texas. The following response is to a letter I received concerning a conditional use permit for an accessory dwelling unit located adjacent to my property at 1312 Cedar Drive; specifically CASE PZ-2023-14. I would like to express that I am IN SUPPORT of granting the variance and allowing the construction of the proposed structure.

Thank You,
James Graham

From: [linda](#)
To: [Drew Paxton](#)
Subject: [EXTERNAL] CUP in Methodist Encampment
Date: Friday, October 13, 2023 9:54:38 AM

Good Morning Drew,
I wanted to support our neighbors request for a CUP. Is it correct to send this to you or should I write to someone else?
Thank you, Linda Stone

Case # PZ-2023-14
1312 Cedar Drive
Conditional Use permit for an accessory Dwelling

We resided in Methodist encampment. We Support the request of our neighbor to build an accessory dwelling on his property at 1312 Cedar Drive.

Mark and Linda Stone
903 Tanglewood Lane
Kerrville, Texas 78028



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

SUBJECT: Resolution No. 42-2023. A Resolution granting a Conditional Use Permit to authorize a Dwelling, Single-Family detached with Accessory Dwelling Unit on the property consisting of Lot 19, Block 4, Highlands Addition; more commonly known as 505 East Lane; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to certain conditions and restrictions contained herein.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** December 1, 2023
2023

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Proposal: A resolution to allow a Conditional Use Permit for an Accessory Dwelling Unit on Highlands Block 4, Lot 19; and more commonly known as 505 East Ln. (Case No. PZ-2023-15)

The applicant is requesting a Conditional Use Permit (CUP) to build an Accessory Dwelling Unit (ADU) in an R-1 Single-Family Residential neighborhood. Code requires a CUP for an ADU to be permitted in an R-1 zoning district. Applicant intends to use the ADU as a long term rental until retirement, at which time it will become the applicant's primary residence. Existing residence is approximately 1,116 SF and proposed ADU is approximately 512 SF. This meets the 50% ratio for an ADU. See attached site plan.

Procedural Requirements: The City, in accordance with state law, mailed 13 letters on 10/19/2023 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 10/12/2023. In addition, public hearing notification signs were posted on the property frontage on 10/20/23. At the time of drafting this agenda bill, no public comments

had been received.

Staff Analysis and Recommendation

Consistency with the Kerrville 2050 Comprehensive Plan: The property is designated as Neighborhood Residential (NR). The primary land use for NR is single-family detached homes. Secondary land uses include civic and institutional uses, parks, open space, small amounts of neighborhood-serving retail and office in carefully chosen locations. As such, and based on the existing surrounding residential zoning, the request for an Accessory Dwelling Unit in this location is consistent with the K2050 Plan.

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-1 Single-Family Residential

Existing Land Uses: Residential

Direction: North, South, West

Current Zoning: R-1 Single-Family Residential

Existing Land Uses: Residential

Direction: East

Current Zoning: PI Public and Institutional

Existing Land Uses: Mount Wesley Conference Center

Thoroughfare Plan: The subject property is located on a residential street so there is no impact on the thoroughfare system.

Traffic Impact: No traffic impact is anticipated.

Parking: Approval of a CUP for an Accessory Dwelling Unit (ADU) requires two additional off-street parking spaces. The subject property can accommodate the additional parking.

Recommendation: Because the Conditional Use Permit request is consistent with the Kerrville 2050 Comprehensive Plan, will not change the underlying residential zoning, and the proposed Accessory Dwelling Unit will meet setback, size, and off-street parking requirements, staff recommends approval with consideration and inclusion of the following proposed conditions:

Accessory Dwelling Unit (ADU) – Conditions of Approval

- A. Site Plan:** The development and use of the property shall generally conform to the site plan.
- B. 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.

On November 2nd, the Planning and Zoning Commission recommended the case for approval with a unanimous vote.

RECOMMENDED ACTION:

Approve Resolution No. 42-2023.

ATTACHMENTS:

[*20231212_Reso 42-2023 CUP 505 East Ln.pdf*](#)
[*20231212_Current Zoning 505 East Ln.pdf*](#)
[*20231212_K2050 Future Land Use 505 East Ln.pdf*](#)
[*20231212_Letter opposed Barecky 505 East Ln.pdf*](#)

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 42-2023

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO
AUTHORIZE A DWELLING, SINGLE-FAMILY DETACHED
WITH ACCESSORY DWELLING UNIT ON THE PROPERTY
CONSISTING OF LOT 19, BLOCK 4, HIGHLANDS ADDITION;
MORE COMMONLY KNOWN AS 505 EAST LANE; SAID
PROPERTY IS LOCATED WITHIN A SINGLE-FAMILY
RESIDENTIAL ZONING DISTRICT (R-1); AND MAKING SAID
PERMIT SUBJECT TO CERTAIN CONDITIONS AND
RESTRICTIONS CONTAINED HEREIN**

WHEREAS, the owner of the property known as 505 East Ln. and depicted on the location map at **Exhibit A** (the “Property”), being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit (“CUP”) to authorize a dwelling, single-family detached with (an) accessory dwelling 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 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 of property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Commission recommends that City Council grant the CUP applied for and referenced herein, subject to the special conditions and restrictions set out hereinafter on 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, 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 Dwelling, Single-Family Detached with Accessory Dwelling Unit 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: Lot 19, Block 4, Highlands Addition,
and being depicted on the location map at **Exhibit A**.

Address: 505 East Ln., 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. Site Plan:** The development and use of the Property shall conform to the site plan attached as **Exhibit B**.
- B. Accessory Dwelling Unit:** In compliance with the Zoning Code, the accessory dwelling unit i) shall not exceed the maximum allowable square footage; ii) shall comply with the applicable set back restrictions.
- C. 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.,
2023.

Judy Eychner, Mayor

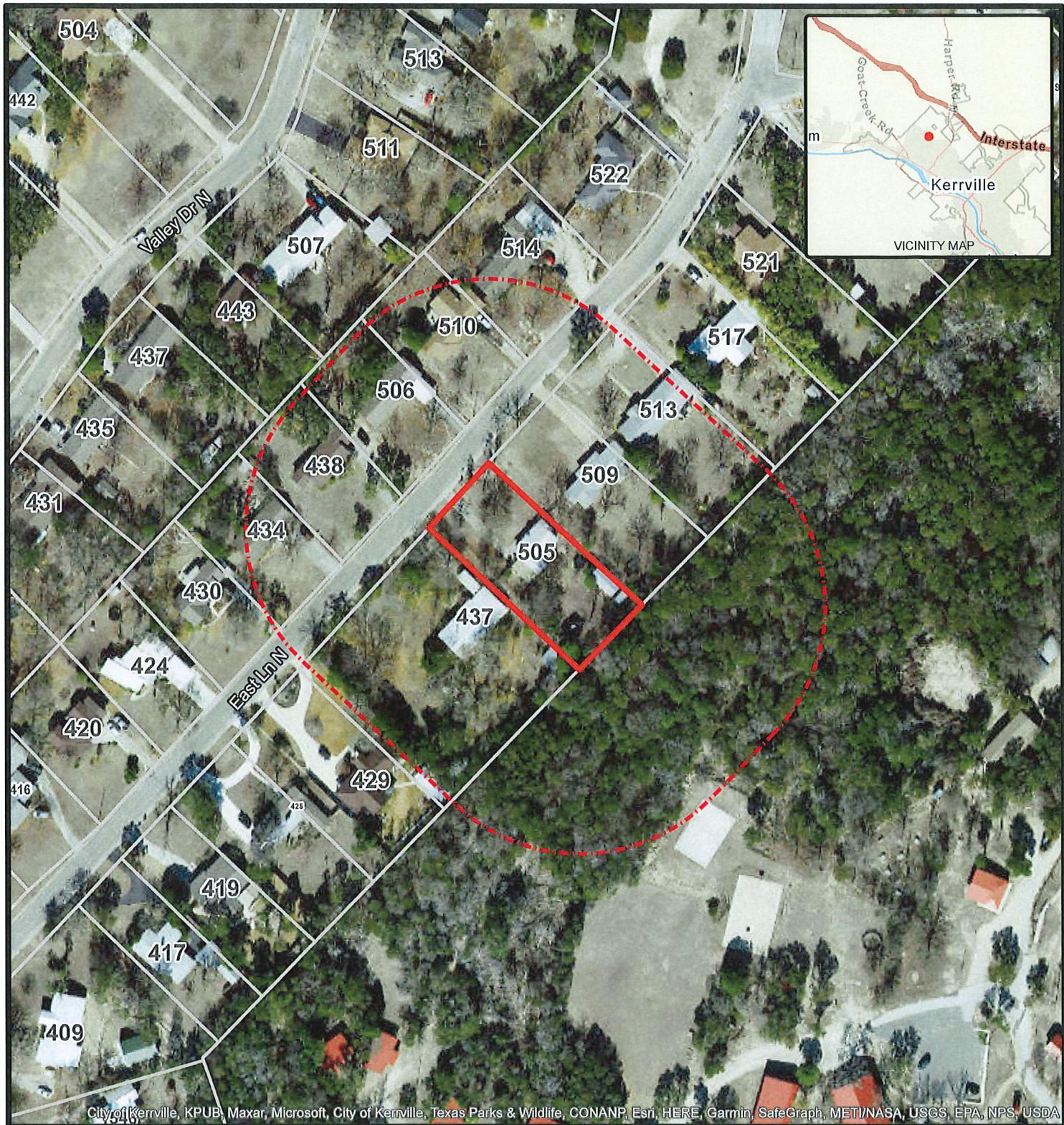
APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Location Map

Case # PZ-2023-15

Location:

505 East Ln N

Legend

- Subject Properties
- 200 Feet Notification Area



10/09/2023

0 50 100 200

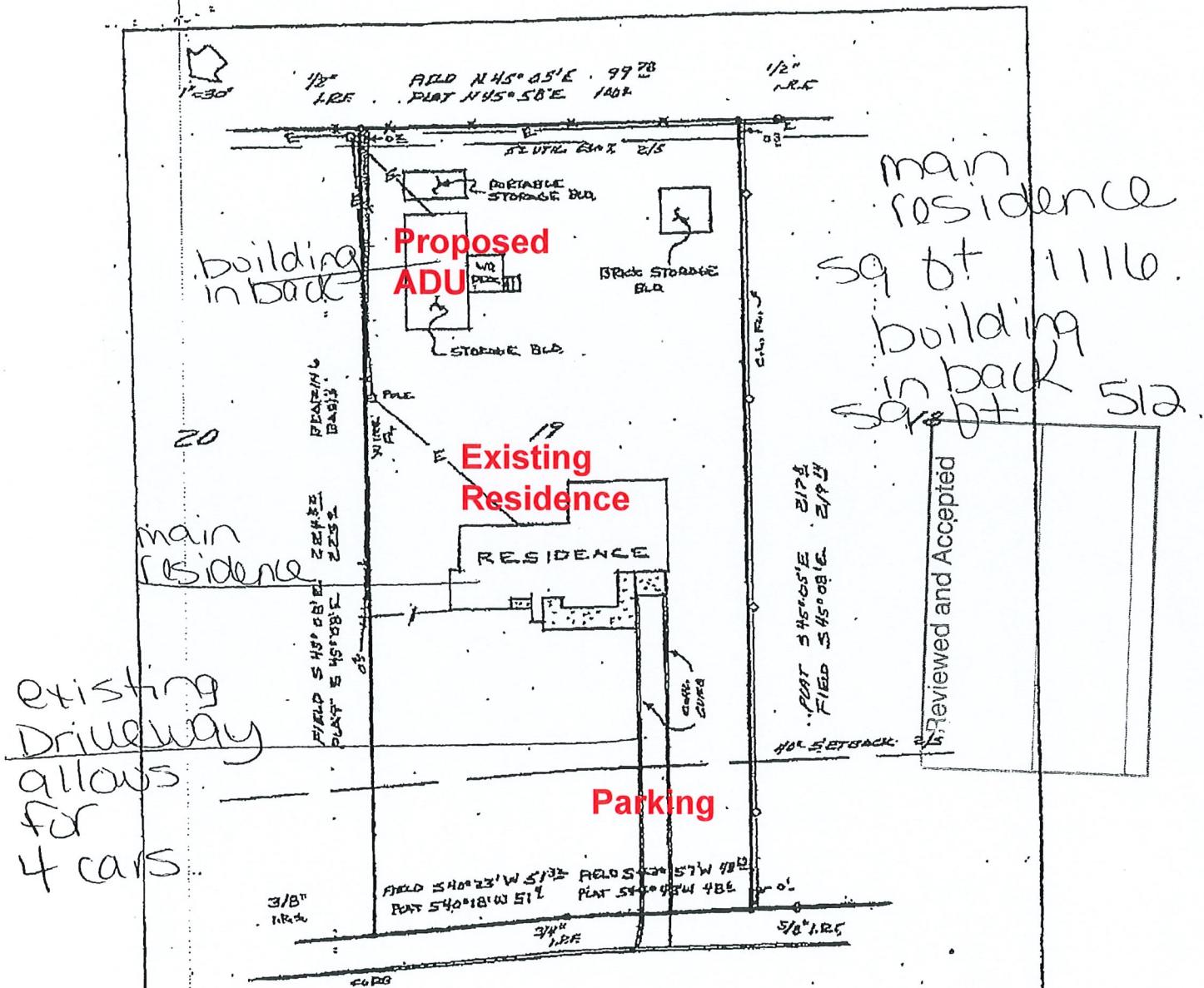
Scale In Feet

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

10/08/2008 09:27 FAX

30 885 7772

0002/002



Resnickova: Vol. 2, Pg 5 from Records.

Lot 19, Block 4, The Highlands, recorded in Vol. 2, Pg. 5, Plat Records of Kerr County, Texas.
Street Address: 505 East Leno
Buyer: Patricia J. Lubis

Survey for Floodplain Abstract & Title Co., reference GPM010837F
The above referenced property, as plotted on my map, is located in Zone X according to the National Flood Insurance Program as defined by F.E.M.A., Fort Worth, Texas, Flood Hazard Boundary Map Number 41265001705, dated July 19, 2001.
Zone A = 100 year flood zone. Zone X = determined to be outside 500 year flood

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THAT PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY AND THAT THERE ARE NO OTHER SURVEYS OR RECORDS OF RECORDS OF BOUNDARIES OF AFOREMENTIONED PROPERTY AND THAT ALL WILDFOWLS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS SHOWN ABOVE.

T. CARFALL LAND SURVEYOR
Registered Professional Land Surveyor
P.O. Box 291566
Kerrville, Texas 78029-1566
1-800-435-1360

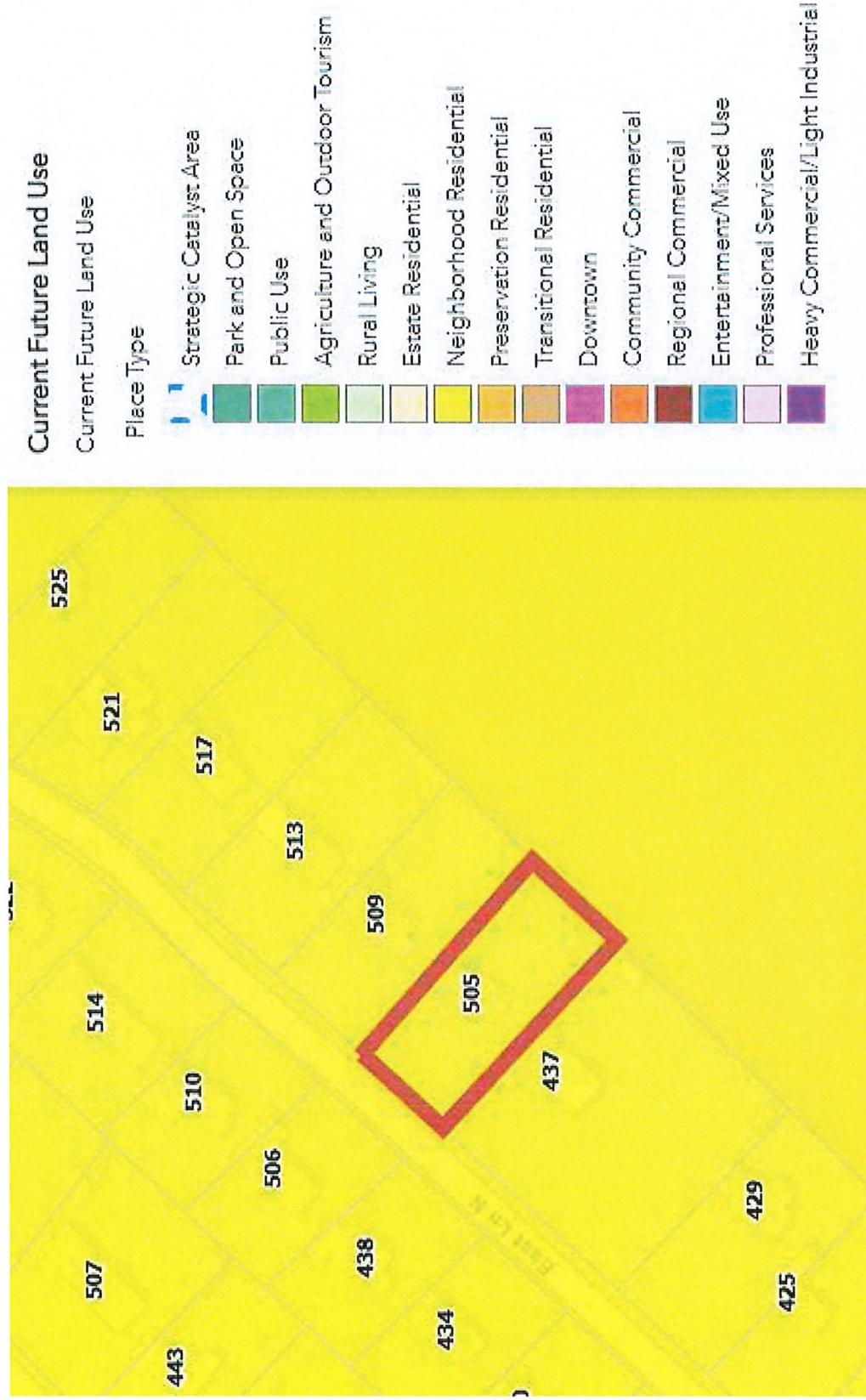
~~Thomas Cabil~~ 2006
Texas Reg. No. 4067

Date 10/10/03

Current Zoning – 505 East Lane – R-1 Single-Family Residential



K2050 Future Zoning – 505 East Lane – Neighborhood Residential (NR)



After consulting family members involving our property since summer 1960 I am in opposition to the proposal of case PZ-2023-15 (505 East Lane) belonging to Jenny and Penny Pierce who also own and reside at 434 East Lane.

Have six hens since 2016 ~~and~~ and the dwelling is parallel to the chicken compound in the far east corner of our backyard & will also light up our three back bedrooms also. The said dwelling's front side faces our yard.

There is a noise factor already involved with:
(1) a garage converted into living space with a tiered deck (0 10 feet from shared fence line)
running across the back of the house, (2) large above ground swimming pool and (3) large enclosed trampoline in the middle of the back yard.

I feel that a "second residence" will only compound mentioned concerns.

Sincerely,
Bonnie Marie Barecky (Life Estate)
437 East Lane
Kerrville, Texas 78028-2811

Case PZ-2023-15



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

SUBJECT:

Ordinance No. 2023-31, second reading. An Ordinance amending Ordinance No. 2003-08, which created a Planned Development District on an approximate 798.7 acre tract of land generally located northeast of the intersection of State Highway 16 and Interstate Highway 10; said amendments to update the concept plan and the land use table included within Ordinance No. 2003-08, to combine various residential lot sizes into a single area (parcel), and to alter the layout of the golf course area and commercial areas; establishing a penalty and effective date; and providing other matters relating to the subject.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** November 22, 2023
2023

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? Yes

Key Priority Area H - Housing

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Proposal: Amend the Planned Development District (Zoning) District Ordinance 2003-08 ("PDD") by re-arranging several commercial areas and varying residential lot sizes from the original PDD Concept Plan. The amendments also modernize some of the development requirements to align with the current zoning code, as described below.

Procedural Requirements: The City, in accordance with state law, mailed 27 letters on 9/21/2023 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 9/14/2023. In addition, public hearing notification signs were posted on the property frontage on 9/22/23. At the time of drafting this agenda bill, no written public comments have been received.

Staff Analysis and Recommendation

Consistency with the Kerrville 2050 Comprehensive Plan: A portion of the property and surrounding area are within Strategic Catalyst Area #6 (see attached map), which focuses on the Interstate Highway 10 and State Highway 16 intersection.

"This area, bisected by Interstate 10, features a number of amenities close to the exit ramps, particularly regional and community-serving commercial businesses. Expansive residential and industrial uses are notably present in the northwestern quadrant of the area.

Defining Characteristics: SCA 6 is centered around the I-10/SH 16 intersection. This corridor functions as the premiere gateway to the community for visitors. Quinlin Creek is located here and unique topography is present on all sides.

Allowable Place Types: Rural Living, Neighborhood Residential, Preservation Residential, Transitional Residential, Regional Commercial, Agriculture and Outdoor Tourism

Place Type Distinctions: Regional Commercial place types are suitable close to the primary intersection. Transitional Residential housing is appropriate close to major roadways while Preservation Residential, Neighborhood Residential, and Rural Living place types are more suited to topographically challenging areas. Maintenance of the iconic hills and creeks is paramount." (Kerrville 2050, pg. 66)

The existing PDD is generally consistent with the Future Land Use Plan and the goals contained within the Kerrville 2050 Plan. Since the proposed PDD amendments do not make any substantive changes to the allowable land uses or the land use layout on the concept plan, the request is consistent with the Kerrville 2050 Plan.

Summary: As stated, the proposed amendments are largely consistent with the previously approved PDD. The overall density of the development is commensurate with the original concept plan. The number of residential units matches the original concept plan. The new concept plan blends the various residential lot sizes throughout the development rather than isolating each lot size in individual blocks as the previous plan proposed. The golf course design is more aligned with the actual topography. The applicant has redesigned some of the golf course holes. The commercial site boundaries have been adjusted to fit the amended golf course payout, although the overall acreage of the commercial is similar. The new concept plan includes a minor addition of 4.43 acres (Parcel 14) for commercial use, set within the neighborhood. A portion of the large one acre lots have been removed and replaced with more traditional sized lots and multi-family, however, the total number of residential units (438) remains the same.

The land use table has been updated from the previous zoning code reference to the current zoning code. The setbacks and screening requirements have also been updated to the current code standards, for example, the larger residential lots will now have a 25 foot front setback instead of 45 feet. The signage standards also reference the current sign code with the exception that the hotel site is allowed one off-premise sign on the nearby commercial site that will not count against the commercial site's signage (Parcel 1.2 or Parcel 2). As per the proposed PDD, the developer must bring a final sign package back to the Planning and Zoning Commission for final approval.

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: PDD (Zoning) Ordinance 2003-08 (attached)

Existing Land Uses: Vacant land

Direction: North

Current Zoning: N/A (outside City's limits)

Existing Land Uses: Residential

Direction: South

Current Zoning: N/A (outside City's limits)

Existing Land Uses: I-10 and vacant land

Direction: East

Current Zoning: N/A (outside City's limits)

Existing Land Uses: Vacant land

Direction: West

Current Zoning: PDD Zoning Ordinance 20-05

Existing Land Uses: USDA Facility

Thoroughfare Plan: The property has access to Highway 16, Fredericksburg Road, a principal arterial.

Traffic Impact: To be determined upon subdivision (plat) approval.

Parking: To be determined upon development and building plan application.

Recommendation: Based on the consistency with the Kerrville 2050 Plan and the similar density and land uses from the original PDD, staff recommends approval of the amendments specified within Ordinance No. 2023-31, which will amend Ordinance No. 2003-08.

On October 5th, the Planning and Zoning Commission recommended the zoning amendments for approval with a unanimous vote.

On November 14, 2023, the City Council unanimously approved Ordinance No. 2023-31 first reading.

UPDATE:

Following the City Council's first reading, the applicant and the adjoining neighborhood representatives met and worked through the concerns. The applicant is providing an updated site plan accordingly.

RECOMMENDED ACTION:

Approve Ordinance No. 2023-31 on second reading.

ATTACHMENTS:

20231212_Ord 2023-31 Zone change PDD Hwy16 & I10, 2nd reading.pdf
20231212_Whsiskey Springs Concept Plan_UPDATED.pdf

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2023-31**

**AN ORDINANCE AMENDING ORDINANCE NO. 2003-08, WHICH
CREATED A PLANNED DEVELOPMENT DISTRICT ON AN
APPROXIMATE 798.7 ACRE TRACT OF LAND GENERALLY
LOCATED NORTHEAST OF THE INTERSECTION OF STATE
HIGHWAY 16 AND INTERSTATE HIGHWAY 10; SAID
AMENDMENTS TO UPDATE THE CONCEPT PLAN AND THE
LAND USE TABLE INCLUDED WITHIN ORDINANCE NO. 2003-
08, TO COMBINE VARIOUS RESIDENTIAL LOT SIZES INTO A
SINGLE AREA (PARCEL), AND TO ALTER THE LAYOUT OF
THE GOLF COURSE AREA AND COMMERCIAL AREAS;
ESTABLISHING A PENALTY AND EFFECTIVE DATE; AND
PROVIDING OTHER MATTERS RELATING TO THE SUBJECT**

WHEREAS, on March 25, 2003, City Council approved Ordinance No. 2003-08 to create a Planned Development (Zoning) District ("PDD") on an approximate 798.7 acre tract of land, generally located northeast of the intersection of State Highway 16 and Interstate Highway 10 (the "Property"), to allow for a mixed use development with both residential and commercial uses, to include both a hotel and golf course, such development subject to a concept plan and land use table applicable to the PDD; and

WHEREAS, a representative of the owner of the Property has requested that the City Council amend the PDD to in part, update the concept plan and land use table to align with the City's current Zoning Code (Ch. 60, Code of Ordinances); and

WHEREAS, the Planning and Zoning Commission and City Council, in compliance with the laws of the State of Texas and the ordinances of the City of Kerrville, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, City Council, in the exercise of its legislative discretion, has concluded that the Zoning Code should be amended as provided herein;

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

SECTION ONE. Ordinance No. 2003-08 is amended as follows with deletions indicated by red, strikeout (~~deleted~~) and additions indicated by blue, underline (addition) as follows:

"SECTION TWO.

A. Planned Development District Areas: The Planned Development District shall be generally divided into ~~18~~ 17 areas for purposes of establishing the use and development regulations for each tract, said divisions being substantially as shown on **Exhibit "B,"** attached hereto and incorporated herein by reference. References in this Ordinance to **"Area #R", "Area #C", "Parcel #"** or other specified areas, shall mean those enumerated area as indicated on **Exhibit "B."**

B. Residential Area Development Regulations: ~~Areas 1R, 2R, 3A-R, 3B-R, 3C-R, 4R, 5R, 6A-R, 6B-R, and 6C-R~~ Parcels 4, 7-13, 15, and 17 (sometimes collectively referred to herein as "the Residential Areas") shall be developed in accordance with the following regulations:

- 1. Permitted and Conditional Uses:** The Residential Areas may only be developed and used for the following purposes:
 - a. All of the Residential Areas may be developed with Dwellings, Single Family Detached and/or zero-lot line Dwellings. All residential areas may have a mix of lot sizes in accordance with the Concept Plan.
 - b. ~~Areas 1R and 2R may be developed with zero-lot line Dwellings, Single Family Detached~~ Parcel 8 may include multi-family residential pursuant to the Concept Plan.
 - c. ~~Areas 6A-R, 6B-R, and 6C-R~~ All lots 1 acre or more may be developed with Dwellings, Single Family Detached with one attached or detached apartment subject to the following conditions:
 - i. The apartment may not be larger than one-half the floor area of the main house, excluding the area of any garage or carport attached to the apartment;
 - ii. The property shall be developed with three (3) or more off-street parking spaces; and
 - iii. The apartment shall comply with the provisions of Paragraph B.2, below, as if it were the main structure and not an accessory building.
 - d. Property within the Residential Areas may be developed with an Elementary School ~~upon approval of a Conditional~~

~~Use Permit pursuant to Art. 11 I 13 of the Code of Ordinances.~~

e. ~~Notwithstanding the prohibitions of Article 11 I 4 (g.) of the Code of Ordinances, pedestrian~~ Pedestrian and golf cart access to the Golf Course Area may emanate from and cross properties developed in the Residential Areas.

2. **Lot Area, Lot Width, Building Height, and Setback Regulations:** No lot in the Residential Areas shall exceed 4.5 acres in area unless such lot is developed in such a manner as to be served by public water and sanitary sewer. The minimum lot area, minimum lot width, maximum building height, and minimum building setback for properties located in the Residential Areas shall be in accordance with the following table:

Development Standard	<u>All Residential Areas</u>			
	1R & 2R	3A-R, 3B-R, 3C-R & 4R	5R	6A-R, 6B-R, & 6C-R
Minimum Lot Area (square feet)	4,000	13,500	20,000	43,560
Minimum Lot Width (linear feet)	Zero-lot line development = 40	80	100	150
	Not zero-lot line development = 50			
Maximum Building Height (linear feet)	40	50	50	50
Front Yard Setback (linear feet)	First Floor = 15	<u>30-25</u>	<u>35-25</u>	<u>45-25</u>
	Above First Floor = 20			
Front Yard Setback of garage entry (linear feet)	Front entry garage = 20	<u>30-25</u>	<u>35-25</u>	<u>45-25</u>
	Side entry garage = 15			
Rear Yard Setback (linear feet)	15	<u>30-25</u>	<u>35-25</u>	<u>35-25</u>
Side Yard Setback-not a corner lot or zero lot line development (linear feet)	5	<u>15-5</u>	<u>15-5</u>	<u>17-5</u>
Side Yard Setback- corner lot other than zero lot line development (linear feet)	15	25	25	25

Side Yard Setback for non-zero lot line side of zero lot line development (linear feet)	Corner lot = 10	N/A	N/A	N/A
	Not corner lot = 15			

⋮

4. **Landscaping:** Landscaping of properties in the Residential Areas shall comply all landscaping regulations for residential properties adopted by the City and in effect at the time of filing of the application for a building permit for the property being developed and shall comply with the following regulations:

- a. Planting materials planted within the Commercial Areas as described in Exhibit “B”, shall be on the list of recommended plants set forth in the most recent edition of Recommended Plants for the Kerrville Area published by the City at the time of planting; provided, however, no variety of St. Augustine Grass (*Stenotaphrum secundatum* (Walter) Kuntze) may be planted at any location within the property described in Exhibit “B”, above, after the effective date of this Ordinance.
- b. Landscaping shall be waterwise or xeriscape landscaping.
- c. Lots less than 1 acre in size shall be limited to 50% turf grass. Lots 1 acre or more in size shall be limited to 30% turf grass.
- d. Preservation of the native landscape is encouraged.

⋮

C. **Commercial Area Development Regulations:** Areas 1C, 2C, 3A-C, 3B-C and 4C Parcels 1.1, 1.2, 2, 3, 5, 6, 14 (sometimes collectively referred to herein as “the Commercial Areas”) shall be developed in accordance with the following regulations:

⋮

2. **Special Height Regulations:** Notwithstanding Paragraph C.1., above, buildings constructed in Area 4C Parcels 5 and 6 and used for hotel or

professional office purposes may be constructed with a maximum height of 75 feet.

3. **Setback Regulations:** The Commercial Areas shall be developed with the following minimum building setbacks:

- a. Front Yard Setback = ~~50~~ 25 feet.
- b. Rear Yard Setback = 10 feet.
- c. Side Yard Setback (not a corner lot) = ~~10~~ 5 feet.
- d. Side Yard Setback (corner lot) = ~~50~~ 15 feet.

⋮

7. **Development Site Plan Required:** ~~No building permit shall be issued for property in the Commercial Areas unless and until the City's Planning and Zoning Commission and the City Council have approved a development site plan for the property for which such permit is sought in accordance with Art. 11 I 15(e.)(9) of the Code of Ordinances. In addition to the elements required by Art. 11 I 15(e.)(9), the development site plan shall include both a detailed landscape plan that meets the standards of the provisions herein and is prepared by a licensed landscape architect and a detailed irrigation plan which complies with all state and local laws and regulations and is prepared by a licensed irrigator. Each development site plan shall be adopted as and shall constitute an amendment to this Ordinance.~~

8. **Permitted and Conditional Uses:** The uses that are permitted as a matter of right or permitted upon issuance of a conditional use permit in the Commercial Areas are indicated by the letters "P" and "C", respectively, in the ~~following table: Land Use Table as listed for the C-3 (zoning) district. In addition, Parcels 5 and 6 shall be limited to a Hotel, Conference Center, and associated uses.~~

NOTE: *The table following this subsection in Ord. 2003-08 is deleted.*

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12. **Screening of Property:** The owner or developer of property located in the Commercial Areas ~~to be developed with uses in Use Categories 3 through 9, inclusive, as defined in Article 11 I 17(a.) of the Code of Ordinances,~~ shall construct and maintain a screening wall or fence along the boundary of the property that is consistent with Section 60-51(c)(6) of the Code of Ordinances.

- a. abutting property located in the Residential Areas; or
- b. abutting property which is developed with a use in a more restrictive use category, regardless of whether:
 - i. the property being developed and the abutting property are in the same or different zoning districts; or
 - ii. the less restrictive use will occur in a newly constructed building or in an existing building previously used for purposes in a more restrictive use category; or
 - iii. developed with a use in a less restrictive use category than the abutting property and the owner or developer desires to expand such less restrictive use by more than fifty percent of the building or storage area on the property.

13. ~~Type of Screening Required:~~ For purposes of Paragraph C.12., above, the following table will determine whether Type "A" or Type "B" Screening shall be constructed when screening is required:

NOTE: *The table following this subsection in Ord. 2003-08 is deleted.*

14. ~~Type "A" and Type "B" Screening Defined:~~ For purposes of Paragraph C.13. above, the phrases "Type 'A' Screening" and "Type 'B' Screening" shall have the same meaning as set forth in Article 11-I-18 of the Code of Ordinances.

15. ~~Screening on Site Plan:~~ In the event of a conflict between the location and/or construction of screening on an approved development site plan and screening that would otherwise be required by operation of Paragraphs C.12. and C.13. above, the screening requirements set forth on the approved development site plan shall be controlling.

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D. Golf Course Area:

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2. Ancillary Uses:

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b. A pro shop shall be constructed in the Clubhouse Area, either as a separate building or as part of the clubhouse, subject to the following:

- i. ~~The pro shop shall be constructed concurrently with the construction of the golf course.~~
- ii. ~~Play on the golf course may not commence until a certificate of occupancy has been obtained from the City for the pro shop.~~
- iii. If built as a separate structure, the construction of the pro shop shall comply with the building standards set forth in Paragraph F., below.
- iv. The pro shop may ~~not~~ be operated from a temporary structure, ~~manufactured home, modular/industrialized home, trailer, or any facility or structure of any construction~~ located on property not within the Clubhouse Area. Any temporary structure shall be subject to all the City's building and development codes for temporary structures and must receive a permit from the City.

⋮

5. **Outdoor Lighting:** Outdoor lights installed in the Golf Course Area shall comply with Chapter 26, Article X of the Code of Ordinances and shall be located, shielded, and aimed so as not to allow an unshielded light or illumination source to cause glare or direct light to be viewed from any street or adjacent properties. Outdoor lights for golf course driving ranges shall not be used during the period beginning at 10:00 p.m. and ending at 6:00 a.m. the following morning.

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7. **Golf Course and Landscaped areas:** All landscaped areas, including the golf course, shall not be irrigated with potable water.

78. **Landscaping Requirements:** The landscaping in the Clubhouse Area of the Golf Course Area shall comply with the following:

- a. Planting materials planted within the Commercial Areas as described in Exhibit "B", shall be on the list of recommended plants set forth in the most recent edition of Recommended Plants for the

Kerrville Area published by the City at the time of planting; provided, however, no variety of St. Augustine Grass (*Stenotaphrum secundatum* (Walter) Kuntze) may be planted at any location within the property described in Exhibit "B", above, after the effective date of this Ordinance.

- b. Landscaping shall be waterwise or xeriscape landscaping.
- ac. A landscaped edge not less than 25 feet wide, exclusive of street rights-of-way, shall be planted along every street within the Clubhouse Area.

89. **Setback Regulations:** Except for storage and materials buildings as set forth in Paragraph D.3., above, the Golf Course Area shall be developed with the following minimum building setbacks:

- a. Front Yard Setback = ~~50~~ 25 feet.
- b. Rear Yard Setback = 10 feet.
- c. Side Yard Setback (not a corner lot) = ~~10~~ 5 feet.
- d. Side Yard Setback (corner lot) = ~~50~~ 15 feet.

11. ~~No building permit shall be issued for property in the Golf Course Area unless and until the City's Planning and Zoning Commission and the City Council have approved a development site plan for the property for which such permit is sought in accordance with Art. 11-1-15(c.)(9) of the Code of Ordinances. In addition to the elements required by Art. 11-1-15(c.)(9), the development site plan shall include a detailed landscape plan and a detailed irrigation plan that meets the standards of the provisions herein, prepared by a licensed landscape architect and a licensed irrigator. Each development site plan shall be adopted as and shall constitute an amendment to this Ordinance.~~

D. **Hotel Area:** The area marked "~~HCC~~ Parcels 5 and 6" on Exhibit "B," hereto (hereafter called the "Hotel Area") may be developed for purpose of operating a hotel and conference center subject to the following:

1. **Development Site Plan Required:** ~~No building permit shall be issued for property in the Hotel Area unless and until the City's Planning and Zoning Commission and City Council have approved a development site plan for~~

~~the property for which such permit is sought in accordance with Art. 11-I-15(e.)(9) of the Code of Ordinances. In addition to the elements required by Art. 11-I-15(e.)(9), the development site plan shall include both a detailed landscape plan that meets the standards of the provisions herein and is prepared by a licensed landscape architect and a detailed irrigation plan which complies with all state and local laws and regulations and is prepared by a licensed irrigator. Each development site plan shall be adopted as and shall constitute an amendment to this Ordinance.~~

5. **Minimum Hotel Size and Amenities:** The hotel constructed in the Hotel Area shall comply with the following minimum requirements:

c. The following amenities shall be provided and available to guests of the hotel and conference center:

iv. ~~Multimedia equipment shall be available on-site to multiple parties to include audio amplification, video (all formats), data (including dial-up), telephone conferencing, and projection devices (including, but not limited to, overhead, photographic slides, and personal computer projection systems) with large projection screens.~~

H. **Signs:** The design, installation, location, operation, and maintenance of signs installed in the Commercial Areas, Golf Course Area, and Hotel Area shall comply with the City's ordinances regulating signs existing at the time of installation, ~~except as follows:~~

NOTE: *All subsections following this subsection in Ord. 2003-08 (H.1. – 4) is deleted.*

I. ~~Sign Plan: In the event of a conflict between a sign plan approved by the City Council in the same manner as an amendment to this Ordinance and Section H, above, and/or the City's current sign regulations, the provisions of the approved sign plan shall prevail unless otherwise expressly stated in the ordinance or~~

~~resolution approving said sign plan. A sign plan may be approved concurrently with or separately from the development site plan.~~

JL. **Open Space Area:** The area marked “OS” on **Exhibit “B,”** hereto (hereafter referred to as “Open Space Area”) may be used for passive recreational uses such as hike/bike trails, picnic area, nature conservancy, birding trails, or other similar and related activities. Construction within the Open Space Area shall comply with the following:

1. Hike/bike trails:

c. if developed with lighting, lights shall comply with Chapter 26 of the Code of Ordinances and be low intensity and located, shielded, and aimed so as not to allow an unshielded light or illumination source to cause glare or direct light to be viewed from any street or adjacent properties.

KJ. **Determination of Height:** For purposes of this Ordinance, when determining the height of a building, the height of the highest point of any roof mounted structure or equipment, water cooling towers, gables, and communication dishes, towers, or antennae shall be included in the determination, except to the extent that regulation of the location and height of communication dishes, towers, or antennae are preempted by federal law or regulation. To the extent that this Paragraph **KJ**, conflicts with ~~Art. 11-1-3(a.)(47)~~ Chapter 60 of the Code of Ordinances, this paragraph shall control.

LK. **Attached Site Plan:** The site plan attached to this Ordinance shall be used solely for the purpose of setting forth the boundaries of the various land use areas described in this Ordinance. The inclusion of **Exhibit “B”** as part of this Ordinance shall not constitute, nor be construed as constituting, approval of the lot layout, street locations, street lengths, or general circulation plan shown on **Exhibit “B”**. Furthermore, the inclusion of **Exhibit “B”** as part of this Ordinance shall not constitute, not be construed as constituting, the approval of any waiver or variance to any provision of ~~Title 10, Chapter IV~~ Chapter 82 of the Code of Ordinances.

M. References to Present Zoning Code Regulations: ~~All references within this Ordinance to Article 11-11, et al of the City's Code of Ordinances may be found at Exhibit "C" which is attached hereto and incorporated herein for all purposes."~~

SECTION TWO. Except as amended by this Ordinance, the provisions of Ordinance No. 2003-08 remain in full force and effect.

SECTION THREE. The City Manager or designee is authorized to create a new document that integrates the amendments and new wording from this Ordinance with Ordinance 2003-08, which may include renumbering, relettering, and reformatting where appropriate.

SECTION FOUR. The provisions of this Ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided however, to the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City governing the use and development of the Property and which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling.

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

SECTION SIX. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-7, Chapter 1 of the Code of Ordinances of the City of Kerrville, Texas.

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

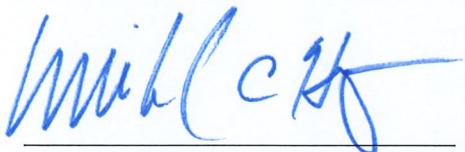
SECTION EIGHT. This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07b. of the City Charter.

PASSED AND APPROVED ON FIRST READING, this the 14 day of November, A.D., 2023.

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

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

MASTER PLAN



EXHIBIT B

PROPERTY SUMMARY			
AREA	DESIGNATION	LOT COUNT	ACRES
1.1	COMMERCIAL	—	9.99
1.2	COMMERCIAL	—	11.41
2	COMMERCIAL	—	18.05
3	COMMERCIAL	—	14.92
4	RESIDENTIAL	63	24.61
5	HOTEL	—	2.30
6	HOTEL	—	21.45
7	RESIDENTIAL	41	18.81
8	RESIDENTIAL	84	12.82
9	RESIDENTIAL	68	33.72
10	RESIDENTIAL	22	34.07
11	RESIDENTIAL	58	98.07
12	RESIDENTIAL	33	22.69
13	RESIDENTIAL	15	8.76
14	COMMERCIAL	—	4.43
15	RESIDENTIAL	17	6.48
16	RESIDENTIAL	10	8.55
17	RESIDENTIAL	17	8.64
TOTAL			800.08

LOT SIZE SUMMARY			
LOT SIZE	LOT COUNT	FOUNDERS	LOT COUNT
1/15 ACRE	10 LOTS	217 LOTS (INCLUDES CABINS)	—
1/12 ACRE	64 LOTS	—	—
1/11 ACRE	55 LOTS	—	—
1/2 ACRES	42 LOTS	—	—
1/2 ACRES +	—	388 LOTS	—
MULTI-FAMILY	70 UNITS	—	—

WILLIAM DALE BEEDDO
SIGNATURE DESIGN



WHISKEY SPRINGS
KERRVILLE, TEXAS
MAP DATE: JULY 26, 2023

EXHIBIT B



Strategic Catalyst Area 6

This area, bisected by Interstate 10, features a number of amenities close to the exit ramps, particularly regional and community-serving commercial businesses. Expansive residential and industrial uses are notably present in the northwestern quadrant of the area.

Defining Characteristics: SCA 6 is centered around the I-10/SH 16 intersection. This corridor functions as the premiere gateway to the community for visitors. Quinlin Creek is located here and unique topography is present on all sides.

Allowable Place Types: Rural Living, Neighborhood Residential, Preservation Residential, Transitional Residential, Regional Commercial, Agriculture and Outdoor Tourism

Place Type Distinctions: Regional Commercial place types are suitable close to the primary intersection. Transitional Residential housing is appropriate close to major roadways while Preservation Residential, Neighborhood Residential, and Rural Living place types are more suited to topographically challenging areas. Maintenance of the iconic hills and creeks is paramount.

Size: 449 acres

Developable Sites: 198 acres

Residents: 331

Jobs: 273

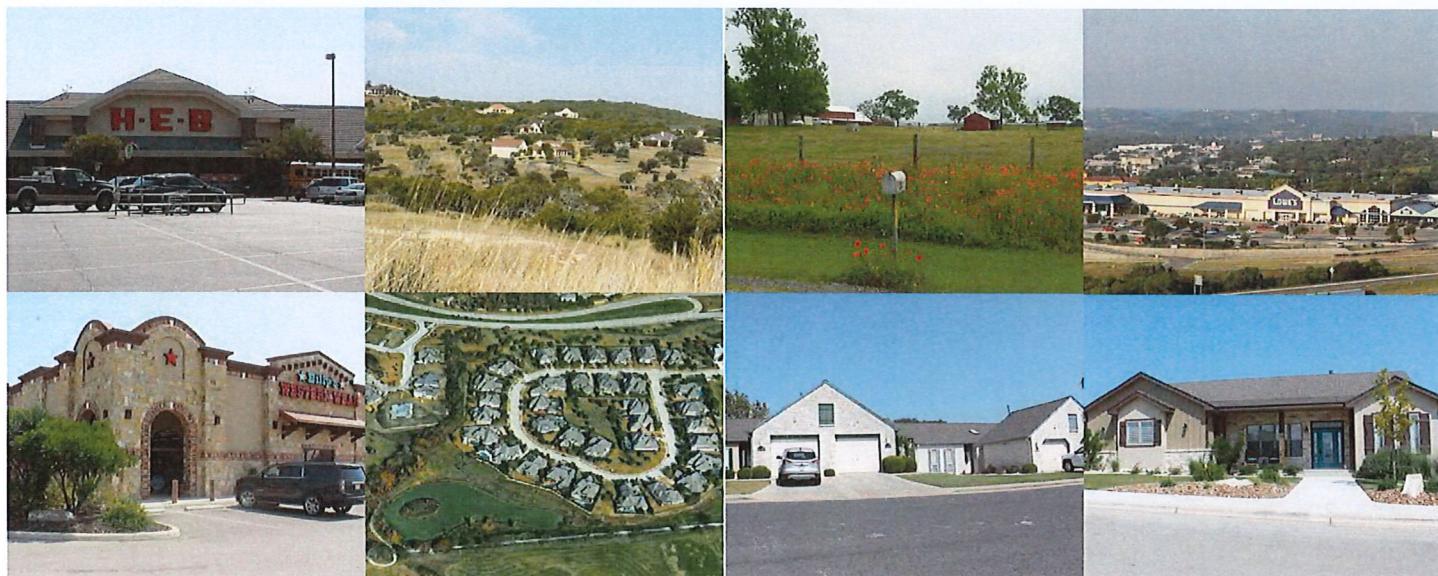
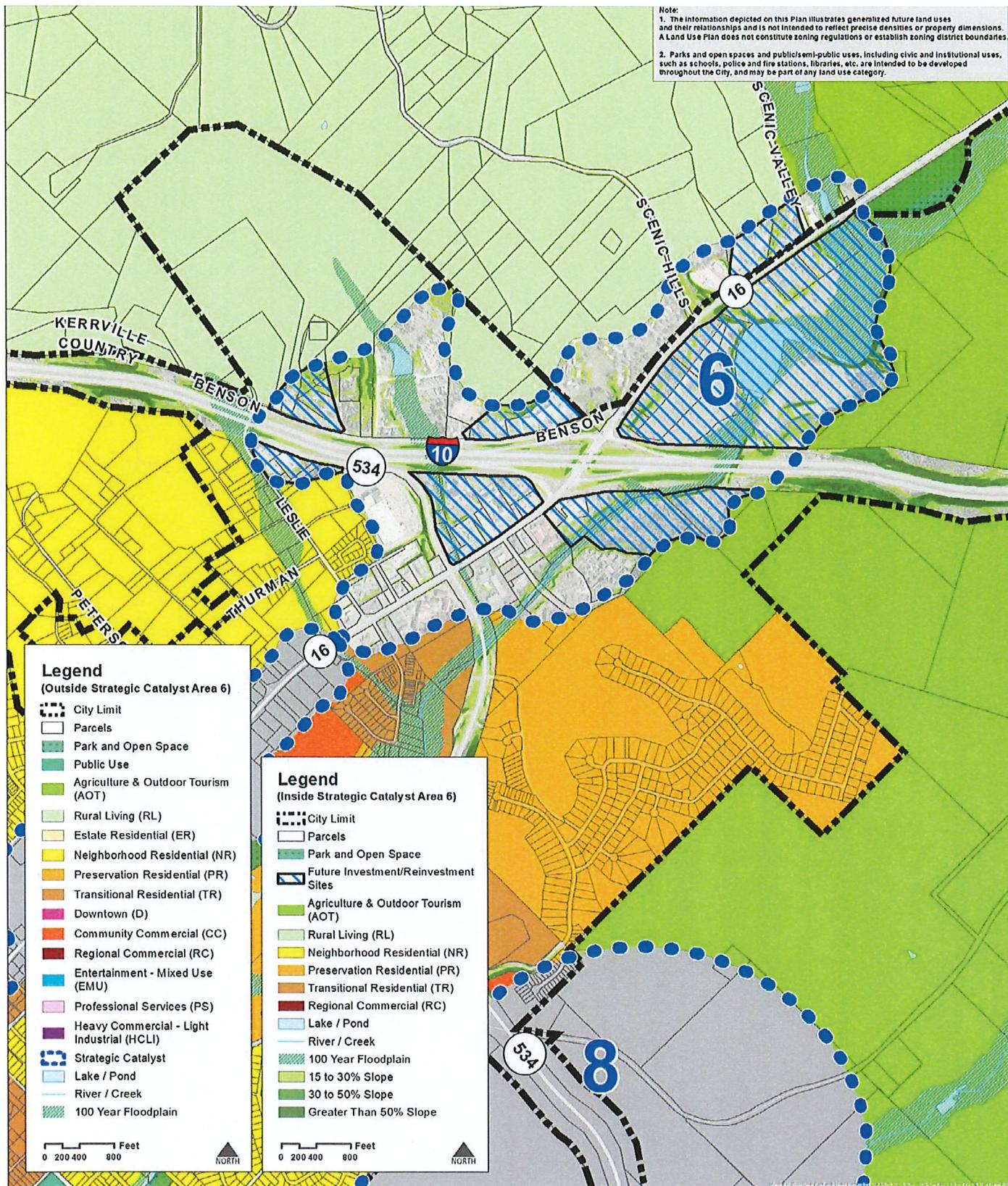


Figure 13: Strategic Catalyst Area 6



MASTER PLAN



WILLIAM DALE BEDDO
SIGNATURE DESIGN

WHISKEY SPRINGS
KERRVILLE, TEXAS
MAP DATE: DECEMBER 4, 2023
EXHIBIT B

PARCEL SUMMARY

AREA	DESIGNATION	LOT COUNT	ACRES
1.1	COMMERCIAL	—	9.99
1.2	COMMERCIAL	—	11.41
2	COMMERCIAL	—	18.05
3	COMMERCIAL	—	14.92
4	RESIDENTIAL	63	24.61
5	HOTEL	—	2.30
6	HOTEL	—	21.45
7	RESIDENTIAL	41	18.81
8	RESIDENTIAL	84	12.82
9	RESIDENTIAL	68	33.72
10	RESIDENTIAL	32	34.07
11	RESIDENTIAL	58	99.07
12	RESIDENTIAL	33	22.69
13	RESIDENTIAL	15	8.76
14	COMMERCIAL	—	4.43
15	RESIDENTIAL	17	6.48
16	RESIDENTIAL	10	8.55
17	RESIDENTIAL	17	8.64

PROPERTY SUMMARY

AREA	DESIGNATION	LOT COUNT	ACRES
RESIDENTIAL	—	368	278.22
COMMERCIAL	—	—	58.80
HOTEL	—	—	21.45
GOLF COURSE	—	—	249.11
INFRASTRUCTURE	—	—	56.52
EXISTING RESERVOIR	—	—	7.47
OPEN SPACE	—	—	128.51
TOTAL	—	—	800.08

LOT SIZE SUMMARY

LOT SIZE	LOT COUNT
FOUNDERS	10 LOTS
1/3 ACRE	217 LOTS (INCLUDES CABINS)
1/2 ACRE	64 LOTS
1 ACRE	40 LOTS
2 ACRES +	37 LOTS
LOT TOTAL	368 LOTS
MULTI-FAMILY	70 UNITS



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

SUBJECT:

Ordinance No. 2023-32, second reading. An Ordinance changing the zoning of a property known as 518 and 520 Lois Street, consisting of Lots 1-3, Block 25, of the Westland Addition, and within the City of Kerrville, Kerr County, Texas; from a Single-Family Residential with Accessory Dwelling Unit Zoning District (R-1A) to a Light Commercial Zoning District (C-2); and providing other matters relating to the subject.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** November 22, 2023
2023

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Proposal: An ordinance to change the zoning from R-1A to C-2 on Lots 1-3, Block 25, Westland; and more commonly known as 518 and 520 Lois St. (Case No. PZ-2023-10).

This property has historically been used as the location for a general contractor business, including office and garage. The current zoning of R-1A does not support this commercial use so the current use is considered nonconforming. Applicant would like to build a new storage building to support the existing business. In order for the issuance of a building permit to occur, the property needs to be rezoned so that it is no longer nonconforming and can support the existing contractor business, including the addition of a new storage building. By rezoning to C-2, a general building contractor business would be allowed with a Conditional Use Permit, and a building permit could be issued for the storage building.

Procedural Requirements: The City, in accordance with state law, mailed 26 letters on

9/21/2023 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 9/14/2023. In addition, public hearing notification signs were posted on the property frontage on 9/22/23. At the time of drafting this agenda bill, no public comments have been received.

Staff Analysis and Recommendation

Consistency with the Kerrville 2050 Comprehensive Plan: The property is designated as Strategic Catalyst Area 4 (SCA 4). The allowable place types for SCA 4 are Community Commercial, Regional Commercial and Heavy Commercial/Light Industrial. As such, and based on the existing surrounding commercial zoning, the request for C-2 Light Commercial zoning is consistent with the K2050 Plan.

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-1A Single-Family Residential w/Accessory Dwelling Unit

Existing Land Uses: Residential

Direction: North

Current Zoning: R-1A Single-Family Residential w/Accessory Dwelling Unit

Existing Land Uses: Residential

Direction: South

Current Zoning: C-2 Light Commercial / Junction Hwy

Existing Land Uses: Commercial

Direction: West

Current Zoning: R-1 Single Family Residential

Existing Land Uses: Residential

Direction: East

Current Zoning: C-1 Neighborhood Commercial

Existing Land Uses: Veterinary Hospital

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

Traffic Impact: No traffic impact is anticipated.

Parking: To be determined and consistent with zoning regulations.

Recommendation: Based on the consistency with the Kerrville 2050 Plan, adjacent land

uses, and the fact that this has historically been a general contractor business, staff recommends the case for approval.

On October 5th, the Planning and Zoning Commission recommended approval with a unanimous vote.

On November 14, 2023, City Council unanimously approved Ordinance No. 2023-32 on first reading.

RECOMMENDED ACTION:

Approve Ordinance No. 2023-32, on second reading.

ATTACHMENTS:

[*20231212_Ord 2023-32 Zone Change 518 & 520 Lois 2nd reading.pdf*](#)
[*20231114_PZ-2023-10_Current_Zoning.pdf*](#)
[*20231114_PZ-2023-10_K2050_Future_Land_Use.pdf*](#)
[*20231114_Letter opposed Miller.pdf*](#)

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2023-32

AN ORDINANCE CHANGING THE ZONING OF A PROPERTY KNOWN AS 518 AND 520 LOIS STREET, CONSISTING OF LOTS 1-3, BLOCK 25, OF THE WESTLAND ADDITION, AND WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS; FROM A SINGLE-FAMILY RESIDENTIAL WITH ACCESSORY DWELLING UNIT ZONING DISTRICT (R-1A) TO A LIGHT COMMERCIAL ZONING DISTRICT (C-2); AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas (“City”), and otherwise, of a hearing held before the City Council on November 14, 2023, which considered a report of the City’s Planning and Zoning Commission regarding its recommendations on this Ordinance, the adoption of which will result in the change of a zoning district for the property located at 518 and 520 Lois Street; such change to result in the removal of the property from a Single-Family Residential with Accessory Dwelling Unit Zoning District (R-1A) to placement within a Light Commercial Zoning District (C-2); and

WHEREAS, on November 14, 2023, City Council held a public hearing on the zoning change referenced above pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

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

Legal Description: Being Lots 1-3, Block 25 of the Westland Addition, a subdivision within the City of Kerrville, Kerr County, Texas; said property depicted at Exhibit A, attached hereto and made a part hereof for all purposes, and hereafter referred to as the “Property.”

Address: 518 and 520 Lois Street, Kerrville, TX 78028.

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

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

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

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

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

PASSED AND APPROVED ON FIRST READING, this the 14 day of November, A.D., 2023.

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

ATTEST:

Judy Eychner, Mayor

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney



Location Map

Case # PZ-2023-10 and PZ-2023-11

Location:

518 and 520 Lois Street

Legend

- Subject Properties (Red solid rectangle)
- 200 Feet Notification Area (Red dashed line)

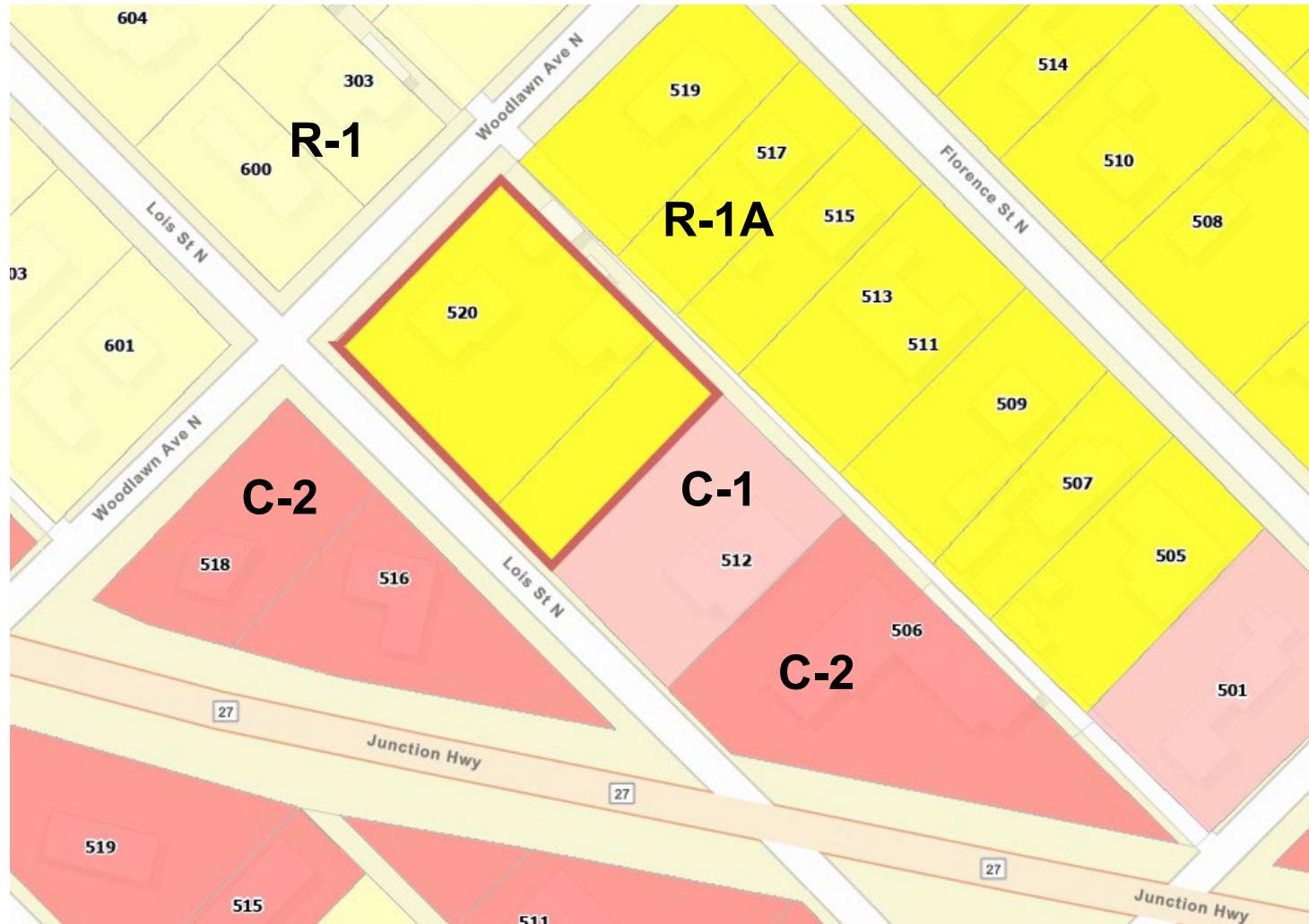


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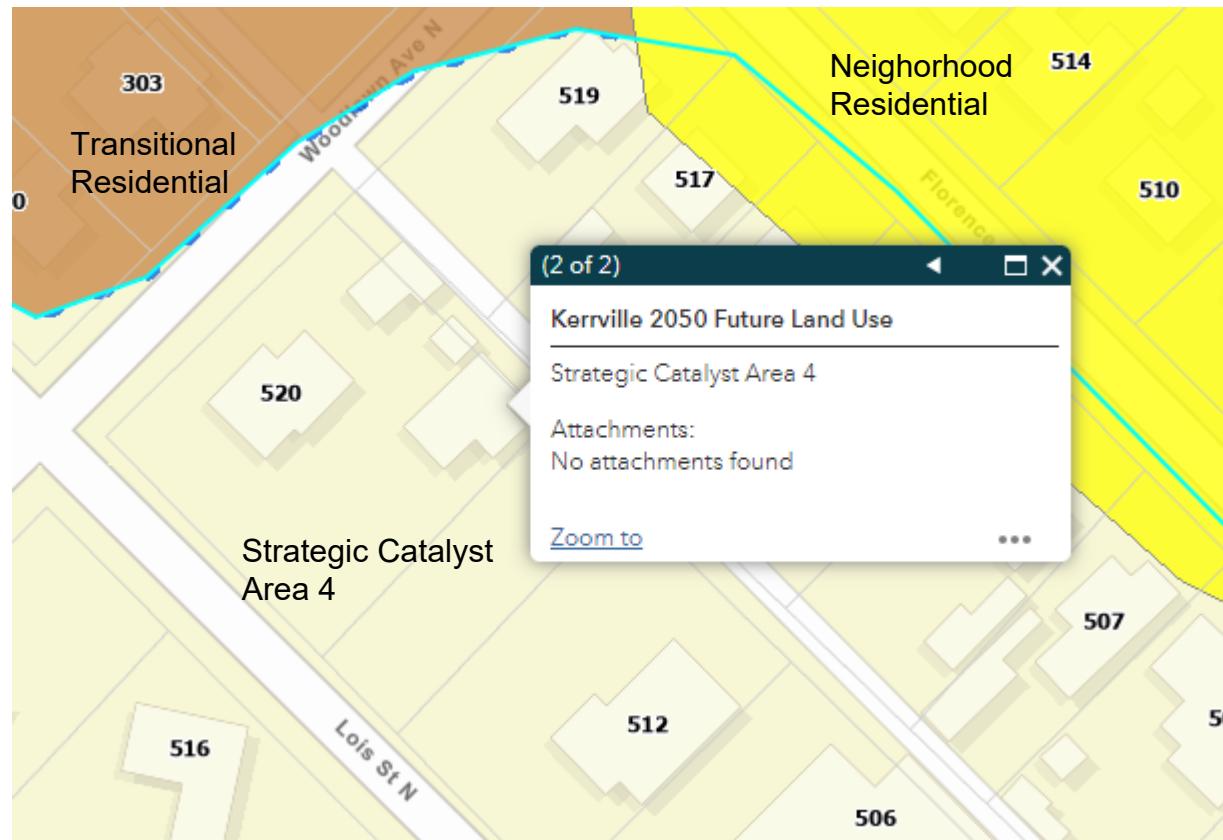
Scale In Feet

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

Current Zoning



K2050 Future Land Use Strategic Catalyst Area 4



From: [Lynn Miller](#)
To: Planning Division
Subject: [EXTERNAL] Planning and Zoning Commission Public Hearing, 10/5/2023 4:00 pm, Case PZ-2023-10 and PZ-2023-11 (zones R-1A to C-2 on Lots 1-3, Block 25, Westland)
Date: Wednesday, October 4, 2023 9:28:56 AM

To Drew Paxton, AICP, Director of Planning & Development

My name is Lynn Miller. I am the owner of the property at 519 Florence St, Kerrville, TX 78028. I am not able to attend tomorrow's hearing per the subject line as I am having surgery in Austin.

I am vehemently opposed to the change in zoning requested from a residential zone to a commercial/residential zone.

I bought this property in 2017 in good faith in this residential zone and have spent a significant amount of money improving it in preparation for retirement. I retired in April of this year.

I was told that the builder pursuing the zone change is seeking to build/expand his garage 40 feet in order to accommodate equipment used in his business located just across the alley next door to me. I was told he cannot expand his garage without changing the zoning.

This change is not benign. I fear it will eventually open up the opportunity for this builder and others to the commercial re-development of my fairly quiet residential neighborhood.

This will have an adversely negative impact on the value of my property and hurt me financially. It will definitely change the nature of the neighborhood negatively. In addition, there are more than a dozen residential properties that will also be affected in the same manner.

It is wrong for one person to change a nice residential neighborhood and impact the people living in it in order to accommodate expansion of one business.

Kindly take these concerns into consideration. Thank you.

Sincerely,

Lynn Miller



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

SUBJECT:

Ordinance No. 2023-33, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas; by changing the zoning for the property known as 226 Harper Rd (FM 783); an approximate 1.71 acre tract out of the Fosgate Survey No. 120, Abstract 138; from a Single Family Residential Zoning District (R-1) to a Residential Transition Zoning District (RT); and providing other matters relating to the subject.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** November 22, 2023
2023

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Proposal: An ordinance to change the zoning from R-1 to RT on 1.71 acres of land out of the Fosgate Survey No. 120, Abstract 138; and more commonly known as 226 Harper Rd N. (Case No. PZ-2023-13)

The applicant is requesting a zoning change from R-1 Single-Family Residential to RT Residential Transition to accommodate a business office use. There is currently RT zoning in close proximity to this property and a boarding home located next door. The property also fronts Harper Road, identified as a primary arterial in the thoroughfare plan, which lends itself to a business office use.

Procedural Requirements: The City, in accordance with state law, mailed 20 letters on 9/21/2023 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 9/14/2023. In addition, a public hearing notification sign was posted on the

property frontage on 9/22/23. At the time of drafting this agenda bill, no public comments had been received.

Staff Analysis and Recommendation

Consistency with the Kerrville 2050 Comprehensive Plan: The property is designated as Neighborhood Residential (NR). The place types for NR allows small amounts of neighborhood-serving retail and office in carefully chosen locations. Because a boarding home and RT zoning currently exist adjacent to this property, and because the property is fronting a primary arterial (Harper Road), the request for RT zoning appears to be consistent with the K2050 Plan.

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-1 Single-Family Residential

Existing Land Uses: Residential

Direction: North

Current Zoning: R-1 Single-Family Residential

Existing Land Uses: Residential

Direction: South

Current Zoning: R-1 Single-Family Residential / RT Residential Transition

Existing Land Uses: Boarding Home / Professional Office

Direction: West

Current Zoning: R-1 Single-Family Residential

Existing Land Uses: Residential

Direction: East

Current Zoning: R-2 Medium Density Residential / Harper Road

Existing Land Uses: Residential

Thoroughfare Plan: There should be no impact on the thoroughfare system. This property is fronting Harper Road, a primary arterial.

Traffic Impact: No traffic impact is anticipated.

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

Recommendation: Based on consistency with the Kerrville 2050 Plan, adjacent land uses, frontage on a primary arterial, and the fact that the underlying zoning still remains residential, staff recommends the case for approval.

On October 5th, the Planning and Zoning Commission recommended the case for approval with a unanimous vote.

On November 14, 2023, City Council unanimously approved Ordinance No. 2023-33 on first reading.

RECOMMENDED ACTION:

Approve Ordinance No. 2023-33, on second reading.

ATTACHMENTS:

[*20231212_Ord 2023-33 Zone change 226 Harper Rd 2nd reading.pdf*](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2023-33**

**AN ORDINANCE AMENDING CHAPTER 60 OF THE CODE OF
ORDINANCES, CITY OF KERRVILLE, TEXAS; BY CHANGING
THE ZONING FOR THE PROPERTY KNOWN AS 226 HARPER
RD (FM 783); AN APPROXIMATE 1.71 ACRE TRACT OUT OF
THE FOSGATE SURVEY NO. 120, ABSTRACT 138; FROM A
SINGLE FAMILY RESIDENTIAL ZONING DISTRICT (R-1) TO A
RESIDENTIAL TRANSITION ZONING DISTRICT (RT); AND
PROVIDING OTHER MATTERS RELATING TO THE SUBJECT**

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing held before the City Council on November 14, 2023, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on this Ordinance, the adoption of which will result in the change of a zoning district for the property known as 226 Harper Road (FM 783); such change to result in the removal of the property from a Single Family Residential Zoning District (R-1) to placement within a Residential Transition Zoning District (RT); and

WHEREAS, on November 14, 2023, City Council held a public hearing on the zoning change referenced above pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

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

Legal Description: Being a 1.71 acre tract, more or less, out of the Fosgate Survey No. 120, Abstract 138, and within the City of Kerrville, Kerr County, Texas; said property depicted at **Exhibit A**, attached hereto and made a part hereof for all purposes.

Address: 226 Harper Road (FM 783), Kerrville, Texas 78028.

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

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

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

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

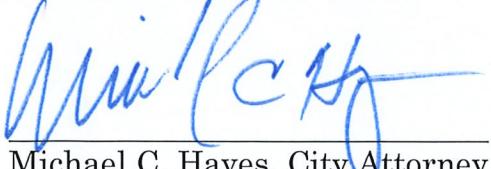
SECTION SIX. This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07 of the City Charter.

PASSED AND APPROVED ON FIRST READING, this the 14 day of November, A.D., 2023.

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

Judy Eychner, Mayor

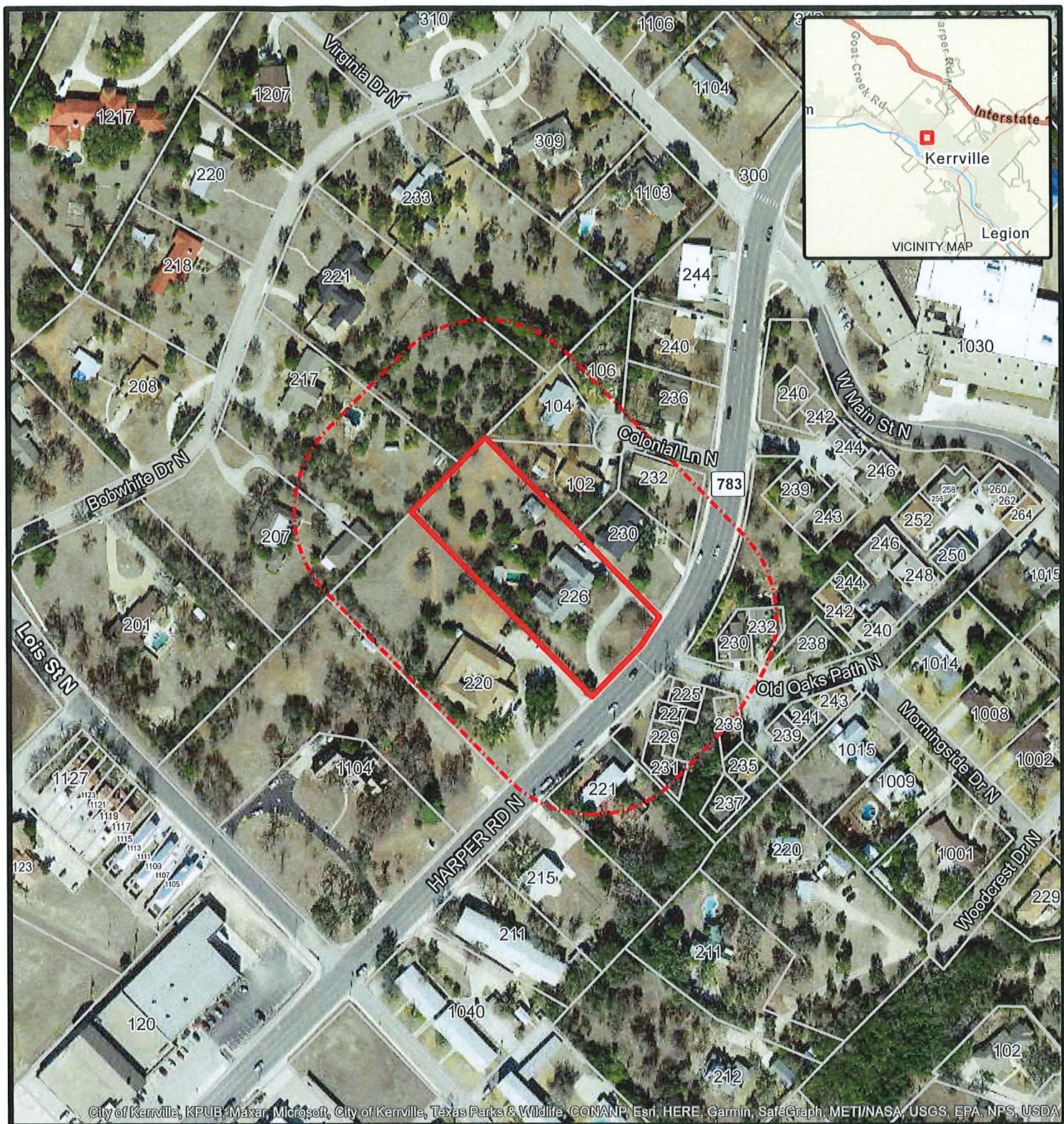
APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Location Map

Case # PZ-2023-13

Location:

226 Harper Rd N

Legend

- Subject Properties
- 200 Feet Notification Area

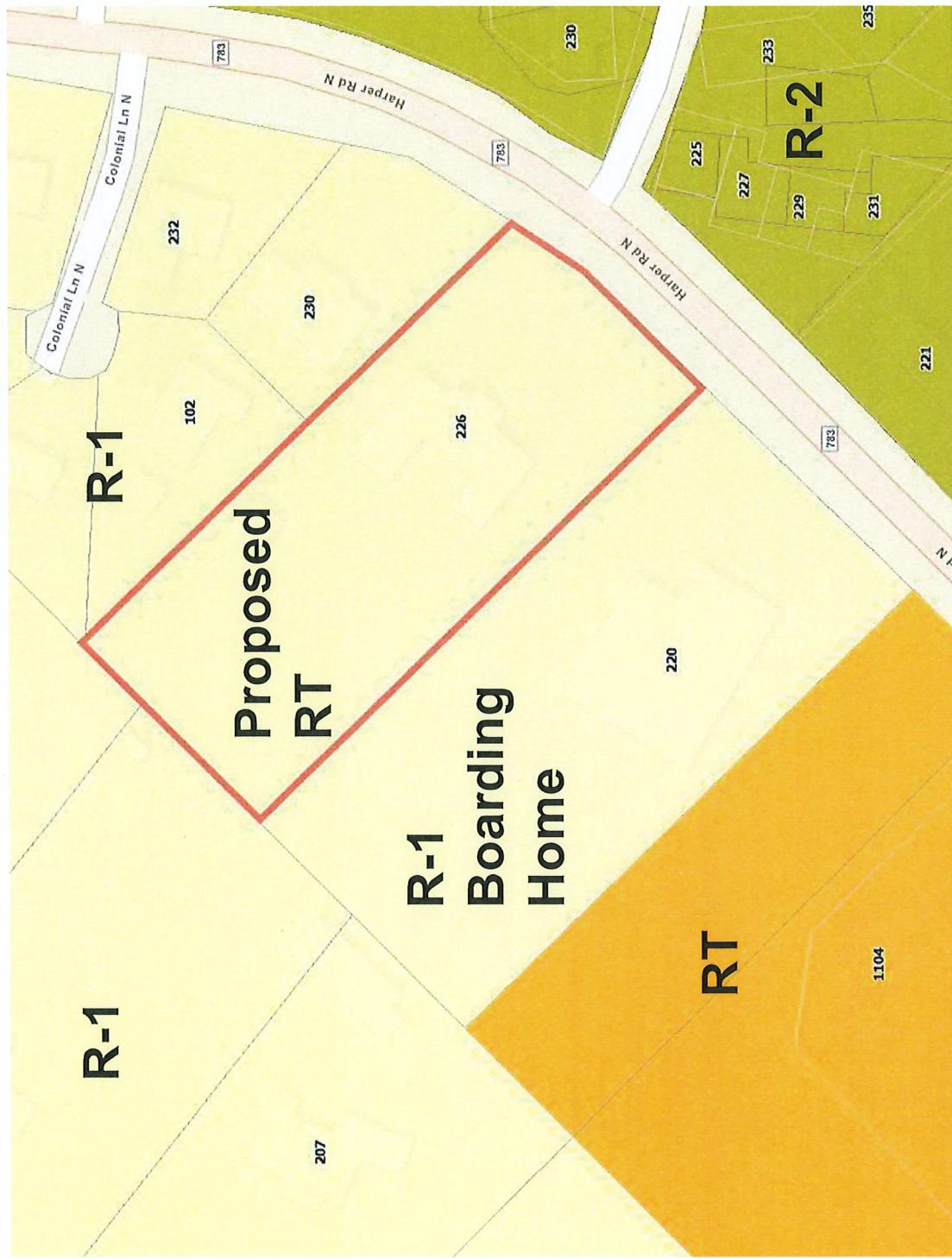


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Scale In Feet

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

Current Zoning



K2050 Plan Future Zoning

Neighborhood Residential (NR)

Allows: Small amounts of neighborhood-serving retail and office in carefully chosen locations.





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

SUBJECT: Ordinance No. 2023-34. An Ordinance amending the City's Fiscal Year 2024 (FY 2024) budget to allocate funds to be used for expenses related to the City's preparation for and response to the Total Solar Eclipse event, which will take place April of 2024.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** November 2, 2023

SUBMITTED BY: Julie Behrens, Director of Finance

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? Yes

Key Priority Area F - Public Facilities and Services

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

This budget amendment allocates funds to the "Special Events - Solar Eclipse" account from various other line items. Some funds were allocated for this event within the FY2024 budget in other line items, however at the time the FY2024 budget was proposed, final planning and estimating for the Total Solar Eclipse had not been completed. Funds are being allocated to one line item to easily account for all expenses related to the April 8, 2024 Total Solar Eclipse Event. Funds allocated for FY2024 Kerrville River Fest are also being reallocated to this Solar Eclipse Event and, as such, the City will not host the FY2024 Kerrville River Fest in October 2024. Donations and revenues from eclipse merchandise collected in FY2023 were captured in in HOT Fund Balance on 9/30/2023. This is a normal process for year-end closing. Since these dollars are restricted to help offset Solar Eclipse Event expenses, these funds are also being reallocated to be used in FY2024. The budget for the FY2024 Solar Eclipse Event does include a reduction in overall fund balance, as discussed in a City Council Workshop and City Council meeting held on November 14, 2023. Council has been asked to approve a budget of an amount not to exceed \$750,000 for this event, subject to TxDot participation for anticipated costs for traffic control on Hwy. 16. The City is working with TxDot and has a reasonable expectation that TxDot will assume responsibility for that expense. Any revenues collected over what is budgeted will be used to offset the total cost of the event.

RECOMMENDED ACTION:

Approve Ordinance No. 2023-34 on first reading

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2023-34**

**AN ORDINANCE AMENDING THE CITY'S FISCAL YEAR 2024
(FY 2024) BUDGET TO ALLOCATE FUNDS TO BE USED FOR
EXPENSES RELATED TO THE CITY'S PREPARATION FOR AND
RESPONSE TO THE TOTAL SOLAR ECLIPSE EVENT, WHICH
WILL TAKE PLACE IN APRIL 2024**

WHEREAS, Ordinance No. 2023-25, approved by City Council upon second reading on September 26, 2023, adopted the Fiscal Year 2024 ("FY 2024") budget for the City of Kerrville, Texas; and

WHEREAS, the Total Solar Eclipse Event will require the City to implement a full scale emergency management response to ensure the safety of citizens and visitors coming into the community to observe the event; and

WHEREAS, the City's implementation of the emergency management response will include readying and bolstering its emergency services, communications, traffic control (motor and pedestrian), Information Technology, other public services such as water supply; and

WHEREAS, the City's Parks and Recreation Department will host an event in Louise Hays Park, multiple viewing sites around the City, additional overnight accommodations, and shuttle services to citizens and visitors in order to support and alleviate emergency management efforts; and

WHEREAS, City Council finds that amending the FY 2024 budget as provided herein is in the best interest of the citizens of the City of Kerrville;

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

SECTION ONE. In accordance with Section 8.06 of the City Charter, the Official Budget for Fiscal Year 2024 is amended as set forth in **Attachment A**.

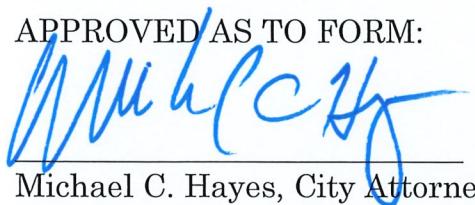
SECTION TWO. In accordance with Section 102.009, Texas Local Government Code, the City Manager or designee shall provide for a filing of a true copy of this amendment in the office of the Kerr County Clerk.

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

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

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes

Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

ATTACHMENT A
FY2024 Budget Amendment - Solar Eclipse

Description	Account Name	Account	Debit	Credit
Solar Eclipse Expenses	Special Events - Solar Eclipse	20-2000-4321	600,000	
Solar Eclipse Expenses	Special Events	20-2000-4320	100,000	
River Fest Budget	Sign Materials	01-0157-1920	90,000	
River Fest Budget	Advertising	01-0157-3300	1,000	
River Fest Budget	Other Professional Services	01-0157-3190	4,000	
Solar Eclipse Merchandise Sales	Solar Eclipse Merchandise & Misc.	20-6337	12,400	
Solar Eclipse Parking & Other Revenue	Solar Eclipse Merchandise & Misc.	20-6337	39,726	
FY2023 Solar Eclipse Crossover	Fund Balance	20-35197	30,000	
FY2023 Solar Eclipse Merchandise Sales	Fund Balance	20-35197	45,414	
FY2023 Solar Eclipse Donations	Fund Balance	20-35197	32,560	
FY2024 Solar Eclipse Expenses	Fund Balance	20-35197	19,900	
			185,900	
			600,000	
			560,000	

Description

This journal entry allocates funds to the Special Events - Solar Eclipse account from various other line items. Some funds were allocated for this event within the FY2024 budget in other line items. Such funds are being reallocated to one line item to account for all expenses related to the April 8, 2024 Solar Eclipse Event. Funds allocated for FY2024 Kerville River Fest are also being reallocated to this Solar Eclipse Event and, as such, the City will not host the FY2024 Kerville River Fest in October 2024. Donations and revenues from eclipse merchandise collected in FY2023 were captured in Fund Balance on 9/30/2023. This is a normal process for year-end closing. Since these dollars are restricted to help offset Solar Eclipse Event expenses, these funds are also being reallocated to be used in FY2024. This entry is not balance due to the fact that \$40,000 in revenues restricted for the event were already budgeted in FY2024. Including the revenues already budgeted, the budget for the FY2024 Solar Eclipse Event is balanced but does include a reduction in overall fund balance, as discussed in a City Council Workshop and City Council meeting held on November 14, 2023. Council has been asked to approve a budget of up to \$750,000 for this event, subject to TxDot participation. The entry above does not include \$150,000 in anticipated costs for traffic control on Hwy. 16 as the City is working with TxDot and has a reasonable expectation that TxDot will assume responsibility for that portion of the budget. In the event that TxDot assumes traffic control for Hwy. 16, the City's portion of the event is not expected to exceed \$600,000. In the event that TxDot does not assume traffic control, an additional reduction of fund balance may be required in order to cover that expense. Any revenues collected over what is budgeted will be used to offset the total cost of the event. Total budget will not exceed the amount of \$750,000 authorized by City Council for this event.

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57560			



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

SUBJECT: Resolution No. 43-2023. A Resolution casting votes of the City of Kerrville, Texas, for Kerr Central Appraisal District (KCAD) Board of Directors. (This item is eligible for Executive Session 551.074).

AGENDA DATE OF: December 12, **DATE SUBMITTED:** October 10, 2023
2023

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

On October 25, 2023, the City of Kerrville received a ballot from the Kerr Central Appraisal District (KCAD) with eight candidates for five positions for the KCAD Board of Directors. Directors are elected to two-year terms, and candidates elected will serve the 2024/2025 term.

There are a total of 5,000 votes distributed among the Kerr County taxing entities. The City of Kerrville is allocated 749 votes. City Council may allocate all its votes entirely to one candidate or split the votes between candidates. The City may not initiate the recall of a director unless the City cast votes for at least one nominee, and one vote for each of the remaining nominees.

The City must cast its ballot before December 15, 2023.

RECOMMENDED ACTION:

Approve Resolution No. 43-2023 casting 749 votes for nominee(s) and casting at least one vote for each of the remaining nominees (this will ensure that the city has standing in the unlikely event of a recall of any of the five board members).

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 43-2023

A RESOLUTION CASTING VOTES OF THE CITY OF KERRVILLE, TEXAS, FOR KERR CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS, Section 6.03 of the Texas Tax Code entitles each political subdivision with property tax authority within Kerr County to cast votes in an election of the Board of Directors of the Kerr Central Appraisal District (the "Board"); and

WHEREAS, the Chief Appraiser for the Kerr Central Appraisal District ("KCAD") has certified that the City of Kerrville may cast 749 votes in the election of the Board; and

WHEREAS, City Council finds it to be in the public interest to cast its votes for the KCAD Board in the manner indicated below;

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

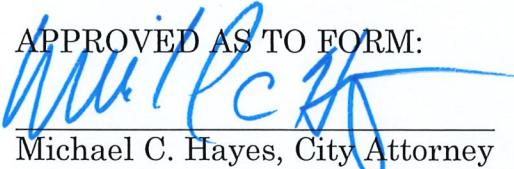
The following nominee, or nominees, with accompanying votes to be cast for each, is submitted for one, or more, of the five positions to be filled on the Kerr Central Appraisal District for the 2024-2025 term.

1. Amy Billeiter _____ vote(s)
2. Jack Burch _____ vote(s)
3. Carter Crain _____ vote(s)
4. Wesley Holekamp _____ vote(s)
5. Eric Lantz _____ vote(s)
6. Lary Priour _____ vote(s)
7. Rolinda Schmidt _____ vote(s)
8. Jay Zajicek _____ vote(s)

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

Judy Eychner, Mayor

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Kerr Central Appraisal District

212 Oak Hollow Dr ♦ P.O. Box 294387 ♦ Kerrville, Texas 78029
(830) 895-5223

BOARD OF DIRECTOR'S 2024-2025 BALLOT

<u>CANDIDATE</u>	<u>NOMINATING ENTITY</u>	<u>VOTES CAST</u>
1. Amy Billeiter	Kerrville ISD	_____
2. Jack Burch	Kerr County	_____
3. Carter Crain	Hunt ISD	_____
4. Wesley Holekamp	Comfort ISD	_____
5. Eric Lantz	Kerr County	_____
6. Lary Priour	Kerr County	_____
7. Rolinda Schmidt	Kerrville ISD	_____
8. Jay Zajicek	Kerr County	_____

Please cast your allotted votes (see below) for the candidate or candidates of your choice and **return to the Chief Appraiser before December 15th**. Each entity may cast all of its allocated votes for one candidate or may divide its votes between two or more candidates. The entity may not initiate a recall of a director unless it casts at least one vote for that director. The votes will be counted and the Board Members announced for the 2024-2025 term before December 31st. There are five elected positions on the Kerr Central Appraisal District Board of Directors. The County Tax Assessor/Collector serves as a non-voting member by state statute.

<u>Entity Name</u>	<u>Votes Allocated</u>
City of Ingram	26
City of Kerrville	749
Kerr County	1,230
Center Point ISD	195
Comfort ISD	145
Divide ISD	40
Harper ISD	34
Hunt ISD	276
Ingram ISD	440
Kerrville ISD	1,857
Medina ISD	8
TOTAL # Votes	5,000

Sharon Constantinides, RPA, CCA
Chief Appraiser
Sharonc@Kerrcad.org



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

SUBJECT: First Amendment to the Design-Build Contract with Thos. S. Byrne, Inc. dba Byrne Construction Services Corporation in the amount of \$7,026,421.00 for the Public Safety Facility Project.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** November 30, 2023
2023

SUBMITTED BY: Kyle Burow, Director Engineering

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$7,026,421.00	\$41,883,090.37	\$45,000,000.00	Project #70-22005

PAYMENT TO BE MADE TO: Thos. S. Byrne, Inc.

Kerrville 2050 Item? Yes

Key Priority Area F - Public Facilities and Services

Guiding Principle N/A

Action Item F2.4 - Consider bond funding for a new public safety building/complex

SUMMARY STATEMENT:

In May 2022, the citizens of Kerrville approved the issuance of bonds through a general election for a new Public Safety Facility. The property at the corner of Rio Monte Drive and Clearwater Paseo was later purchased and City Council authorized the Design-Build method for the construction of the building and appurtenances. Request for Qualifications (RFQ) for Design Build Services on the City's Public Safety Facility were issued on September 20, 2022 and eight (8) submissions were received in October 2022. The Committee's shortlisting of five recommended finalist was approved in the November 2022 City Council meeting to proceed to the Request for Proposals (RFP) phase of the selection process.

Proposals from the short-listed Design-Build teams were received in February 2023 and a Design-Build contract negotiated and finalized with Byrne Construction Services (Thos. S. Byrne, Inc.) in May 2023.

The Byrne Construction team has progressed to the design development phase of the process and as a part of that, we are now at a point to begin some long lead items. Byrne has issued requests for bids on Early Work Package #1 (EWP-01) consisting of some of these long lead time items and preliminary construction activities. EWP-01 includes Electrical Gear and Generator procurement, Earthwork, Construction Enabling, Asphalt

Paving, and Site Utility packages in addition to the Design-Build Contract General Conditions and associated fees. In order to maintain the overall project schedule and delivery, staff recommends authorizing Amendment #1 to the Design-Build contract with Byrne Construction Services in the amount of \$7,026,421.00.

RECOMMENDED ACTION:

Authorize City Manager to finalize design-build contract amendment for the Public Safety Facility Project.

ATTACHMENTS:

[*20231212_Thos Byrne - Design Build PSF first amendment.pdf*](#)

AIA® Document A141® – 2014 Exhibit A

Design-Build Amendment No. 1

Early Work Package No. 1

This Design-Build Amendment No. 1 (the "Amendment") is incorporated into and amends the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the 16th day of May in the year 2023 (the "Agreement") (In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

City of Kerrville Public Safety Facility
365 Clearwater Paseo Dr.
Kerrville, Texas 78028

THE OWNER:

(Name, legal status and address)

The City of Kerrville
City Hall, 701 Main Street
Kerrville, Texas 78028

THE DESIGN-BUILDER:

(Name, legal status and address)

Thos. S. Byrne, Inc., dba Byrne Construction Services
5851 Sebastian Place
San Antonio, Texas 78249

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Design-Builder hereby amend the Agreement as follows.

WHEREAS, the Owner seeks to construct the City of Kerrville Public Safety Facility Project ("Project"); and

WHEREAS, the Agreement allows for Early Work Packages for a portion of Work that the Parties agree should be performed prior to the establishment of a Guaranteed Maximum Price for the Project; and

WHEREAS, the Agreement allows for Early Work Packages to facilitate the early preparation of the Site, purchase long lead time materials and equipment, and otherwise accelerate certain portions of the Work in advance of The Design-Build Amendment between the Owner and Design-Builder regarding the Guaranteed Maximum Price for the entire Work; and

WHEREAS, the Agreement allows the Design-Builder to implement Early Work Packages upon the written agreement of the Parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein the parties agree as follows:

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TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance pursuant to this Amendment and its Cost Summary (**Attachment A**). The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

Design-Builder's Fee shall be 2.95% of the Cost of the Work

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee (the "Guaranteed Maximum Price") is guaranteed by the Design-Builder not to exceed **seven million, twenty-six thousand, four-hundred twenty-one dollars (\$ 7,026,421.00)**, subject to additions and deductions for changes in the Work as authorized in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide information below or reference an attachment.)

See **Attachment A**, which is attached and incorporated herein by reference.

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

None

§ A.1.4.3.4 Unit Prices, if any:
(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Attachment C

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the last day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the last day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of

that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of **five percent (5%)**. The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of **five percent (5%)** from that portion of the Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed under this Amendment and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than **May 5, 2025**, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

NA

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Attachment C			

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

See Attachment D

Section	Title	Date	Pages

§ A.3.1.3 The Drawings:

NA

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any: NA

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Attachment C to the Agreement.)

Title	Date	Pages
NA		

Other identifying information:

NA

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

None

.2 Contingencies

See Attachment A

§ A.3.1.6 Design-Builder's assumptions and clarifications:

See Attachment C

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

None

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

Reference A.3.1.2

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:
(Identify name, title and contact information.)

.1 Superintendent

Brandon Foster

.2 Project Manager

Josh Holcomb

.3 Others

Construction Manager – Keith Bender

Senior Project Coordinator – Dennise Pedroza

Operations Manager – Michael McCall/

General Superintendent – Israel Perez

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

Beaty Palmer – Architect
110 Broadway Suite 600
San Antonio, TX 78205

Lopez Salas – Interior Architect
237 W. Travis St., Suite 201
San Antonio, Texas 78205

BVG4 – Interior Architect
6301 Gaston Avenue - West Tower, Suite 1310
Dallas, Texas 75214

Cleary Zimmerman Engineers – Mechanical and Electrical Engineers
1344 S. Flores, Suite 101
San Antonio, Texas 78204

Matkin-Hoover – Civil Engineer
8 Spencer Road, Suite 100
Boerne, Texas 78006

Datum Engineers– Structural Engineer
311 Sixth Street
San Antonio. Texas 78215

Combs – Security and Audio-Visual
17806 IH-10W, Suite 300
San Antonio. Texas 78257

TLC – Technology & 911 Dispatch Consulting
1255 Corporate Dr., Suite 100
Irving, Texas 75038

Rialto – Landscape Architect
2425 Broadway
San Antonio. Texas 78215

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
NA			

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term “related party” includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

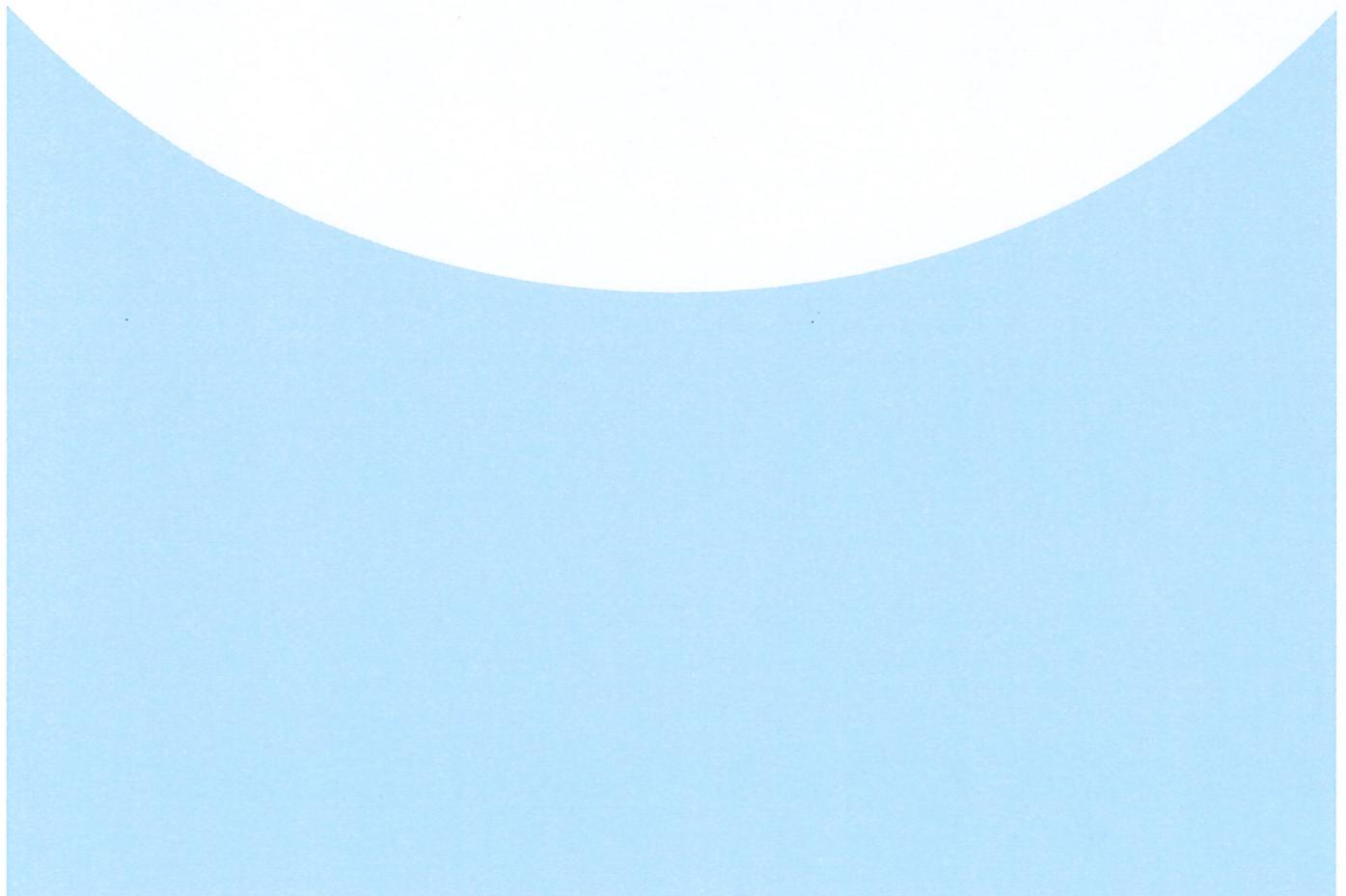
Dalton Rice, City Manager
(Printed name and title)

DESIGN-BUILDER (Signature)

Tony Battle, President
(Printed name and title)



Cost Summary



Cost Estimate Summary Sheet

Kerrville Public Safety Facility
Early Work Package 01 [EWP-01]

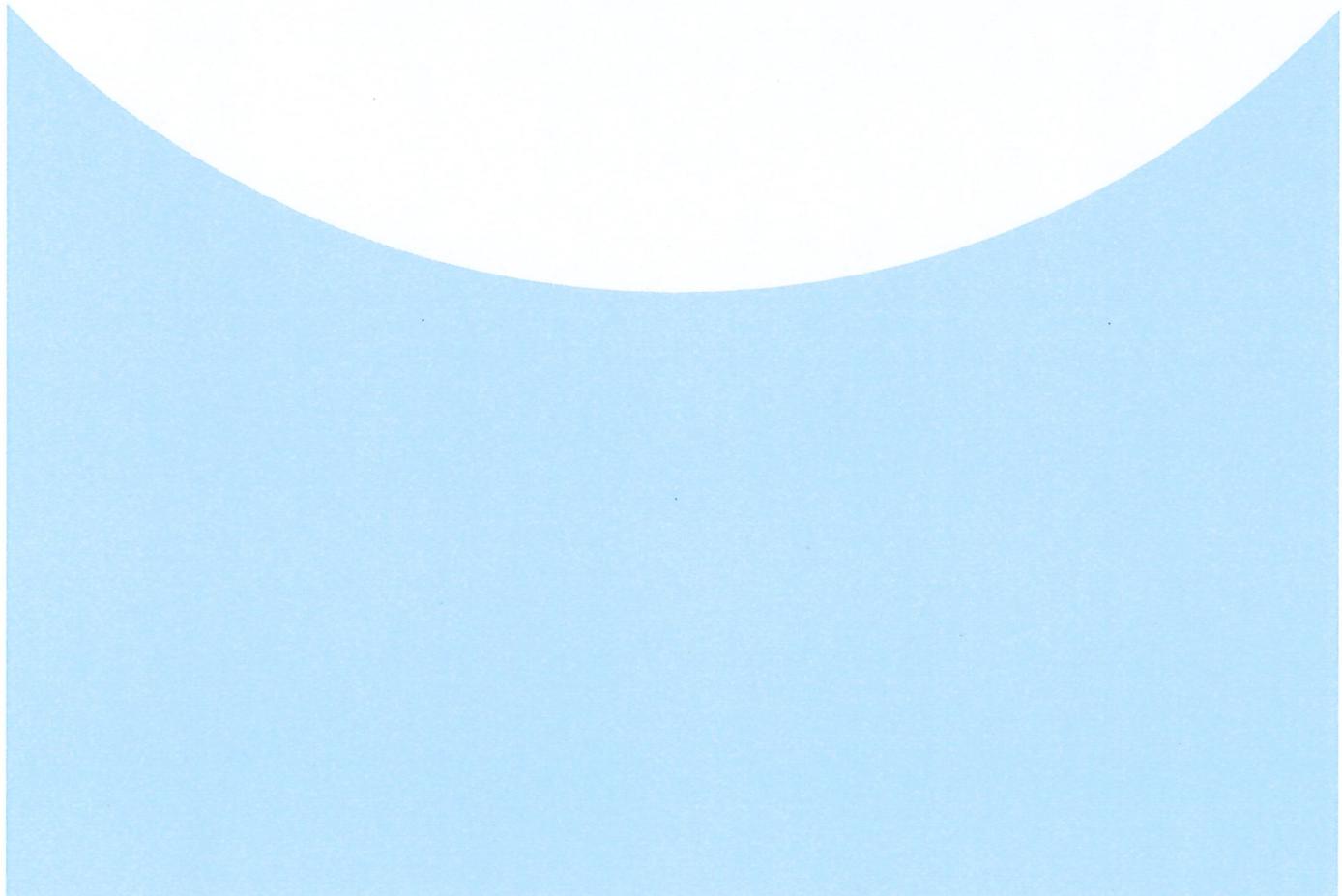
Date: November 22, 2023

70,924 sqft

Bid Package #	Bid Package Description	Early Work Package 01	Cost/SF	Notes
020000	Temporary Construction	\$ 125,150	\$ 1.76	
021000	BIM Coordination & Clash Detection	\$ 75,000	\$ 1.06	
260000	Electrical Equipment - Gear & Generator	\$ 846,724	\$ 11.94	
310000	Earthwork	\$ 1,549,429	\$ 21.85	
310001	Enabling	\$ 75,003	\$ 1.06	
310000	Asphalt Paving	\$ 188,689	\$ 2.66	
330000	Site Utilities	\$ 681,514	\$ 9.61	
Cost of Work Subtotal		\$ 3,541,509	\$ 49.93	
Contractor Contingency	3.00%	\$ 106,245	\$ 1.50	
Building Permit		Excluded (Exempt)		
Construction Costs Subtotal		\$ 3,647,754	\$ 51.43	
CGL & Umbrella Insurance		In GC's	\$ -	
Professional Liability		In GC's	\$ -	
Builder's Risk		In GC's	\$ -	
Payment & Performance Bond		In GC's	\$ -	
Construction Costs & Insurance Subtotal		\$ 3,647,754	\$ 51.43	
General Conditions		\$ 2,581,813	\$ 36.40	
Subtotal		\$ 6,229,567	\$ 87.83	
Design Builders Fee	2.95%	\$ 183,772	\$ 2.59	
Construction Contract Administration Fee		\$ 613,082	\$ 8.64	
Project SubTotal		\$ 7,026,421	\$ 99.07	
		Early Release Package 01		



Balance to Finish Summary



Cost Estimate Comparison Sheet

Kerrville Public Safety Facility

Early Work Package - 01 + Balance to Finish

Date: November 22, 2023

Bid Package #	Bid Package Description	Early Work Package 01 Total	Balance to Finish	Combined Total	Cost/SF	Notes
020000	Temporary Construction	\$ 125,150	\$ -	\$ 125,150	\$ 1.76	
021000	BIM Coordination & Clash Detection	\$ 75,000	\$ -	\$ 75,000	\$ 1.06	
033000	Concrete	\$ -	\$ 2,352,711	\$ 2,352,711	\$ 33.17	
036500	Polished & Stained Concrete	\$ -	\$ -	\$ -	\$ -	
044000	Masonry	\$ -	\$ 403,965	\$ 403,965	\$ 5.70	
051000	Structural Steel	\$ -	\$ 1,149,435	\$ 1,149,435	\$ 16.21	
051000	Structural Steel & Tilt Wall Erection	\$ -	\$ 559,125	\$ 559,125	\$ 7.88	
055000	Site Railing Allowance	\$ -	\$ 50,000	\$ 50,000	\$ 0.70	
061000	Rough Carpentry	\$ -	\$ 88,678	\$ 88,678	\$ 1.25	
062000	Architectural Woodwork	\$ -	\$ 691,225	\$ 691,225	\$ 9.75	
071000	Waterproofing & Sealants	\$ -	\$ 182,875	\$ 182,875	\$ 2.58	
072400	Lath & Plaster	\$ -	\$ -	\$ -	\$ -	
072500	Spray Insulation	\$ -	\$ -	\$ -	\$ -	
074100	Roofing	\$ -	\$ 1,327,709	\$ 1,327,709	\$ 18.72	
074200	Metal Wall Panels & Soffits	\$ -	\$ -	\$ -	\$ -	
079000	Fireproofing	\$ -	\$ -	\$ -	\$ -	
081000	Doors, Frames & Hardware	\$ -	\$ 1,051,086	\$ 1,051,086	\$ 14.82	
083300	Overhead Doors	\$ -	\$ 25,180	\$ 25,180	\$ 0.36	
084000	Glass & Glazing	\$ -	\$ 1,143,305	\$ 1,143,305	\$ 16.12	
086000	Skylights	\$ -	\$ -	\$ -	\$ -	
089100	Louvers	\$ -	\$ -	\$ -	\$ -	
092100	Drywall & Acoustical	\$ -	\$ 2,922,718	\$ 2,922,718	\$ 41.21	
093000	Tile	\$ -	\$ 439,216	\$ 439,216	\$ 6.19	
096200	Rubber Athletic Flooring	\$ -	\$ 14,038	\$ 14,038	\$ 0.20	
096400	Access Flooring	\$ -	\$ 42,300	\$ 42,300	\$ 0.60	
096600	Carpet Tile, LVT, Rubber & Rubber Base	\$ -	\$ 328,843	\$ 328,843	\$ 4.64	
096600	Resinous Flooring & Cove Base	\$ -	\$ -	\$ -	\$ -	
099100	Painting and Sealed Concrete	\$ -	\$ 801,987	\$ 801,987	\$ 11.31	
100000	Specialties	\$ -	\$ 154,500	\$ 154,500	\$ 2.18	
101200	Lockers	\$ -	\$ 243,075	\$ 243,075	\$ 3.43	
101400	Interior & Exterior Signage	\$ -	\$ 151,786	\$ 151,786	\$ 2.14	
100000	Operable Partitions	\$ -	\$ 53,172	\$ 53,172	\$ 0.75	
107300	Covered Parking	\$ -	\$ -	\$ -	\$ -	
107300	Covered Outdoor Seating	\$ -	\$ 85,855	\$ 85,855	\$ 1.21	
108300	Roof Top Mechanical Screen	\$ -	\$ -	\$ -	\$ -	
114300	Residential Appliances - Installation Only	\$ -	\$ 7,200	\$ 7,200	\$ 0.10	
122000	Window Treatment	\$ -	\$ 46,000	\$ 46,000	\$ 0.65	
210000	Fire Protection	\$ -	\$ 379,072	\$ 379,072	\$ 5.34	
220000	Plumbing	\$ -	\$ 1,859,054	\$ 1,859,054	\$ 26.21	
230000	HVAC	\$ -	\$ 3,288,686	\$ 3,288,686	\$ 46.37	
260000	Electrical	\$ 846,724	\$ 3,651,514	\$ 4,498,238	\$ 63.42	
270000	Structured Cabling	\$ -	\$ 502,502	\$ 502,502	\$ 7.09	
274000	ERRC (DAS) System	\$ -	\$ -	\$ -	\$ -	
274000	Audio / Video Systems	\$ -	\$ 915,966	\$ 915,966	\$ 12.91	
274000	Intercom System	\$ -	\$ 112,238	\$ 112,238	\$ 1.58	
280000	Security & Access Control	\$ -	\$ 668,397	\$ 668,397	\$ 9.42	
283100	Fire Alarm	\$ -	\$ 111,510	\$ 111,510	\$ 1.57	
310000	Earthwork	\$ 1,549,429	\$ -	\$ 1,549,429	\$ 21.85	
310001	Enabling	\$ 75,003	\$ -	\$ 75,003	\$ 1.06	
313116	Termite Treatment	\$ -	\$ 14,359	\$ 14,359	\$ 0.20	
310000	Asphalt Paving	\$ 188,689	\$ -	\$ 188,689	\$ 2.66	
324000	Unit Pavers	\$ -	\$ -	\$ -	\$ -	
312500	Pavement Markings	\$ -	\$ 30,775	\$ 30,775	\$ 0.43	
323000	Site Improvements - Allowance	\$ -	\$ -	\$ -	\$ -	
321410	Fencing & Gates	\$ -	\$ 320,688	\$ 320,688	\$ 4.52	
329900	Retaining Walls	\$ -	\$ -	\$ -	\$ -	
329000	Landscape & Irrigation	\$ -	\$ 478,562	\$ 478,562	\$ 6.75	
330000	Site Utilities	\$ 681,514	\$ -	\$ 681,514	\$ 9.61	
Cost of Work Subtotal		\$ 3,541,509	\$ 26,649,307	\$ 30,190,816	\$ 375.74	
Design Completion Factor	0.00%	\$ -	1.00%	\$ 266,493	\$ 266,493	\$ 3.76
Market Volatility Contingency	0.00%	\$ -	0.25%	\$ 66,623	\$ 66,623	\$ 0.94
Contractor Contingency	3.00%	\$ 106,245	3.00%	\$ 799,479	\$ 905,724	\$ 12.77
Building Permit	Excluded		Excluded (Exempt)			

Cost Estimate Comparison Sheet

Kerrville Public Safety Facility
Early Work Package - 01 + Balance to Finish

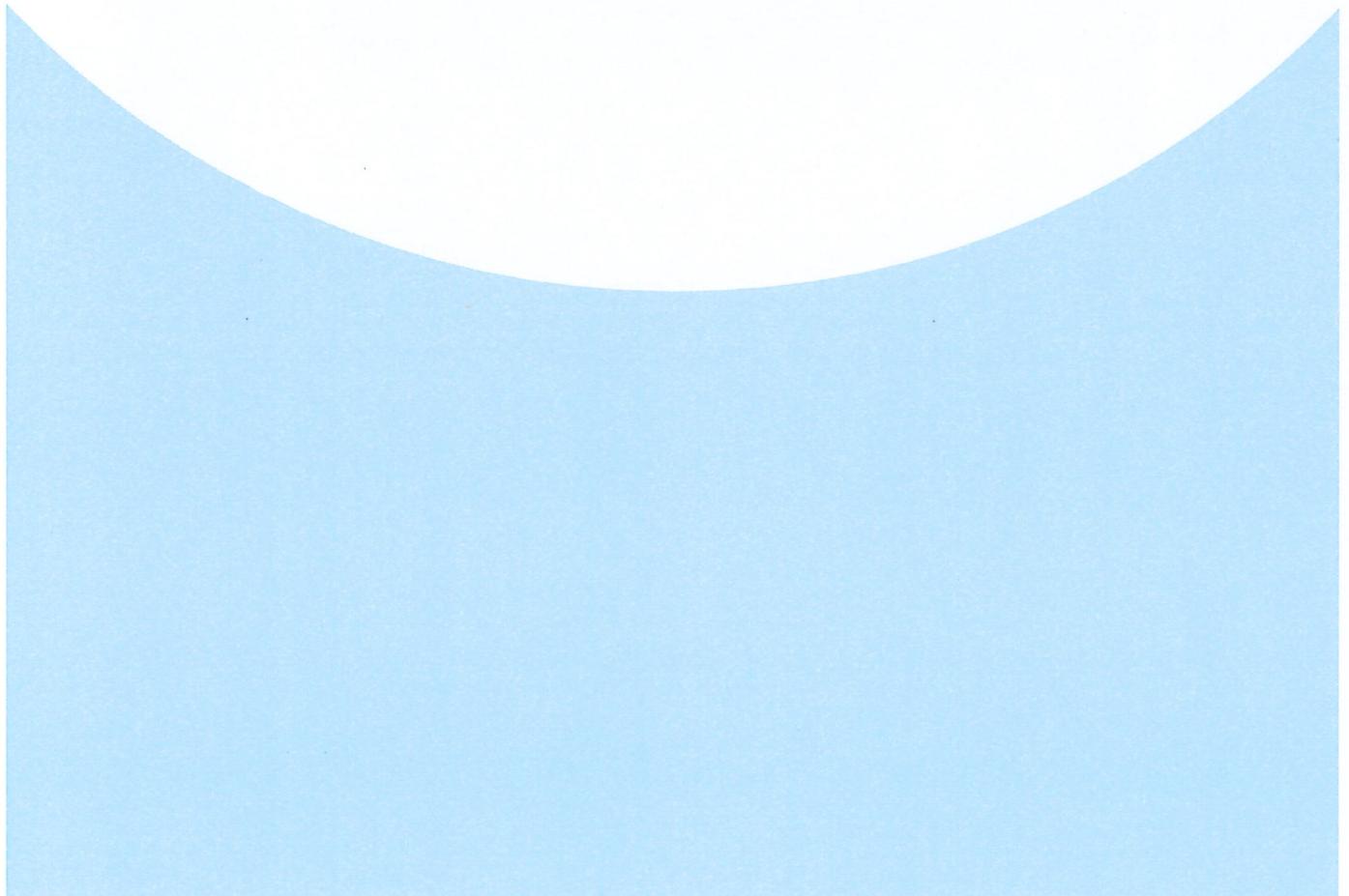
Date: November 22, 2023

70,924 sqft

Bid Package #	Bid Package Description	Early Work Package 01 Total		Balance to Finish	Combined Total	Cost/SF	Notes
	Construction Costs Subtotal	\$ 3,647,754		\$ 27,781,903	\$ 31,429,657	\$ 443.15	
	CGL & Umbrella Insurance	\$ -		\$ -	\$ -	\$ -	
	Professional Liability	\$ -		\$ -	\$ -	\$ -	
	Builder's Risk	\$ -		\$ -	\$ -	\$ -	
	Payment & Performance Bond	\$ -		\$ -	\$ -	\$ -	
	Construction Costs & Insurance Subtotal	\$ 3,647,754		\$ 27,781,903	\$ 31,429,657	\$ 443.15	
	General Conditions	\$ 2,581,813		\$ -	\$ 2,581,813	\$ 36.40	
	Subtotal	\$ 6,229,567		\$ 27,781,903	\$ 34,011,470	\$ 479.55	
	Design Builders Fee	2.95% \$ 183,772	2.95% \$ 819,566	\$ 1,003,338	\$ 14.15		
	Preconstruction Fee	\$ 55,000		\$ -	\$ 55,000	\$ 0.78	
	Design Services Fee	\$ 2,943,928		\$ -	\$ 2,943,928	\$ 41.51	
	Contract Administration Fee	\$ 613,082		\$ -	\$ 613,082	\$ 8.64	
	911 Dispatch Consulting	\$ 29,300		\$ -	\$ 29,300	\$ 0.41	
	911 Workstation FFE Services	\$ 18,000		\$ -	\$ 18,000	\$ 0.25	
	Landscape Architect - LID Design	\$ 6,500		\$ -	\$ 6,500	\$ 0.09	
	Basic FFE Services	\$ 140,000		\$ -	\$ 140,000	\$ 1.97	
	Project SubTotal	\$ 10,219,149		\$ 28,601,469	\$ 38,820,618	\$ 547.36	
				Balance to Finish			



Qualifications



Qualifications & Clarifications

Kerrville Public Safety Facility

Early Work Package - 01 [ERP-01]

Date: November 22, 2023

General Conditions:

1	A Contractor's Construction Contingency of 3.00% is included in this estimate, and is intended for construction use only. Owner contingency is excluded from this estimate.
2	A Design Build fee of 2.95% is included on the cost summary, and is based upon the total construction cost.
3	Builders Risk Insurance is included, and based upon the total cost.
4	CGL & Umbrella Insurance is included, and based upon the total cost.
5	Payment and Performance bonds for Byrne have been included on the cost summary, and are based upon the total cost.
6	All costs associated with approvals, easements, assessments, fees, deposits, charges, permits, studies, impact fees, tap fees, services fees, or similar, required by any governing agency to include County, City, State, or Federal entities, in addition to any and all utility entities are specifically excluded.
7	Building permit cost is excluded.
8	Testing Lab services for materials, mock-ups, or delegated engineering components are to be provided by the Owner, and are excluded.
9	Testing of building components for water or air intrusion is not included and is to be provided by the Owner.
10	Commissioning Agent and Services are to be provided by the Owner. This can be included by Byrne for an additional fee, upon request.
11	The General Conditions included in this estimate are based upon approximately 17 months to substantial completion. Overall project completion is 18 months. These are also based upon the general conditions description provided with RFP.
12	Includes trucks, fuel, tolls, and maintenance related to the Byrne personnel assigned to this project. Truck / Auto Allowance is inclusive of vehicle costs, insurance, fuel and maintenance.
13	All costs for mobile phones is inclusive of mobile data management.
14	All initial and final survey's and plats required by the City are by the Owner.
15	All electrical costs associated with construction is included.
16	All water costs associated with construction is included.
17	Includes cost for a Jobsite Trailer rental, including hook-ups and dismantling, for the use of Freese & Nichols as well as the City of Kerrville staff.
18	Includes a \$10,000 Allowance to be used for the Ground Breaking Ceremony
19	This budget is to be reviewed as a whole; not as individual line items.

Temporary Construction Cost of Work Items:

1	Sales tax is excluded.
2	All furnishings, fixtures, and equipment are excluded from this budget, unless specifically noted in the budget detail.
3	All hazardous or contaminated material and soil testing, remediation, investigation, and abatement is excluded.
4	Site is assumed to be free of any contaminates, unencumbered, and ready to begin excavation work.
5	CM excludes responsibility for compliance and/or viability of point selections with regard to the design components or specifications. CM will perform due diligence with respect to the CM's specified scope of work in obtaining a LEED certifiable building.
6	BIM coordination and clash detection is included for structure and M/E/P during design and construction.
7	LEED management of onsite waste and documentation of LEED compliances is excluded.

Qualifications & Clarifications

Kerrville Public Safety Facility

Early Work Package - 01 [ERP-01]

Date: November 22, 2023

8 All costs associated with temporary fencing and gates is included.

General Comment:

- 1 This estimate is schematic, and based upon limited information available. Quantities and selections of materials and components are gathered or assumed per interpretation of the available documents. The quantities and selections may vary as the project is further developed by the design team.
- 2 Material and Labor Shortages – If serious or unusual price escalation, or material and/or labor shortages are experienced due to causes beyond the Contractor's control following the execution of this Contract, and to the extent such escalation and/or shortages increase the cost of construction or cause the Contractor to incur delays to the critical path that cannot be avoided despite the exercise of reasonable professional diligence, Contractor shall provide Owner with notice of such shortages and their potential cost and/or schedule impact and a change order shall issue to adjust the Contract Sum and Contract Time accordingly.

Division 2 - Existing Conditions:

- 1 Includes demolition of existing asphalt, curbs, and sidewalks indicated to be removed.
- 2 Removal of existing sanitary lines and manhole are included as shown.

Division 26 - Electrical:

- 1 Includes Purchasing and Procurement of Electrical Equipment only.
- 2 Procurement of Generator and ATS is included.
- 3 Procurement of Electrical Gear is included, including switchboards, panelboards, and transformers.
- 4 For empty panels schedules, assumed schedules are filled with 20A/1P breakers.
- 5 Excludes any labor, equipment, or material for the handling, install, or commissioning of generator and gear packages.
- 6 Includes Fuel Polishing component for Generator.
- 7 Includes 3 year service agreement from Manufacturer.
- 8 Excludes draw out breaker on electrical gear.
- 9 Includes expedition fee for gear delivery only.
- 10 Includes Design Assist Services as outlined in Byrne's Bid form.

Division 31 - Earthwork:

- 1 Clearing and grubbing of site is included.
- 2 Building pad is included with a 5' overbuild. A 9.5' thick Building Pad is included to achieve a PVR that is "Not Considered Expansive" per Geotechnical Report and Supplement #1 from Rock Engineering.
- 3 Excavated material from building pad will be used for site general fill as needed.
- 4 Subgrade preparation at concrete paving and asphalt paving is included.
- 5 Subgrade preparation at asphalt includes 6" of compacted subgrade, 8" of limestone base for light duty (12" for medium duty), and Tensar geogrid.
- 6 Subgrade preparation at concrete is included as 2" of limestone / flexible base at typical sidewalks and 6" at dumpster area and site aprons.
- 7 2" of type D Asphalt Paving is included for light and medium duty areas.
- 8 Light duty is included at parking spots and medium duty is included at drive areas.
- 9 Site Enabling includes SWPPP book, weekly inspections, maintenance and measures, construction entrances and removal of SWPPP.

Division 33 - Utilities:

Qualifications & Clarifications

Kerrville Public Safety Facility

Early Work Package - 01 [ERP-01]

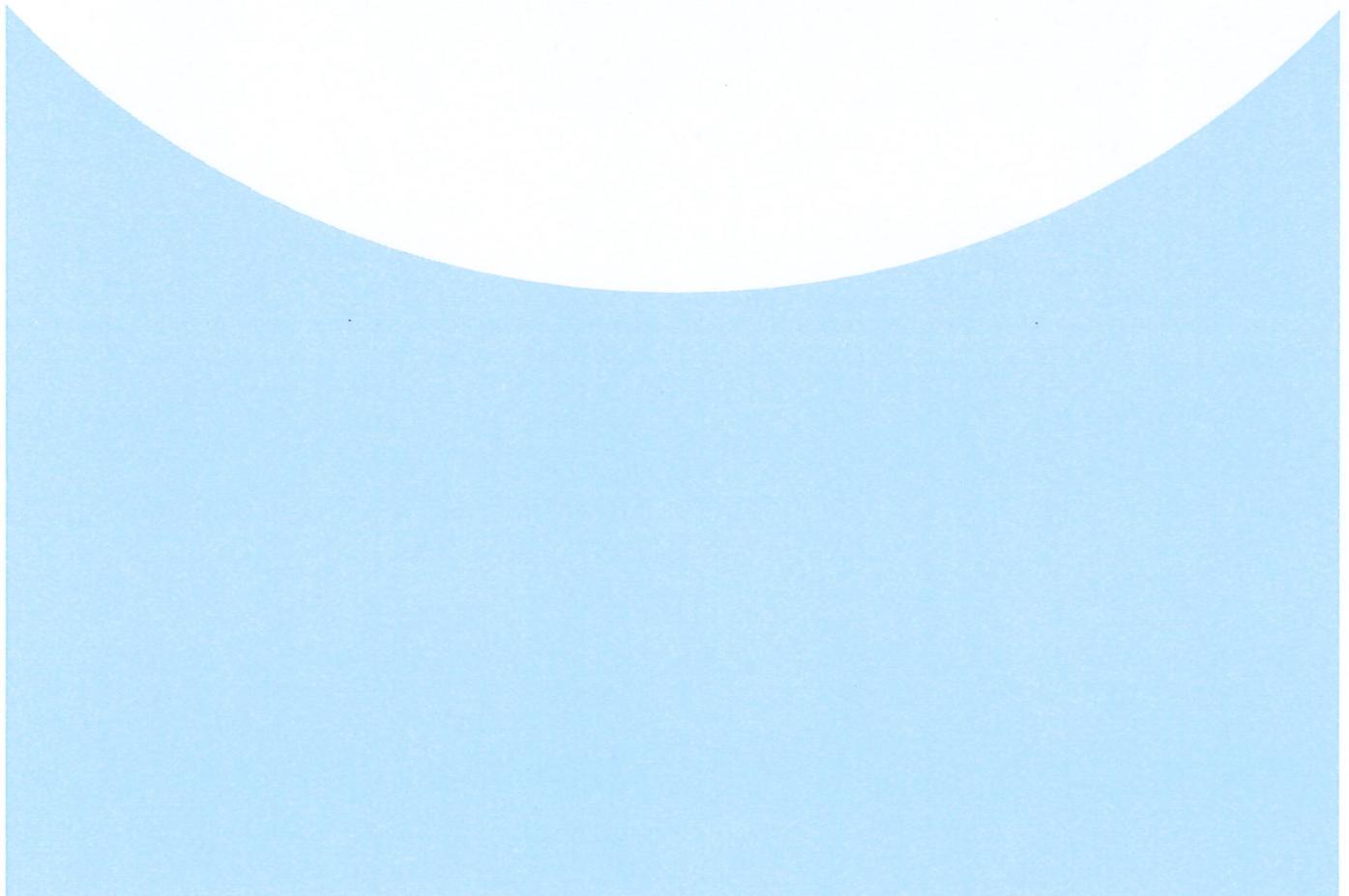
Date: November 22, 2023

1	Hi-lining water main or temporary bypass to maintain water service is excluded. Byrne and utilities subcontractor to coordinate with city for temporary shut downs.
2	For street tie-ins, asphalt repair is included for the trench width only.
3	Three valves are included for each water main tie in as indicated at hydrant and water loop taps, not included at
4	4" Sanitary Sewer lines are included with connections to existing manholes where indicated.
5	(4) Fire Hydrant assemblies and (1) freestanding FDC is included.
6	Storm Sewer system included as indicated including, 10", 12", 18", 24", 30", 36" pipe, 3' x 3' grate inlets, 2' x 2' area drains, 5' curb inlets.
Other	
1	N/A

Attachment D



Document Log



Contract Documents List

Kerrville Public Safety Facility
Early Work Package - 01 [ERP-01]

Date: 11/14/2023

Sheet	Original Date	Sheet Name
BID PACKAGE MANUAL		
Bid Package Manual	11/14/23	Invitation to Bid
Bid Package Manual	11/14/23	Instructions to Bidders
Bid Package Manual	11/14/23	Summary of Work
Bid Package Manual	11/14/23	Bid Package List
Bid Package Manual	11/14/23	Sample Subcontract Agreement
Bid Package Manual	11/14/23	Supplemental Subcontract Conditions
Bid Package Manual	11/14/23	Exhibit A – Contract Documents
Bid Package Manual	11/14/23	Exhibit B – Subcontractor Safety Responsibilities
Bid Package Manual	11/14/23	Exhibit C – Safety Policy for Drugs, Alcohol, and Other Prohibited Articles
Bid Package Manual	11/14/23	Exhibit D – Project Schedule
Bid Package Manual	11/14/23	Subcontractor's Payment Bond Form
Bid Package Manual	11/14/23	Subcontractor's Performance Bond Form
Bid Package Manual	11/14/23	Applications & Certificate for Payment Form
Bid Package Manual	11/14/23	Schedule of Values Form
Bid Package Manual	11/14/23	Final Payment Release
Bid Package Manual	11/14/23	Subcontractor Daily Report Form
Bid Package Manual	11/14/23	Job Hazard Analysis (JHA) Form
Bid Package Manual	11/14/23	Warranty Form
Bid Package Manual	11/14/23	TWCC Form 83
Bid Package Manual	11/14/23	Sample ACORD Certificate of Insurance
Bid Package Manual	11/14/23	Exhibit E - Bid Package Forms (for each trade)
SPECIFICATIONS		
110	10/27/23	Table of Contents
02 41 00	10/27/23	DEMOLITION
03 10 00	10/27/23	CONCRETE FORMING AND ACCESSORIES
03 11 00	10/27/23	CONCRETE FORMING
03 20 00	10/27/23	CONCRETE REINFORCING
03 30 00	10/27/23	CAST-IN-PLACE CONCRETE
31 00 00	10/27/23	SITE CLEARING
31 11 00	10/27/23	CLEARING AND GRUBBING
31 22 00	10/27/23	GRADING
31 23 16	10/27/23	EXCAVATION
31 23 16.13	10/27/23	Trenching
31 23 23	10/27/23	Fill
31 23 23.23	10/27/23	Compaction
31 37 00	10/27/23	RIPRAP
32 11 13	10/27/23	Lime-Treated Subgrades
32 11 23	10/27/23	AGGREGATE BASE COURSES
32 12 16	10/27/23	ASPHALT PAVING
32 16 13	10/27/23	CONCRETE CURBS AND GUTTERS
32 17 23	10/27/23	PAVEMENT MARKINGS
32 92 13	10/27/23	HYDROMULCHING
32 92 19	10/27/23	SEEDING
32 92 23	10/27/23	SODDING
33 01 10	10/27/23	HYDROSTATIC TESTING OF WATER LINES
33 10 00	10/27/23	WATER UTILITIES
33 11 16	10/27/23	SITE WATER UTILITY DISTRIBUTION
33 13 00	10/27/23	DISINFECTING OF WATER UTILITY DISTRIBUTION

Contract Documents List

Kerrville Public Safety Facility
Early Work Package - 01 [ERP-01]

Date: 11/14/2023

Sheet	Original	Sheet Name
33 31 11	10/27/23	Site Sanitary Utility Sewerage Piping
33 41 11	10/27/23	Site Storm Utility Drainage Piping
262310	11/03/23	Packaged Engine Generators - Diesel
262413	11/03/23	Switchboards
263610	11/03/23	Bypass Transfer Switches - Russ
Drawings		
B-001	10/27/23	GEOTECHNICAL BORE LOGS (SHEET 1)
B-002	10/27/23	GEOTECHNICAL BORE LOGS (SHEET 2)
C-001	10/27/23	CIVIL GENERAL NOTES
C-501	10/27/23	CIVIL SITE DETAILS (SHEET 1)
C-502	10/27/23	CIVIL SITE DETAILS (SHEET 2)
C-503	10/27/23	CIVIL SITE DETAILS (SHEET 3)
CG101	10/27/23	PAVING & GRADING PLAN (SHEET 1)
CG102	10/27/23	PAVING & GRADING PLAN (SHEET 2)
CG701	10/27/23	MASTER DRAINAGE PLAN (SHEET 1)
CG702	10/27/23	MASTER DRAINAGE PLAN (SHEET 2)
CG801	10/27/23	EROSION CONTROL PLAN
CG851	10/27/23	EROSION CONTROL DETAILS
CS101	10/27/23	OVERALL SITE PLAN
CS701	10/27/23	DIMENSIONAL CONTROL PLAN (SHEET 1)
CS702	10/27/23	DIMENSIONAL CONTROL PLAN (SHEET 2)
CS703	10/27/23	DIMENSIONAL CONTROL TABLES (SHEET 1)
CS704	10/27/23	DIMENSIONAL CONTROL TABLES (SHEET 2)
CU101	10/27/23	UTILITY PLAN
CU501	10/27/23	CIVIL UTILITY DETAILS (SHEET 1)
CU502	10/27/23	CIVIL UTILITY DETAILS (SHEET 2)
VF101	10/27/23	EXISTING CONDITIONS & DEMOLITION PLAN
FX101	10/27/23	FIRE PROTECTION PLAN
E000	10/09/23	ELECTRICAL SYMBOLS & ABBREVIATIONS
E010	10/09/23	ELECTRICAL SITE PLAN
E111	10/09/23	ELECTRICAL LIGHTING PLAN - COURT & STORAGE
E112	10/09/23	ELECTRICAL LIGHTING PLAN - NORTH
E113	10/09/23	ELECTRICAL LIGHTING PLAN - SOUTH
E211	10/09/23	ELECTRICAL POWER PLAN - COURT & STORAGE
E212	10/09/23	ELECTRICAL POWER PLAN - NORTH
E213	10/09/23	ELECTRICAL POWER PLAN - SOUTH
E401	10/09/23	ONE-LINE DIAGRAM
E501	10/09/23	PANEL SCHEDULES
E502	10/09/23	PANEL SCHEDULES
E503	10/09/23	PANEL SCHEDULES
Addenda		
To Be Determined		To Be Determined



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

SUBJECT: Purchase Sale Agreement between the City of Kerrville, Economic Improvement Corporation (EIC) and Megaacrete Real Estate, LLC (Project Mount Saddle), which agreement provides for the EIC to convey property it owns along the 300 block of Peterson Farm Road, consisting of approximately 86.71 acres.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** December 15, 2023

SUBMITTED BY: Michael Hornes, Assistant City Manager

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? Yes

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Project Mount Saddle, or Litecrete, has been working on their due diligence on the 86 acre EIC property since March of this year. They have completed that process and are hoping to finalize the property transaction and begin ordering equipment for the facility. Agreements are in the works with the City and the County to upgrade Al Mooney Road, and a portion of Peterson Farms Road to accommodate additional traffic. The City has already approved the Interlocal agreement and the County will consider it at the November 13 Commissioner's Court, prior to the EIC meeting.

The 86 acres were originally purchased by EIC to be gifted to a U.S. Department of Agriculture's Insects Laboratory, which means Kerrville would have benefited from the jobs, but not property taxes or sales tax revenues. Project Mount Saddle will be placing a roughly \$35 million investment in the property as well as generating a substantial amount of sales tax at full build out. Based on the projected sales, by year three they will be generating sales between \$25-30 million. In addition, they will be creating jobs which pay above average county wages in the production of their advanced construction materials. The official term for

the material is Autoclaved Aerated Concrete, which is an ultra-lightweight concrete used for structural purposes in both the commercial and residential sectors.

A part of the requirement in the agreement is that Litecrete will establish Kerrville as their sales office. In addition to the manufacturing, the group has discussed building a Customer Service Center to showcase their product and possibly a training facility. Attached to this agenda will be a brochure of their product offering.

RECOMMENDED ACTION:

Finalize the Economic Development Project Application to The City of Kerrville, Economic Improvement Corporation (EIC), from Litecrete, Inc. (Project Mount Saddle), for the Economic Improvement Corporation to convey property it owns along the 300 block of Peterson Farm Road.

ATTACHMENTS:

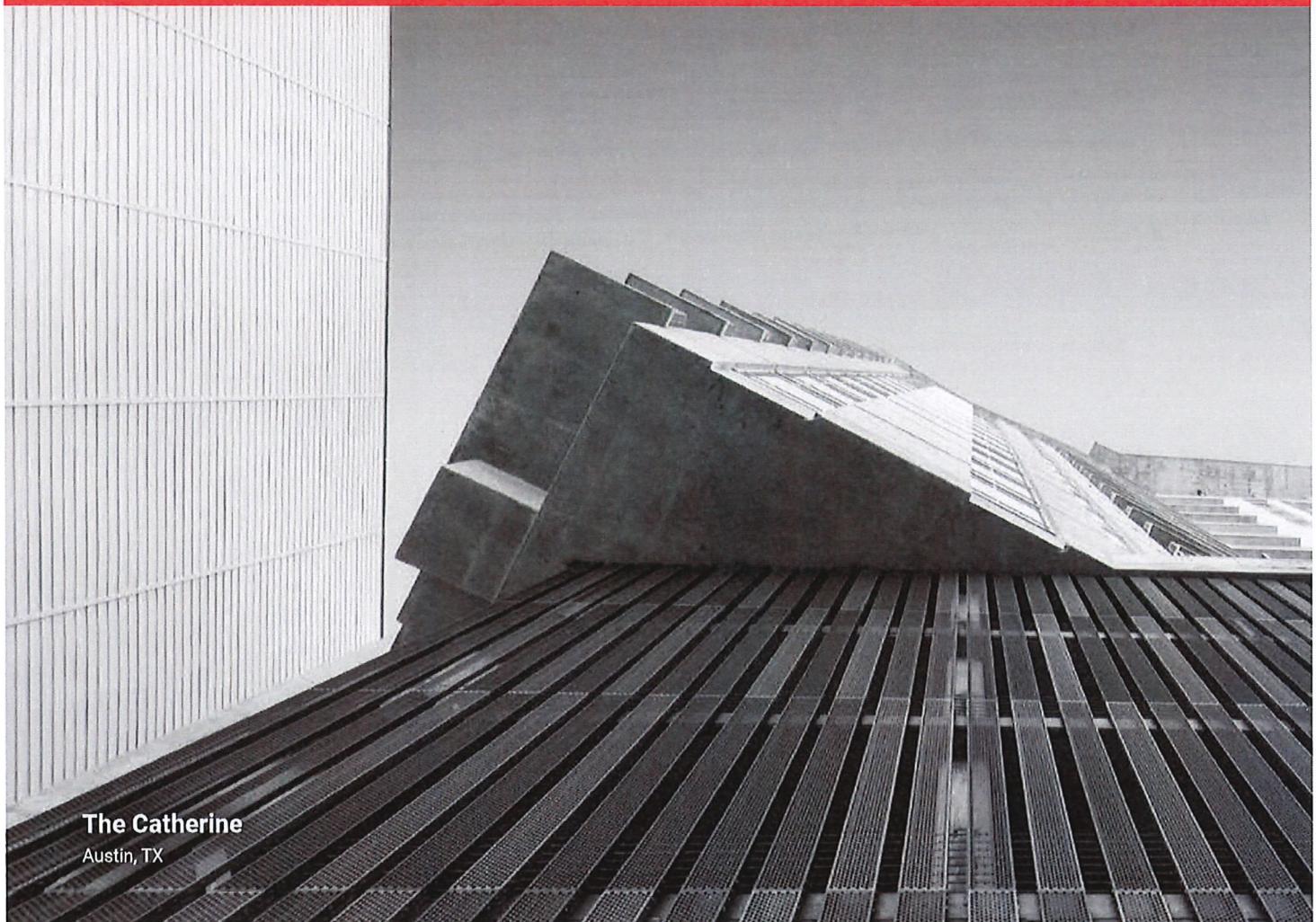
[*20231212_Modular Capabilities Brochure 2022.pdf*](#)



HIGH-PERFORMANCE BUILDING SOLUTIONS FOR THE REAL WORLD

Autoclaved Aerated Concrete (AAC) + Modular Building Systems


Exclusive Hebel Distributor





Our Promise To You

Building Innovative Solutions

We help project teams employ high-performance building systems that deliver superior performance and resiliency at a competitive cost of construction.



Champions Of High-Performance Building Systems

The Modular team is an authority in Hebel® autoclaved aerated concrete (AAC) and high-performance modular building systems. We focus on helping project teams successfully design and construct better performing, more resilient, and cost-effective buildings using innovative solutions.



Solution Development

Applying building science to develop high-performance building materials and assemblies.



Education & Training

Classroom and field instruction in design, engineering, and construction of AAC building systems.



Design & Engineering Support

Full project support from pre-design evaluation and budgeting to final delegated engineering plans.



Logistics & Delivery

Pre-construction planning and material delivery coordination at the jobsite.



Construction Support

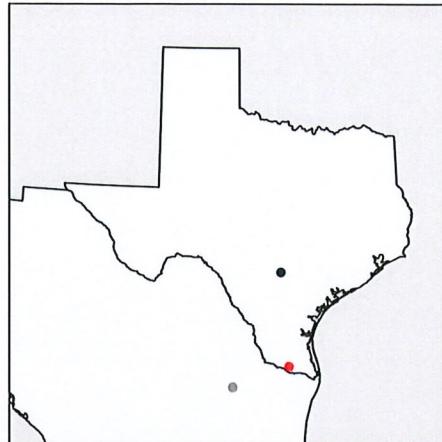
Remote and on-site technical support during all phases of construction.



Leading Global AAC Brand

Hebel is an established global leader of autoclaved aerated concrete building products with over 28 years of proven success in North America. Hebel AAC products sold in the United States are manufactured under license in Monterrey, Mexico.

- In production for 80+ years
- Implemented in the United States for 28+ years
- Recognized by building code in 30 countries
- Manufactured in 91 plants worldwide



Hebel is a trademark
of Xella Group Germany

● Modular Sales Office
San Antonio, TX

● Modular Inventory Yard
Pharr, TX

● Hebel Manufacturing
Monterrey, MX

High-Performance

Provides the best fire, sound, and energy efficient performance.

01 Fire

Non-combustible material and 18 UL-listed assemblies with up to 4-hour load-bearing fire rating.

02 Sound

Over 30 evaluated wall and floor assemblies with sound reduction ratings up to STC-68.

03 Energy

Integrated insulation and mass wall with performance up to 230% of energy code.

Resilient

Builds structures that are robust, long-lasting, and safe.

01 Moisture

Does not rot or decay and resistant to mold and mildew growth.

02 Windstorm

Meets highest windstorm code including Texas, Florida, and Miami-Dade.

03 Pests

Impervious to burrowing and destruction by insects and rodents.

Cost-Effective

Increases performance and lowers total cost of ownership.

01 Simpler Construction

Fewer trades, materials and installation steps lowers construction costs.

02 Faster Schedule

Additional savings from faster schedule and lower risk of delays.

03 Operating Savings

Lower long-term energy, maintenance, repair, and insurance costs.



AUTOCLAVED AERATED CONCRETE

Ultra-Lightweight Cellular Concrete

SPECIFICATIONS	AAC-4	AAC-6
Nominal Dry Bulk Density (lb/ft ³)	31	37
Min. Compressive Strength (psi)	580	870
Thermal Conductivity (K)	0.9124	0.9811
Thermal Resistance Per Inch (R)	1.09	1.02



79%

lighter than
standard concrete

MANUFACTURING PROCESS

01

Ingredients are mixed and poured into a mold

02

Concrete mixture reacts chemically and expands to double original volume

03

The raw concrete slab is cut into individual blocks and panels

04

Unfinished products are placed in an autoclave and cured with heat and steam

05

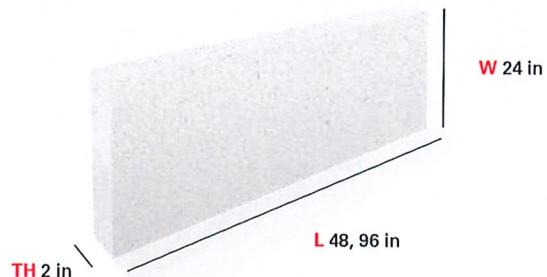
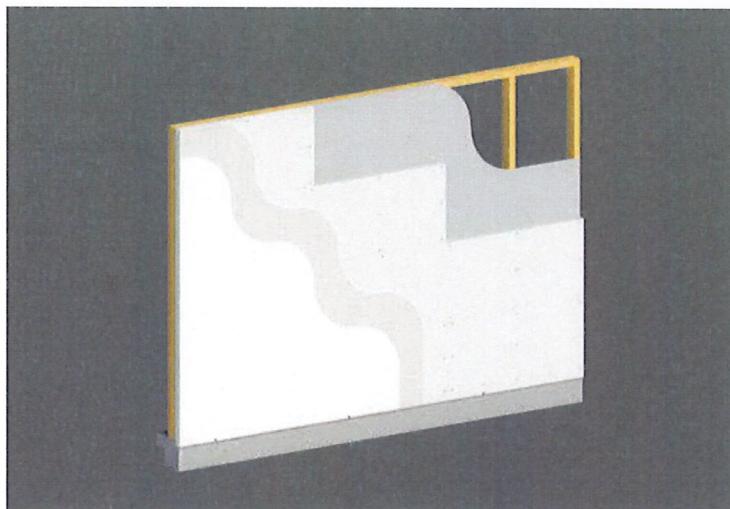
Finished products are packaged for delivery

Applications		Power Panel	Power Floor	Wall Panel	Floor & Roof Panel	Structural Wall Panel	Hebel Metal	Masonry	Fence Panel
COMMERCIAL	Exterior Walls	•		•		•	•	•	
	Interior Walls					•	•	•	
	Elevated Floor		•		•				
	Roofs				•				
RESIDENTIAL	Exterior Walls	•						•	
	Interior Walls							•	
	Elevated Floor		•		•				
	Roofs				•				
INDUSTRIAL	Exterior Walls	•		•		•		•	
	Interior Walls							•	
	Elevated Floor		•		•				
	Roofs				•				
OTHER	Stairs & Elevator Shafts					•		•	
	Fire-rated Assemblies	•	•	•	•	•		•	
	Fencing & Sound Barriers								•
	Parking Structures			•					

HEBEL POWER PANEL

Resilient Insulated Cladding for Framed Walls

Hebel Power Panel upgrades standard wood and metal framed buildings with a tough and insulated exterior cladding. This panel is highly resistant to fire, moisture, pests, as well as damage from impact.



Applications:

Single-family, Multi-family, Assisted Living, Student Housing, Office, Retail, Hospitality

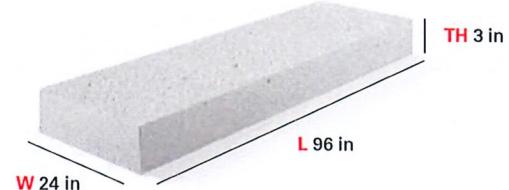
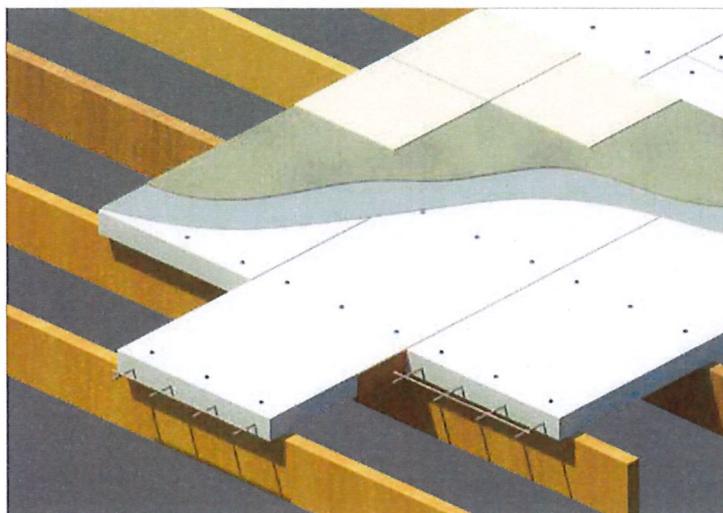


Tres Lagos
McAllen, TX

HEBEL POWER FLOOR

Lightweight, Rigid, and Resilient Floor Decking

Hebel Power Floor significantly improves durability and occupant experience over conventional wood decking at a fraction of the cost of other precast or cast-in-place concrete floor systems.



Applications:

Single-family, Multi-family, Assisted Living,
Student Housing, Hospitality

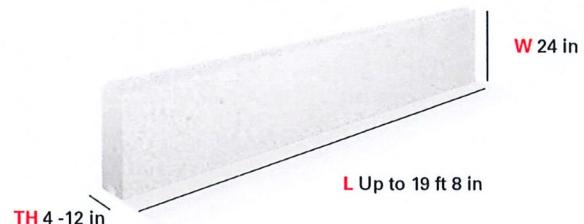
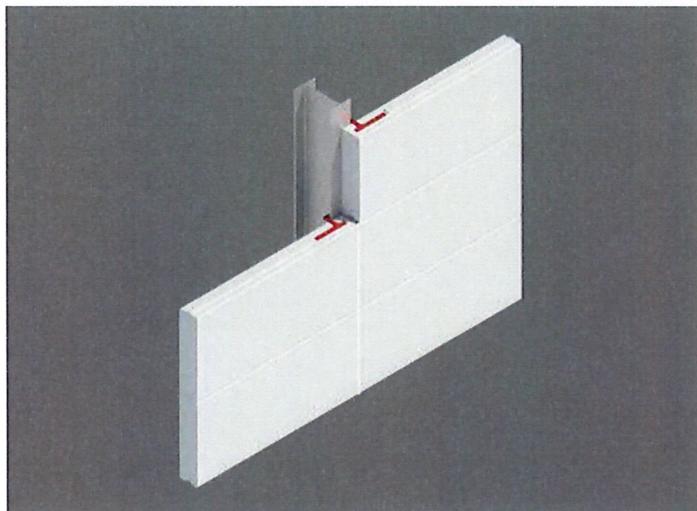


Yaupon by Agave
New Braunfels, TX

HEBEL WALL PANEL

Lightweight Insulated Wall Enclosure

Hebel Wall Panel is a high-performance, quick-to-install, economical system for enclosing and insulating steel or concrete framed buildings.



Applications:

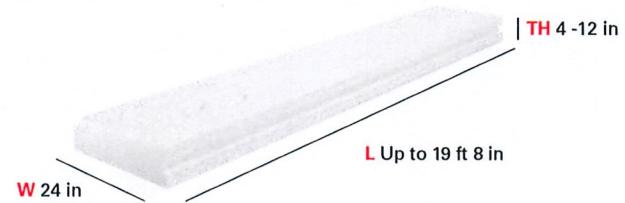
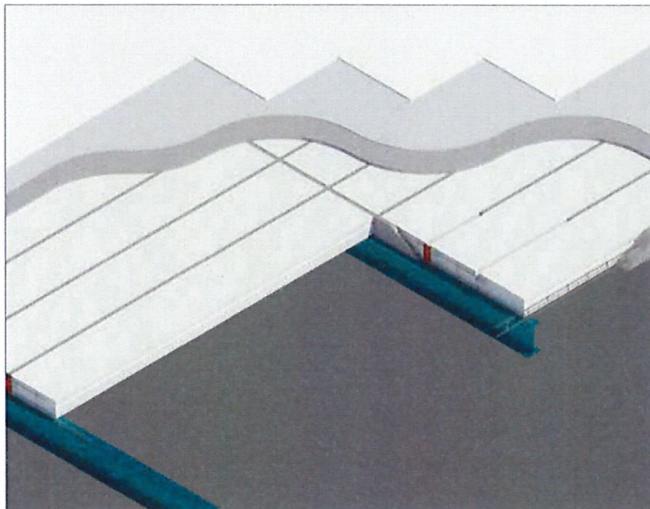
Warehouse, Industrial, Flex, Retail,
Government, Office, Parking Garage



HEBEL FLOOR AND ROOF PANEL

Lightweight Structural Floor and Roof

Hebel Floor and Roof Panels are lightweight load-bearing concrete decking for intermediate spans up to 19'-8" that can be supported on wood, cold-formed steel, structural steel, or concrete frame systems.



Applications:

Office, Hospitality, Multi-Family, Industrial,
Retail, Single-Family, Student Housing

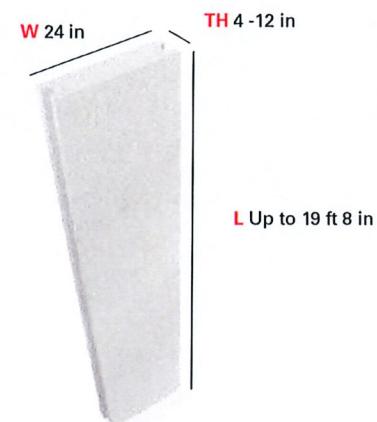
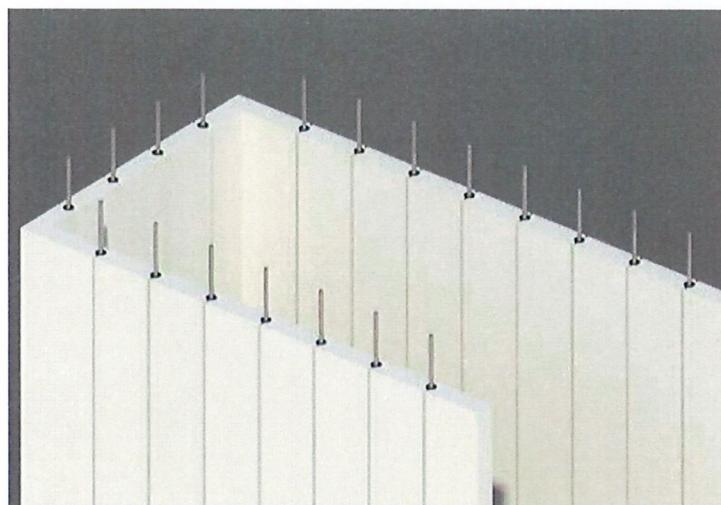


Waterfront Apartments
Galveston, TX

HEBEL STRUCTURAL WALL PANEL

Vertical Load-Bearing Insulated Wall

Hebel Structural Wall Panel is a load-bearing precast wall that provides structure, enclosure, and insulation in one system.



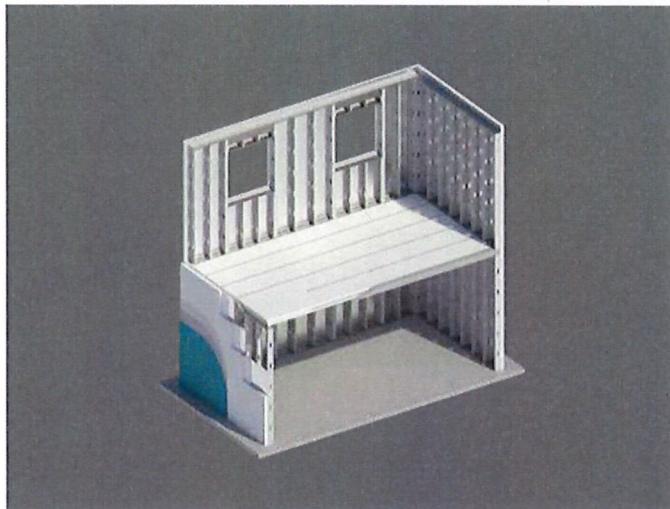
Applications:
Office, Hospitality, Multi-Family, Industrial, Retail



HEBEL METAL

Prefabricated Modular Interior + Exterior Walls

Hebel Metal is prefabricated load-bearing cold-formed steel interior and exterior wall modules with integrated insulation and finishes that significantly accelerate installation for larger building projects.

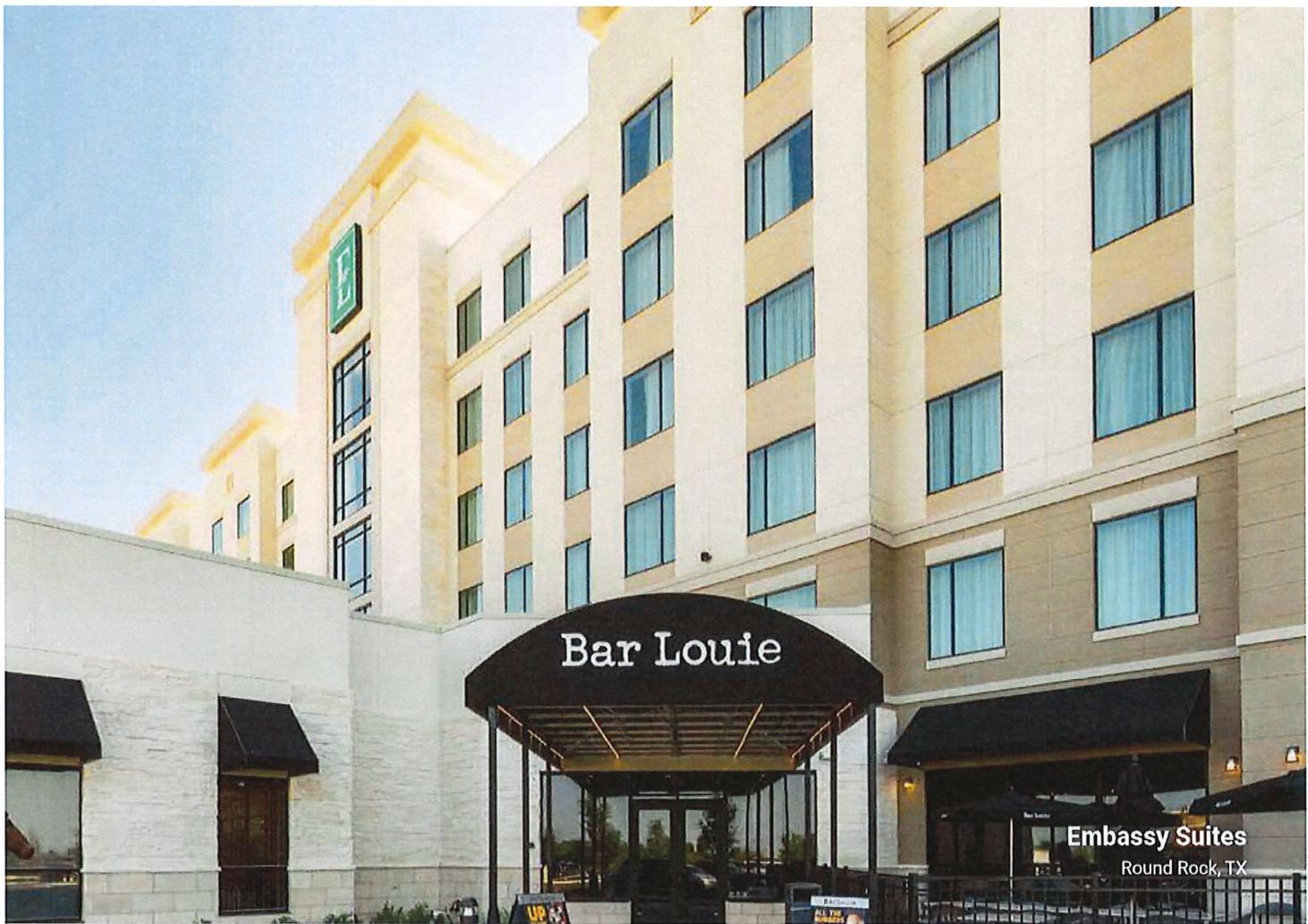


H Up to 11 ft

W Up to 24 ft

Applications:

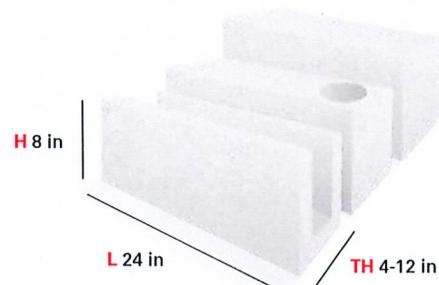
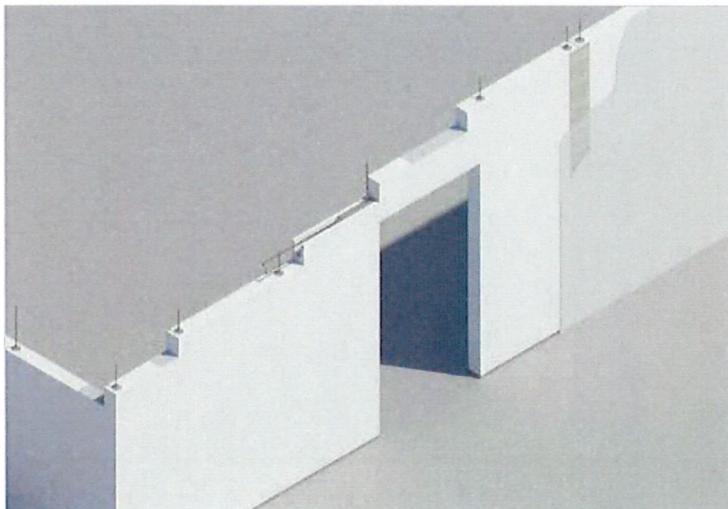
Warehouse, Industrial, Office, Hospitality



HEBEL MASONRY

High-Performance Building Envelope + Structure

Hebel Masonry is reinforced masonry that provides building enclosure, insulation, and structure in a single integrated solution.



Applications:
Retail, Single-Family, Multi-Family,
Medical, Fire/Sound Wall

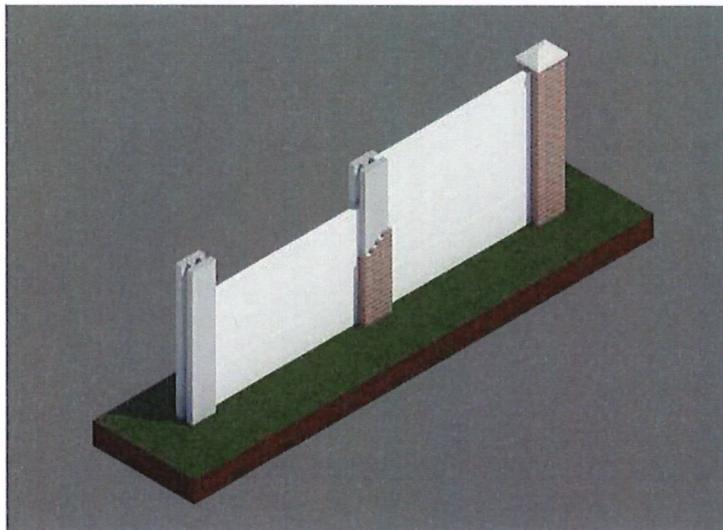


HEB Curbside
Spring, TX

HEBEL FENCE PANEL

Lightweight Concrete Fence Panel + Sound Barrier

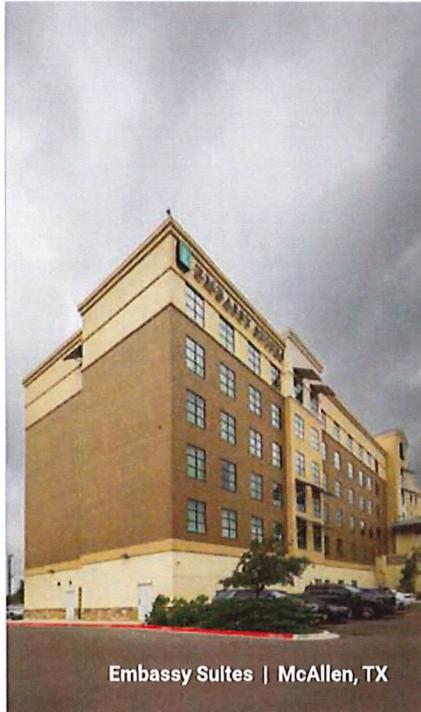
Hebel Fence Panel is a lightweight precast concrete panel for constructing privacy, screen fences and sound barriers for neighborhoods and highways.



Applications:
Single-Family, Multi-Family, Hospitality, Utilities, Sub-division, Roadways



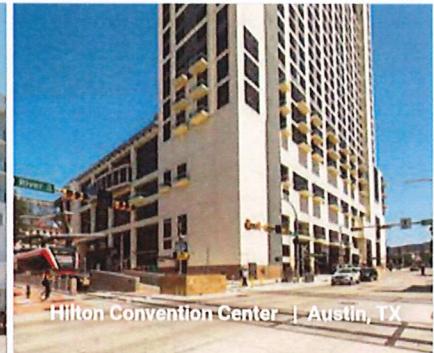
HOSPITALITY



Embassy Suites | McAllen, TX



Courtyard | South Padre Island, TX



Hilton Convention Center | Austin, TX

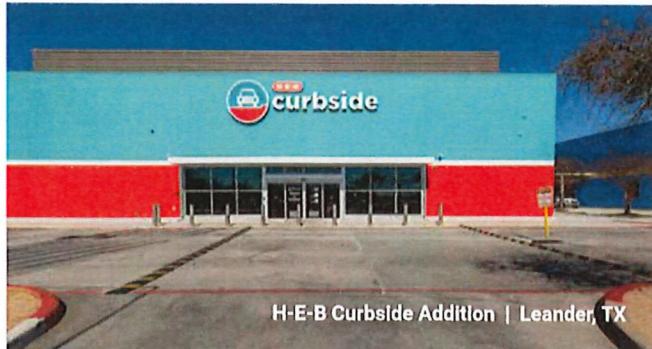


Element | Katy, TX



Home2 Suites | McAllen, TX

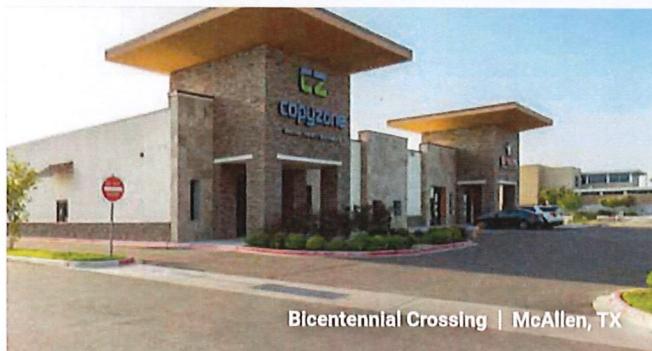
COMMERCIAL



H-E-B Curbside Addition | Leander, TX



Costco | Willowbrook, TX



Bicentennial Crossing | McAllen, TX



Texas Orthodontic Specialists | Houston, TX

CIVIC & GOVERNMENT



Austin Convention Center | Austin, TX



Texas DPS | Edinburg, TX

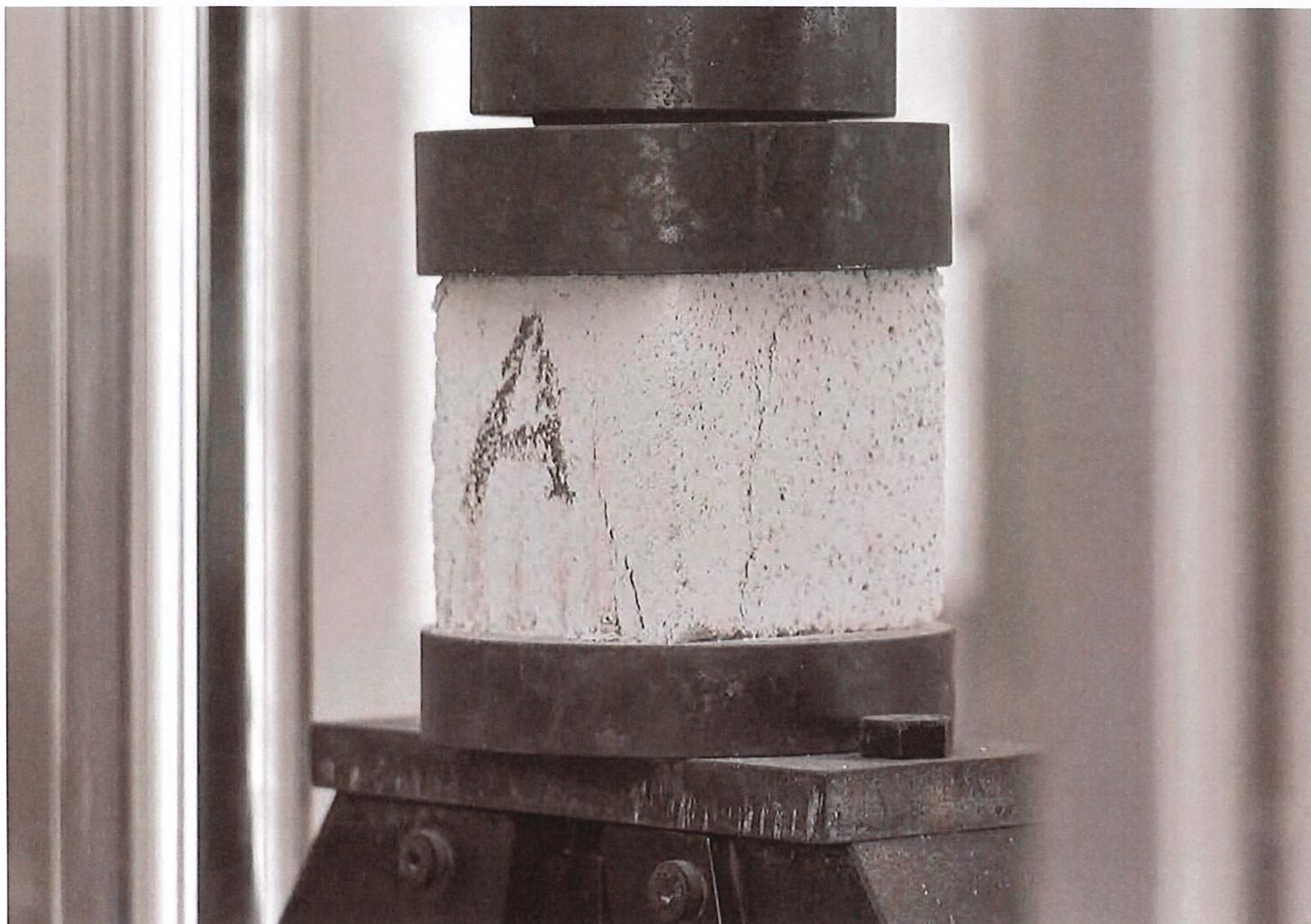
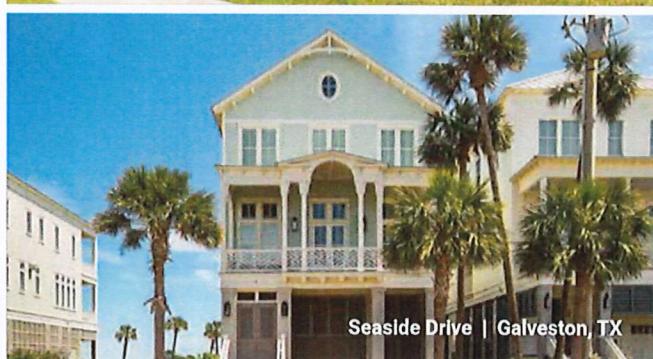
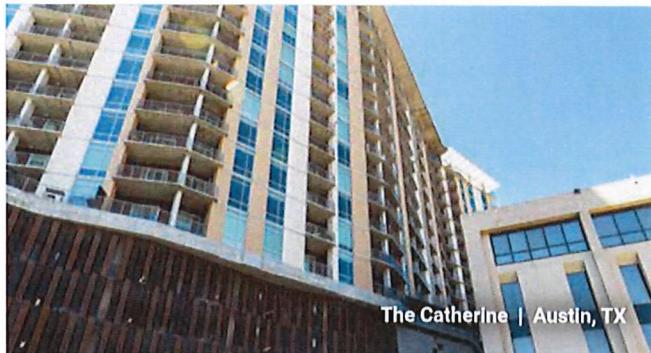


TDCJ | McAllen, TX



Palmer Event Center | Austin, TX

RESIDENTIAL



SPECIFICATIONS

SPECIFICATIONS	AAC-4	AAC-6
Nominal Dry Bulk Density (lb/ft ³)	31	37
Min. Compressive Strength (psi)	580	870
Thermal Conductivity (K)	0.9124	0.9811
Thermal Resistance Per Inch (R)	1.09	1.02

AAC	R-VALUES		STC		
	IN	AAC-4	AAC-6	AAC-4	AAC-6
2		2.16	2.01	33	34
3		3.24	3.01	36	37
4		4.31	4.01	41	42
5		5.39	5.02	43	44
6		6.47	6.02	44	46
7		7.55	7.02*	45	47
8		8.63*	8.03*	47	48
10		10.79*	10.03*	49	51
12		12.94*	12.04*	51	53

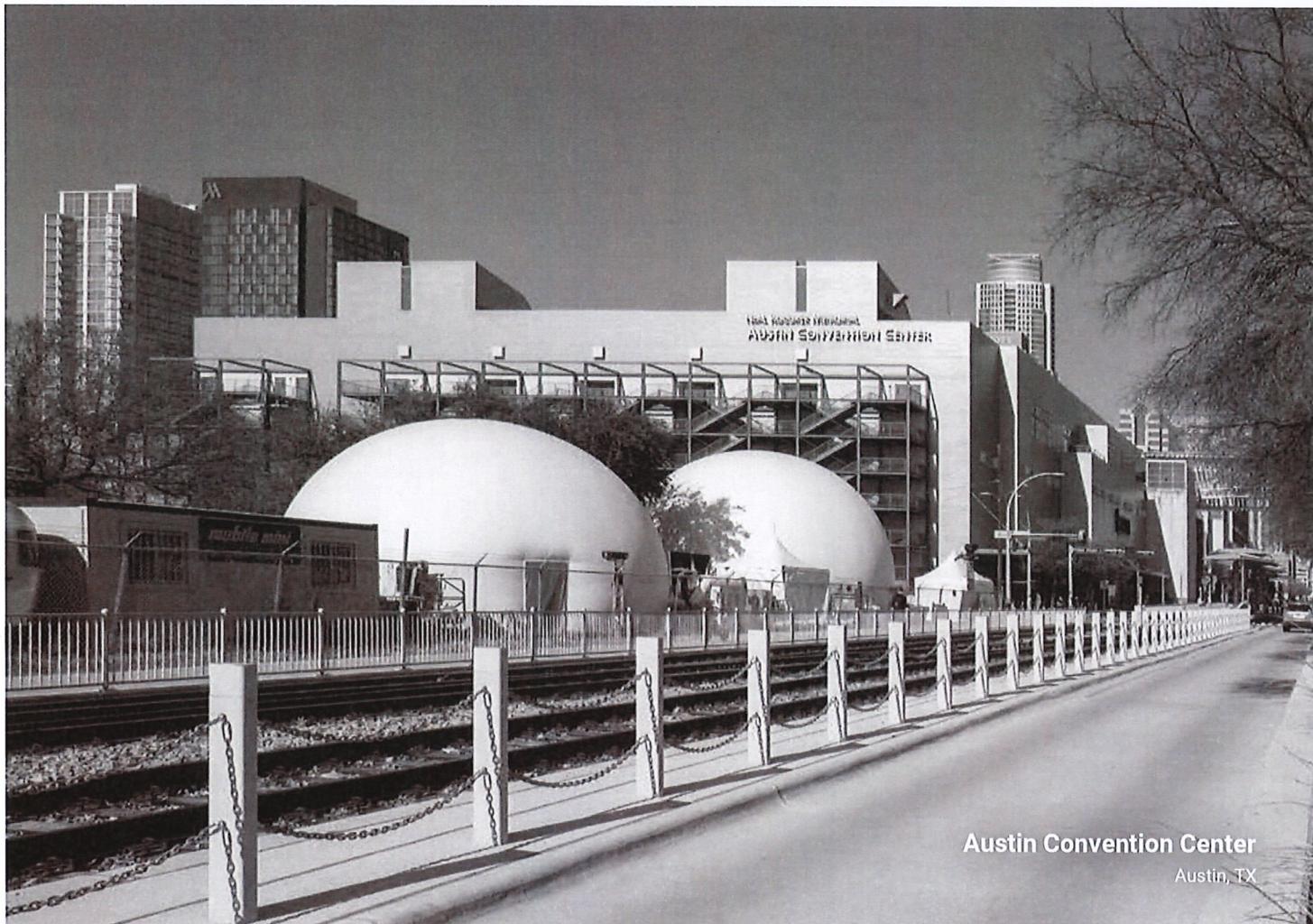
* Thermal Mass Wall



TESTING AND STANDARDS

TESTING	RESULTS
ASTM E119 (UL/ANSI 263) - Fire Tests of Building Construction and Materials	Up to 4-hour fire resistance rating
ASTM E136 - Standard Test Method for Behavior of Material in a Vertical Tube Furnace at 750°F	Pass (non-combustible)
ASTM C518 - Standard Test Method for Steady State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus	AAC-4: $K=0.9124 \text{ Btu in/ft}^2 \text{ h}^\circ\text{F}$ AAC-6: $K=0.9811 \text{ Btu in/ft}^2 \text{ h}^\circ\text{F}$
ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements	Materials: STC 33-53 Assemblies: Up to STC 68

DESIGN STANDARDS	
Hebel Masonry	IAPMO UES: ER405 - Reinforced Panels & Masonry American Concrete Institute ACI-530 The Masonry Society TMS 402 American Society of Civil Engineers ASCE 5
Reinforced Panels	IAPMO UES ER405 - Reinforced Panels & Masonry IAPMO UES ER350 - Hebel Power Floor IAPMO UES ER381 - Hebel Power Panel American Concrete Institute ACI 526R



LAB TESTED AND CODE APPROVED

Certifications & Listings



Demonstrating conformance with standards and codes.



Non-hazardous materials and components.



Classified fire-rated floor and wall assemblies.



Listed QPL-90 noise barriers for highway infrastructure.



Environmental Product Declaration (EPD) Reports.



Windstorm insurance product evaluation listing MA-05.

Design Standards



Specifications for AAC masonry and reinforced panels.



Building code requirements for masonry structures.



Building code requirements for masonry structures.

Research & Testing



Governing standards for manufacturing and quality control.



Structural testing and evaluation that led to inclusion in IBC.



Structural testing of Power Floor and Power Panel.

Modular Sales Office
833 Isom Road
San Antonio, TX 78216
sales@mcsupply.com
726-336-9006
www.mcsply.com





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

SUBJECT: Economic Development Grant Agreement between Lennar Homes of Texas Land and Construction, Ltd., and the City of Kerrville, Texas Economic Improvement Corporation.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** October 13, 2023
2023

SUBMITTED BY: Michael Hornes, Assistant City Manager

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? Yes

Key Priority Area H - Housing

Guiding Principle N/A

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:

Lennar homes is planning to build a 500+ unit single family subdivision along Loop 534 and Olympic Drive. In addition to this residential development Lennar will be providing regional infrastructure to the area. Their request is a grant to help fund construction of the Regional Infrastructure in support of the commercial expansion of the area, in addition their detention needs. This infrastructure is necessary to promote or develop new or expanded business enterprises and to promote the expansion of additional housing stock needed to encourage the relocation to the City of people entering the local employment pool. This grant complies with the Act and is in keeping with the mission of EIC and the City of Kerrville Economic Improvement Corporation 4B Sales Tax Funding Request Guidelines and Procedures.

“*Regional Infrastructure*” means, collectively, the public infrastructure required to be constructed in association with the development of the Development, to include all public

streets, alleys, sidewalks, public water and wastewater services, and drainage facilities, which, when extended to the border of the Property in accordance with the Development Regulations, will also serve to ready adjacent commercial properties for utility connections, which the Company will design and construct. Lennar intends to construct collector streets for the Development in two phases in accordance with the attached as **Exhibit E** titled the "Collector Phasing Exhibit".

RECOMMENDED ACTION:

Approve the Economic Development Grant Agreement between Lennar Homes of Texas Land and Construction, Ltd.

ATTACHMENTS:

[*20231212_EIC Grant Agreement - Lennar.pdf*](#)

**ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION,
LTD, AND THE CITY OF KERRVILLE, TEXAS ECONOMIC
IMPROVEMENT CORPORATION**

This **Economic Development Grant Agreement** (“Agreement”) is entered into as of the Effective Date by and between **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD**, a Texas limited partnership (“Company”), acting herein by and through U.S. Home Corporation, a Delaware Corporation, its general partner, and the **CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION** (“EIC”), a Type B Economic Development Corporation established pursuant to Chapters 501, 502, and 505 of the Texas Local Government Code, as amended (i.e., the Development Corporation Act and hereafter referred to as “the Act”), acting by and through its duly authorized President. Company and EIC are sometimes collectively referred to herein as “Parties” and individually as “Party”.

WITNESSETH:

WHEREAS, pursuant to the Act, EIC is authorized to provide funding relating to the construction of projects which EIC finds to be encompassed within the definition of “Projects”, as that word is defined by Chapters 501 and 505 of the Act; and

WHEREAS, EIC was formed to administer sales and use tax approved by the citizens of Kerrville, Texas, in May 1995, and collected for Projects including:

Expenditures that are found by the EIC to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to, streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements as provided by Section 501.103 of the Act; and

WHEREAS, Company has executed a purchase agreement to become the owner of an approximate 100.36 acre tract of land located within City’s extraterritorial jurisdiction described and depicted in **Exhibit A**, attached hereto (the “Property”), such Property included as part of an ongoing request for annexation to the City Council; and

WHEREAS, Company seeks to develop the Property to provide for single family detached dwellings that will conform with City’s understanding of “moderate-income housing” as contemplated by the definition of “Workforce Housing”, specified below; and

WHEREAS, through various studies, the City, along with other community partners, has established that retaining and expanding business enterprises is being hampered by the lack of Workforce Housing for purchase; and

WHEREAS, as part of its Comprehensive Plan (Kerrville 2050), the City has included the development of “workforce housing” as one of its action items, such housing representing housing products which typically are not addressed by the public sector (low income housing) or by the private sector (market-rate housing) and which may be more specifically defined as being affordable to those between 80% to 120% of the area median household income; and

WHEREAS, as part of its development of the Property, Company must build, improve, connect to, and/or extend public infrastructure and facilities that will not only provide services to its development, but will provide access to these improvements and public access and public utility services to additional properties in the surrounding area, as well as to commercial properties along State Loop 534, all of which will enable, incentivize, and hasten future development of new and expanded businesses in the area; and

WHEREAS, Company has advised EIC that a contributing factor that would induce Company to develop the Property in the above-described manner and for such purposes would be an agreement with EIC to provide an economic development grant to Company to defray a portion of the costs of the public infrastructure necessary for development of the Property; and

WHEREAS, finding that providing a grant to fund construction of the Regional Infrastructure (as defined below) in support of the Development (as defined below) is required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises and to promote the expansion of additional housing stock needed to accommodate citizens of Kerrville and the surrounding areas as well as to encourage the relocation to the City of people entering the local employment pool, EIC has determined that such a grant complies with the Act and is in keeping with the mission of EIC and the City of Kerrville Economic Improvement Corporation 4B Sales Tax Funding Request Guidelines and Procedures; and

WHEREAS, EIC finds that it will be in the public interest to enter into this Agreement with Company to provide a grant of 4B Sales Tax (as defined below) to Company for a portion of its costs necessary for the construction of the Regional Infrastructure; and

WHEREAS, on July 17, 2023, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, EIC held a public hearing pursuant to Section 505.159 of the Act related to the proposed expenditure of 4B Sales Tax for the purposes provided above;

NOW THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, Company, EIC, and City agree as follows:

Article I Definitions

For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

“*4B Sales Tax(es)*” means the one-half of one percent (0.5%) sales and use tax imposed pursuant to the Development Corporation Act, Title 12, Subt. C1, Chs. 501, 502, and 505, Texas Government Code, and collected by City for the benefit of EIC.

“*Affiliate*” means, with respect to any Person (as hereafter defined), any other Person directly or indirectly Controlling, Controlled by, or under common Control with such Person.

“*Bankruptcy or Insolvency*” means the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“*City*” means the City of Kerrville, Texas, a Texas home-rule city.

“*Commencement of Construction*” means plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Regional Infrastructure; and (ii) grading of the Property or construction of the building elements of the Regional Infrastructure or Development has commenced.

“*Completion of Construction*” means, with respect to Dwelling Units, the date that a certificate of occupancy or approval of the final inspection, as applicable, with respect to a Dwelling Unit has been issued by City such that the Dwelling Unit may be occupied.

“*Control*,” or any derivation thereof, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of securities, by contract or otherwise.

“*Development*” means a single family residential housing development to be known as “*Windridge*” developed with no fewer than 490 Dwelling Units constructed on Lots, with at least 40% of the Lots being not less than 45 feet in width, plus the related Regional Infrastructure, the layout of which is depicted in **Exhibit B**.

“Development Regulations” means the Zoning Code, the Subdivision Code, and all other ordinances, regulations, building codes, policies, specifications, and standards enacted or adopted by City relating to the Development and use of real property located within City’s corporate limits and/or City’s extraterritorial jurisdiction; the construction and/or installation of public utilities and/or other public improvements; and the construction of buildings and/or other structures, whether public or private.

“Dwelling Unit” means a single-family detached dwelling, as such phrase is defined in the City’s Zoning Code, constructed on a Lot.

“Effective Date” means the date this Agreement bears the signatures of authorized representatives of all of the Parties, whether appearing on the same document or in identical counterparts as provided in Section 10.13.

“Eligible Dwelling Unit” means a Dwelling Unit constructed on a Lot that qualifies as Workforce Housing for which Completion of Construction has occurred and title to which has been conveyed to a Person other than the Company or Company affiliate. Whether or not a Dwelling Unit qualifies as Workforce Housing and, therefore, an Eligible Dwelling Unit, shall be based on the purchase price of the Dwelling Unit paid by the initial buyer of the Dwelling Unit from the builder of the Dwelling Unit as set forth in the buyer’s signed HUD-1 Settlement Statement executed at the time of closing on the purchase of said Dwelling Unit.

“Fiscal Year” means the period beginning on October 1st and ending on the immediately following September 30th.

“Force Majeure” means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns, work stoppages, epidemics, or pandemics.

“Grant” means the amount of Five Million and No/100 Dollars (\$5,000,000.00) paid by EIC to Company in installments as provided in this Agreement.

“Lot” means an undivided tract or parcel of land within the Property having access to a street, which tract or parcel is, or in the future may be, offered for sale and which is designated as a distinct and separate tract identified by a lot number on an approved subdivision plat containing all or a portion of the Property, which plat has been recorded in the Official Public Records or Plat Records of Kerr County, Texas, on or after the Effective Date.

“Person” means (i) an individual or (ii) a corporation, partnership (whether

limited or general), trust, estate, unincorporated organization, association, limited liability company, or other business entity recognized and/or described in the Texas Business Organizations Code.

“*Project*” means the design and construction of the Regional Infrastructure.

“*Property*” means the real property described and depicted in **Exhibit A**.

“*Regional Infrastructure*” means the portion of the public infrastructure required to be constructed in association with the development of the Development, to include public water and wastewater services, drainage facilities, and collector roads, which, when extended to the border of the Property and/or upsized in accordance with the Development Regulations, will also serve or increase the capacity to serve adjacent commercial properties, said portion being depicted in **Exhibit C**, which Company will design and construct or cause to be designed and constructed. Company shall build the collector streets for the Development, which may be constructed in two phases, Phase I and Phase II, in accordance with the “Collector Phasing Exhibit”, which is attached as part of **Exhibit C**.

“*Related Agreement*” means that certain Development Agreement associated with the “*Windridge Reinvestment Zone Number Two*” between City and Company.

“*Substantial Completion of Construction*” means construction of the Regional Infrastructure has been completed in accordance with the Development Regulations and the plans and specifications were approved by City prior to the commencement of construction of the Regional Infrastructure, and such Regional Infrastructure is eligible for acceptance by City

“*Workforce Housing*” means a newly constructed Dwelling Unit with a sales price within the Home Ownership Value Limits for households between 80% and 120% of the Area Median Family Income (“AMFI”) within Kerr County, Texas, as annually established by the Texas Department of Housing and Community Affairs (“TDHCA”) HOME Program (Title 10, Texas Government Code, Chapter 2306), or its successor program, which is purchased from the original builder of the Dwelling Unit by a Person. If the AMFI ceases to be published by TDHCA or its successors, the Parties agree to substitute a reasonable standard for the AMFI.

Article II Term

2.1. Effective Date and Termination. Subject to approval by City’s City Council in accordance with Section 501.073 of the Act, the term of this Agreement (the “Term”) commences on the Effective Date, and terminates on the earlier of:

- (a) October 23, 2038;

(b) the date of termination when terminated by mutual agreement of the Parties;

(c) the date terminated by EIC if (i) Commencement of Construction does not occur on or before the date set forth in Section 4.4 and (ii) EIC elects to terminate this Agreement by providing notice to Company before Commencement of Construction actually occurs;

(d) the date terminated by EIC if (i) Substantial Completion of Construction of the Regional Infrastructure does not occur on or before the date set forth in Section 4.4 and (ii) EIC elects to terminate this Agreement by providing notice to Company before Substantial Completion of Construction actually occurs;

(e) the date of termination when terminated pursuant to Articles VIII or IX; or

(f) the date terminated by Company at Company's sole and absolute discretion, and not due to any other Party's default under this Agreement, upon Company's refund of the Grant, or the portion of the Grant, previously paid by EIC to Company, which obligation to refund shall survive.

2.2 Rights Upon Termination. Upon termination of this Agreement, all rights, duties, and obligations of any kind under this Agreement will automatically expire and terminate and be of no other force and effect except to the extent such obligations expressly survive the termination of this Agreement.

Article III **4B Sales Tax Grant**

3.1 Payment of Grant. Subject to the continued satisfaction of all the terms and conditions of this Agreement by Company, EIC agrees to provide Company with an amount up to and not to exceed the Grant, which EIC shall pay in installments as follows:

(a) EIC shall pay up to Two Million and No/100 Dollars (\$2,000,000.00) as the first installment of the Grant to Company not later than thirty (30) days after Substantial Completion of Construction of Phase I of the Regional Infrastructure, as depicted in **Exhibit C**, and receipt of a Payment Request for said installment, subject to Section 3.2; and

(b) EIC shall pay four installments of the Grant, each being in the amount of up to Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00), not later than thirty (30) days following the occurrence of the following and receipt by EIC of a Payment Request from Company:

(1) Upon Completion of Construction and sale of 62 Eligible Dwelling Units constructed on Lots within the Development;

(2) Upon Completion of Construction and sale of an additional 62 of the Eligible Dwelling Units (being a cumulative of 124 Eligible Dwelling Units) constructed on Lots within the Development;

(3) Upon Completion of Construction and sale of an additional 62 of the Eligible Dwelling Units (being a cumulative of 186 Eligible Dwelling Units) constructed on Lots within the Development; and

(4) Upon Completion of Construction and sale of an additional 62 of the Eligible Dwelling Units (being a cumulative of 248 Eligible Dwelling Units) constructed on Lots within the Development.

Notwithstanding the foregoing to the contrary, EIC shall have the right to delay payment of an installment of the Grant pursuant to Section 3.1(b) until the tenth (10th) business day in October following receipt of a Payment Request if payment of the installment of the Grant relating to such Payment Request within 30 days of delivery of such Payment Request to EIC would result in the payment of two (2) installments of the Grant pursuant to Section 3.1(b) occurring within the same Fiscal Year.

3.2 Contents of Payment Requests.

(a) The Payment Request relating to the installment of the Grant to be paid pursuant to Section 3.1(a) shall include, as a minimum:

(1) Copies of the documents provided to City for purposes of obtaining final acceptance by City of Phase I of the Regional Infrastructure; and

(2) Copy of the letter, or equivalent approval, from the City Manager or designee accepting for City ownership Phase I of the Regional Infrastructure, which letter shall not be unreasonably withheld, conditioned, or delayed. In the event that such letter or equivalent approval has not been issued by City within sixty (60) days following Company's submittal pursuant to this subsection, this minimum requirement shall be deemed to be satisfied for purposes of this Agreement.

(b) Payment Requests relating to an installment of the Grant to be paid pursuant to Section 3.1(b) shall include, as a minimum

(1) A list identifying by street address and lot, block, and

subdivision name each Eligible Dwelling Unit for which Completion of Construction has occurred;

(2) The date of closing on the sale of each Eligible Dwelling Unit identified pursuant to Section 3.2(b)(1) by the builder to the initial owner of the Dwelling Unit;

(3) The name of the buyer(s) of each Eligible Dwelling Unit listed pursuant to Section 3.2(b)(1);

(4) A copy of the buyer's signed HUD-1 settlement statement relating to the sale of the Dwelling Units sold during the Grant Year for which the Payment Request applies, which HUD-1 statement shall be redacted to exclude disclosure of Social Security Numbers, Driver's License numbers, and account numbers.

For purposes of the Payment Requests submitted pursuant to this Section 3.2, information regarding each Eligible Dwelling Unit is only required to be submitted once in relation to the Grant installment to which the Payment Request applies.

3.3 Grant Limitations. Under no circumstances shall the obligations of EIC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, EIC shall not be obligated to pay any commercial bank, lender, or similar institution for any loan or credit agreement made by Company.

3.4 Current Revenue. The Grant will be paid solely from lawfully available funds that have been appropriated by EIC. EIC shall have no obligation or liability to pay any installment of the Grant except as allowed by law. EIC shall not be required to pay any installment of the Grant if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

3.5 Grant Limited to “Costs”. Payments made by EIC to Company from 4B Sales Taxes will be limited to the payments of “costs” as defined by the Act and as specified above for the Project; provided, however, for purposes of this Agreement, “costs” do not include funds spent by Company relating to the purchase of the Property or interest or other fees paid by Company related to borrowing funds for the purpose of paying for the Project or the Development.

Article IV

Conditions to the Economic Development Grant

4.1 Generally. The obligation of EIC to provide the Grant and/or the right of Company to retain the Grant without an obligation to repay all or any portion of the Grant to EIC shall be conditioned upon Company's:

- (a) purchase and acquisition of the Property on or before 270 days after the Effective Date; and
- (b) continued compliance with, and satisfaction of, each of the terms and conditions of this Agreement by Company and specifically, each of the conditions set forth in this Article IV.

4.2 Good Standing. Company shall not incur a breach or default of this Agreement or any Related Agreement beyond any applicable notice and cure period.

4.3 Development Regulations. Prior to and following annexation of the Property, Company shall:

- (a) Comply with all Development Regulations in its development and construction of the Development;
- (b) Cause to be prepared by a professional engineer licensed in the State of Texas with experience in traffic engineering, a traffic impact analysis for any proposed or future impact from vehicle use or access to or from the Property and mitigate any impact as required by the study, Texas Department of Transportation, and/or City, irrespective of vesting rights.

4.4 Commencement and Substantial Completion of Construction. Subject to delays resulting from events of Force Majeure, Commencement of Construction of at least Phase I of the Regional Infrastructure shall commence not later than ninety (90) days after Company's closing on the Property. Subject to delays resulting from events of Force Majeure, Substantial Completion of Construction of the Regional Infrastructure shall occur not later than twelve (12) years from the date of Commencement of Construction.

4.5 Dwelling Unit Pricing. Company shall develop and sell Dwelling Units within the Development in accordance with the following:

- (a) *Sales Pricing.* Company shall develop Lots and sell Dwelling Units within the Property at sales prices in accordance with affordability standards set forth herein for Workforce Housing. The applicable standards are those established by the Texas Department of Housing and Community Affairs (TDHCA), with the net sales price of the Dwelling Units being affordable to homebuyers earning between 80 percent and 120 percent of the

area median family income (“AMFI”) within Kerr County, Texas. As an example, for 2023, the AMFI is \$84,600 for Kerr County and the upper threshold for workforce housing within the TDHCA HOME Program is \$275,000. “Net sales price” means that any incentives or closing cost assistance that Company pays on behalf of a homebuyer will be credited to the sales price of the Dwelling Unit for purposes of this section. Based upon TDHCA regulations, the sales price of each Dwelling Unit may not exceed \$275,000 (“Maximum Sales Price”). For purposes of this Agreement, the AMFI and Maximum Sales Price of Dwelling Units shall be adjusted from time to time in the same manner as set forth in the Related Agreement, but in no circumstance shall the Maximum Sales Price decrease.

(b) *Applicability of Pricing.* The Maximum Sales Price is only applicable to the initial sale of the Dwelling Unit.

(c) *Increase in Maximum Sales Price.* Where the relevant AMFI threshold is increased or construction costs beyond the reasonable control of the Company increase prior to completion and sales of the final Dwelling Unit within the Development and Company believes that the Maximum Sales Price needs to be increased due to significant increases in the cost of construction materials beyond its reasonable control; for example, where an increase in lumber prices or similar costs of materials occurs requires Company to increase the Maximum Sales Price by at least 2.9%, Company shall provide the City Manager with specific documentation, including without limitation specific third party cost data or invoices, to justify such increase of the Maximum Sales Price for approval. Consideration and possible approval by the City Manager shall occur within 30 days after the City Manager’s receipt of such documentation. Any such increase may only occur once per calendar year. In addition, the Maximum Sales Price of a completed Dwelling Unit and Lot shall be adjusted annually to reflect the then current AMFI and shall be effective with respect to contracts for the sale of Lots with completed Dwelling Units entered after the date of any such adjustments; provided that such adjustment of the Maximum Sales Price does not constitute a decrease.

4.6 Housing and Regional Infrastructure.

(a) Company shall design and thereafter construct the Development in accordance with **Exhibit B**, which is subject to change and in general, includes a minimum of 490 Lots to only allow Dwelling Units to be designed and constructed in accordance with Company’s Watermill and Belmar Collections (see **Exhibit D**), or similar size and quality of home, and that complies with the City’s Zoning Code.

(b) Company shall design and thereafter construct each driveway that serves a Dwelling Unit to be at least sixteen (16) feet wide. In addition,

Company shall design and thereafter ensure that at least 50% of the Dwelling Units include garages to be at least twenty (20) feet wide. Company's design and construction of the parking spaces and garages shall comply with the Development Regulations. Company shall work with the City to address and alleviate potential parking concerns within the Development through establishing restrictive covenants to prohibit and/or limit on-street parking, such restrictions to be enforced by a homeowners' association.

(c) Company shall comply with Chapter 74, Article III of City Code of Ordinances relating to the dedication of land for park and open space uses and payment of a fee to City in lieu of such dedication.

(d) Company shall take all reasonable steps to protect the community from unnecessary light pollution in accordance with the "dark sky" standards.

4.7 Records. Company shall keep and maintain complete and accurate records relating to its costs of designing and constructing the Project for three (3) years following the termination of this Agreement. EIC and its representatives shall be entitled to inspect Company's records related to the Project during the term of this Agreement and for three (3) years thereafter, upon reasonable notice at Company's offices at the address identified in Section 10.5, below.

Article V **Sale of Project, Merger or Consolidation of Company**

5.1 Sale of Company Assets. A sale of all or any of the assets of Company shall not release Company from its duties and responsibilities to EIC under the terms of this Agreement and shall not result in the assignment of this Agreement to such acquiring entity without prior written consent from EIC, which will not be unreasonably withheld; provided, that Company's proposed successor shall have the financial condition to fully satisfy Company's duties and responsibilities hereunder and agrees to assume Company's responsibilities under this Agreement. EIC may, in its sole discretion, reasonably determine whether such proposed successor's financial condition is satisfactory.

5.2 Merger. In the event of any proposed merger or other consolidation of Company with any third party not affiliated with Company, not later than thirty (30) days prior to any such merger or consolidation, Company shall provide EIC with information and assurance reasonably acceptable to EIC regarding: (i) the surviving entity's assumption and satisfaction of the Company's obligations hereunder; and (ii) the financial condition of the surviving entity upon such merger or other consolidation to demonstrate that the surviving entity shall have the financial condition to fully satisfy Company's duties and responsibilities under this Agreement.

5.3 EIC Rights. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that EIC shall have no rights to approve or disapprove any sale or merger transaction of any kind involving Company. In the event of any sale or merger involving Company or its affiliates, the surviving entity shall assume Company's obligations and rights hereunder and be entitled to any and all benefits to be received pursuant to this Agreement.

Article VI **Company's Representations and Warranties**

Company represents and warrants as of the date hereof:

(a) Company is a Texas limited partnership existing in good standing and authorized to do business in the State of Texas;

(b) Execution of this Agreement has been duly authorized by Company and this Agreement is not in contravention of Company's corporate charter, or any agreement or instrument to which Company is a party or by which it may be bound as of the date hereof;

(c) No litigation or governmental proceeding is pending, or, to the knowledge of Company, threatened against or affecting Company, which may result in a material adverse change in Company's business, properties, or operations sufficient to jeopardize Company's legal existence or for-profit viability; and

(d) No written application, written statement, or correspondence submitted by Company to EIC in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of Company, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading.

(e) Except as expressly set forth in this Article VI, Company makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

Article VII **EIC'S Representations and Warranties**

EIC represents and warrants as of the date hereof:

(a) EIC, to the best of the knowledge of its Board of Directors, is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation duly and properly organized under the Act;

(b) Execution of this Agreement has been duly authorized by EIC;

(c) No litigation or governmental proceeding is pending, or, to the knowledge of any of EIC's officers, threatened against or affecting EIC, which may result in EIC's inability to meet its obligations under this Agreement; and

(d) EIC has no reasonable basis for believing that it has or will have incurred debts beyond its ability to pay as such debts mature, including but not limited to the obligations set forth in this Agreement.

(e) Except as expressly set forth in this Article VII, EIC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

Article VIII **Conditions under which EIC may Suspend Performance** **of its Obligations under this Agreement**

EIC may, at its sole option and after thirty (30) days written notice to Company, suspend EIC's performance under this Agreement until such time as Company shall have cured the condition(s) and so notified EIC, in writing, that the condition(s) have been cured:

(a) Company becomes insolvent;

(b) The appointment of a receiver of Company, or of all or any substantial part of the Property, and the failure of such receiver to be discharged within sixty (60) days thereafter;

(c) The adjudication of Company as bankrupt; or

(d) The filing by Company of a petition to be adjudged as bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

Should any of the foregoing conditions not be cured by Company within ninety (90) days after the onset of the condition, Company will be considered to have breached this Agreement and EIC may, at its option, with written notice to Company, terminate this Agreement and Company shall be obligated to refund to EIC the pro rata portion of the Grant for the number of Dwelling Units that did not reach Completion of Construction out of the minimum number of the Dwelling Units listed in Section 4.6(a), provided that the maximum amount eligible to be refunded pursuant to this section would be the amount actually received from EIC under this Agreement. As an example, if Company failed to complete 90 Dwelling Units out of

the 490 minimum, then Company would be obligated to refund approximately eighteen percent (18%) of the Grant received from EIC back to EIC.

Article IX Remedies

9.1 Notice and Opportunity to Cure. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, by any Party, or any successor to such Party, such defaulting or breaching Party (or successor) shall upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, seeking specific performance and/or injunctive relief, enforcement by mandamus or by the appointment of a receiver in equity with power to charge and collect rents, purchase price payments, and loan payments and to apply the revenues from the project in accordance with this Agreement, as required by the Act. This provision and specifically the notice and time to cure shall not apply to the obligation of Company found within Article IV.

9.2 Termination. Upon breach of this Agreement by either Party and the failure to cure as permitted by Section 9.1, the non-breaching Party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies which may be provided by law and this Agreement. Each Party acknowledges and agrees that no Party hereunder shall be entitled to recover any amounts in excess of the Grant contracted for under this Agreement.

9.3 Delay Not Waiver. Any delay by any Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not, so long as the breach or default by another Party shall be continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way; nor shall any waiver in fact be made by any party with respect to any specific default by any other party except to the extent specifically waived in writing.

Article X General Provisions

10.1 Severability. The provisions of this Agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there

shall be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

10.2 Amendment. This Agreement may be amended only by written amendment signed by both Parties.

10.3 Approval. Unless otherwise specifically provided otherwise, EIC grants the City Manager or designee the authority to make approvals where the Agreement requires.

10.4 Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Kerrville, Kerr County, Texas. Venue shall lie in a state court of competent jurisdiction in Kerr County, Texas; and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws rules thereof.

10.5 Notices. All notices given with respect to this Agreement shall be in writing and shall be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the fifth business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

For Company

Clifton Karam, Vice President of Land Acquisitions
Lennar Homes of Texas Land and Construction, LTD.
1922 Dry Creek Way, Suite 101
San Antonio, Texas 78259
Email: clifton.karam@lennar.com

For EIC

President

City of Kerrville, Texas, Economic Improvement Corporation
City Hall, 701 Main Street
Kerrville, Texas 78028
Facsimile: (830) 792-3850

For City

City Manager or designee
City of Kerrville

City Hall, 701 Main Street
Kerrville, Texas 78028
Telephone: (830) 258-1110
Facsimile: (830) 792-3850
Email: michael.hornes@kerrvilletx.gov

10.6 Assignment. This Agreement is binding upon the Parties and their successors and assigns. Except as set forth in Article V, this Agreement may not be assigned by either Party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a Party consents to any valid assignment of this Agreement by the other Party, the assigning Party shall be relieved of any and all obligations and liabilities on the part of such assigning Party under this Agreement. Company may, without written consent of EIC, assign this Agreement to any entity controlled and 100% owned by Company or by the parent, subsidiary, or affiliate of Company provided the entity assumes all of Company's obligations and liabilities under this Agreement; agrees to comply with all provisions of this Agreement; has the legal, managerial, technical, and financial ability to properly perform and discharge such obligations and liabilities; and such abilities are each at least as great as those of Company and Company provides a written guarantee of such assignee's performance in a form reasonably acceptable to EIC. EIC shall be advised in writing of such assignment and of the entity's qualifications at least sixty (60) days before such assignment occurs.

10.7 Parties in Interest. Nothing in this Agreement shall entitle any party other than Company or EIC to any claim, cause of action, remedy, or right of any kind except as expressly provided in Article IX.

10.8 Interpretation. Each Party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the Parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.

10.9 No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties.

10.10 Survival of Terms. All rights, duties, liabilities, and obligations accrued prior to termination shall survive termination.

10.11 Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof.

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

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

10.14 Employment of Undocumented Workers. During the term of this Agreement, Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the Grants and any other funds received by Company from EIC as of the date of such violation within one hundred twenty (120) days after the date Company is notified by EIC of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section in relation to any workers employed by a subsidiary, Affiliate, contractor, subcontractor, or franchisee of Company or any other Person other than Company.

10.15 Prohibition on contracts with companies boycotting Israel. Company hereby verifies the following per Section 2271.002, Texas Government Code:

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

10.16 Prohibition against business with Iran, Sudan or foreign terrorist organization. Company warrants, covenants, and represents that Company is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

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

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

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

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

10.19 Prohibition on Contracts with Companies Related to Certain Countries. Where this Agreement pertains to “critical infrastructure”, as defined by

Section 2274.0101, Texas Government Code, Company verifies (1) that it is not owned by or the majority of stock or other ownership interest of the company is not held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or other designated countries; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or other designated countries; or (2) headquartered in China, Iran, North Korea, Russia, or other designated countries.

10.20 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes.

SIGNED AND AGREED on this _____ day of _____, 2023.

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.

BY: U.S. HOME CORPORATION, A DELAWARE CORPORATION, ITS GENERAL PARTNER

By: _____

Name: _____

Title: _____

SIGNED AND AGREED on this _____ day of December, 2023.

CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

By: Kim Clarkson
Kim Clarkson, President

ATTEST:

Kesha Franchina
Kesha Franchina, Recording Secretary

APPROVED AS TO FORM:

Michael C. Hayes
Michael C. Hayes, Attorney for EIC

Exhibit A



has joined **Colliers Engineering & Design**
TOPE FIRM #9513 / TDPLS FIRM #101223-00

ZONING DESCRIPTION FOR A 100.36 ACRE TRACT

A **100.36 acre** tract of land situated in the Samuel Wallace Survey Number 114, Abstract No. 348, and Samuel Wallace Survey Number 113, Abstract No. 347, Kerr County, Texas, and being a portion of that called 184.304 acre tract of land described as TRACT 1 and as conveyed to Schreiner University and recorded July 12, 2004 in Volume 1369, Page 551, in the Official Public Records of Kerr County, Texas (O.P.R.), and also being a portion of that called 711 acre tract of land as conveyed to Schreiner Institute and recorded November 16, 1943 in Volume 71, Page 573 in the Deed Records of Kerr County, Texas (D.R.) said 100.36 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod in the northerly right-of-way line of Olympic Drive (80' wide right-of-way) as dedicated in Volume 1077, Page 339 in the O.P.R.), for a southeasterly corner of that called 8.89 acre tract conveyed to S. Hendricks and Sharon McClure Revocable Living Trust and recorded in Document Number 17-02066, and for the most southwesterly corner of the tract described herein;

THENCE: N $37^{\circ}48'51''$ W, along and with the northeasterly line of said 8.89 acre tract and the southwesterly line of said TRACT 1, a distance of **945.92 feet** to a found $\frac{1}{2}$ " iron rod for the southeasterly corner of College Cove Addition Subdivision as recorded in Volume 2, Page 93, Plat Records of Kerr County, Texas (P.R.), for the most northerly corner of said 8.89 acre tract;

THENCE: along and with the northeasterly line of said College Cove Addition and the southwesterly line of said TRACT 1, the following two (2) courses:

1. N $53^{\circ}36'09''$ E, a distance of **19.48 feet** to a calculated point
2. N $44^{\circ}40'14''$ W, a distance of **90.44 feet** to a calculated point for the most westerly corner of the tract herein described,

THENCE: over and across said TRACT 1 and said 711 acre tract, the following twenty (20) courses:

1. N $42^{\circ}11'36''$ E, a distance of **302.23 feet** to a calculated point;
2. the arc of said non-tangent curve to the **right** a distance of **577.47 feet**, having a radius of **560.00 feet**, a delta angle of **062 $^{\circ}25'38''$** , and a chord which bears N $19^{\circ}24'26''$ E, a distance of **549.32 feet** to a to a calculated point;
3. N $50^{\circ}37'15''$ E, a distance of **393.59 feet** to a calculated point;
4. N $39^{\circ}22'45''$ W, a distance of **270.00 feet** to a calculated point;
5. N $50^{\circ}37'15''$ E, a distance of **394.41 feet** to a calculated point;
6. N $39^{\circ}22'45''$ W, a distance of **736.25 feet** to a calculated point;
7. N $27^{\circ}41'31''$ E, a distance of **587.96 feet** to a calculated point;
8. N $17^{\circ}57'41''$ E, a distance of **60.00 feet** to a calculated point;
9. S $71^{\circ}21'16''$ E, a distance of **10.27 feet** to a calculated point;

Exhibit A

10. the arc of said non-tangent curve to the **right** a distance of **25.39 feet**, having a radius of **20.33 feet**, a delta angle of **071°33'45"**, and a chord which bears **N 72°51'52" E**, a distance of **23.77 feet** to a calculated point;
11. **N 37°55'52" E**, a distance of **23.00 feet** to a calculated point;
12. **S 50°32'11" E**, a distance of **60.00 feet** to a calculated point;
13. the arc of said non-tangent curve to the **right** a distance of **46.21 feet**, having a radius of **370.00 feet**, a delta angle of **007°09'19"**, and a chord which bears **N 43°02'28" E**, a distance of **46.18 feet** to a calculated point;
14. **N 50°46'02" E**, a distance of **260.73 feet** to a calculated point;
15. **S 39°22'45" E**, a distance of **763.40 feet** to a calculated point;
16. **S 89°37'54" E**, a distance of **196.74 feet** to a calculated point;
17. **S 89°37'54" E**, a distance of **545.55 feet** to a calculated point for the most easterly corner of the tract herein described;
18. **S 01°41'23" W**, a distance of **30.15 feet** to a calculated point;
19. **S 00°39'13" W**, a distance of **948.93 feet** to a calculated point;
20. **S 89°30'49" E**, a distance of **363.36 feet** to a calculated point in the northwesterly right-of-way of State Highway Loop 534;

THENCE: S 00°00'02" E along and with the northwesterly right-of-way of State Highway Loop 534, a distance of **60.00 feet** to a calculated point;

THENCE: over and across said 711 acre tract, the following three (3) courses:

1. **N 89°30'49" W**, a distance of **363.62 feet** to a calculated point;
2. **S 00°30'18" W**, a distance of **457.56 feet** to a calculated point;
3. **S 89°29'42" E**, a distance of **348.83 feet** to a calculated point in the northwesterly right-of-way of State Highway Loop 534;

THENCE: along and with the northwesterly right-of-way of State Highway Loop 534, the following (2) courses:

1. **S 12°03'55" W**, a distance of **374.60 feet** to a found TXDOT Type I monument;
2. **S 10°16'05" E**, a distance of **102.58 feet** to a found iron rod for a northeasterly corner of that called 35.05 acre tract of land as conveyed to Kerrville Independent School District and recorded January 25, 2019 in Document No. 19-00623 in the O.P.R.;

THENCE: along and with the northerly lines of said 35.05 acre tract, the following three (3) courses:

1. **N 62°48'40" W**, a distance of **881.63 feet** to a found **½" iron rod**;
2. **S 48°36'49" W**, a distance of **855.68 feet** to a found **½" iron rod**;
3. **S 03°36'49" W**, a distance of **697.79 feet** to a TXDOT Type II monument found in the northerly right-of-way of Olympic Drive and for the beginning of a non-tangent curve;

THENCE: along and with the northerly right-of-way of Olympic Drive, with the arc of said non-tangent curve to the **left** a distance of **425.20 feet**, having a radius of **640.00 feet**, a delta angle of **038°03'58"**, and a chord which bears **S 64°09'25" W**, a distance of **417.43 feet** to the **POINT OF BEGINNING** and containing **100.36 acres** more or less, and being described in accordance with a

Exhibit A

survey prepared by CED Surveying. Bearings are based on NAD83 Texas State Plane South Central Zone.

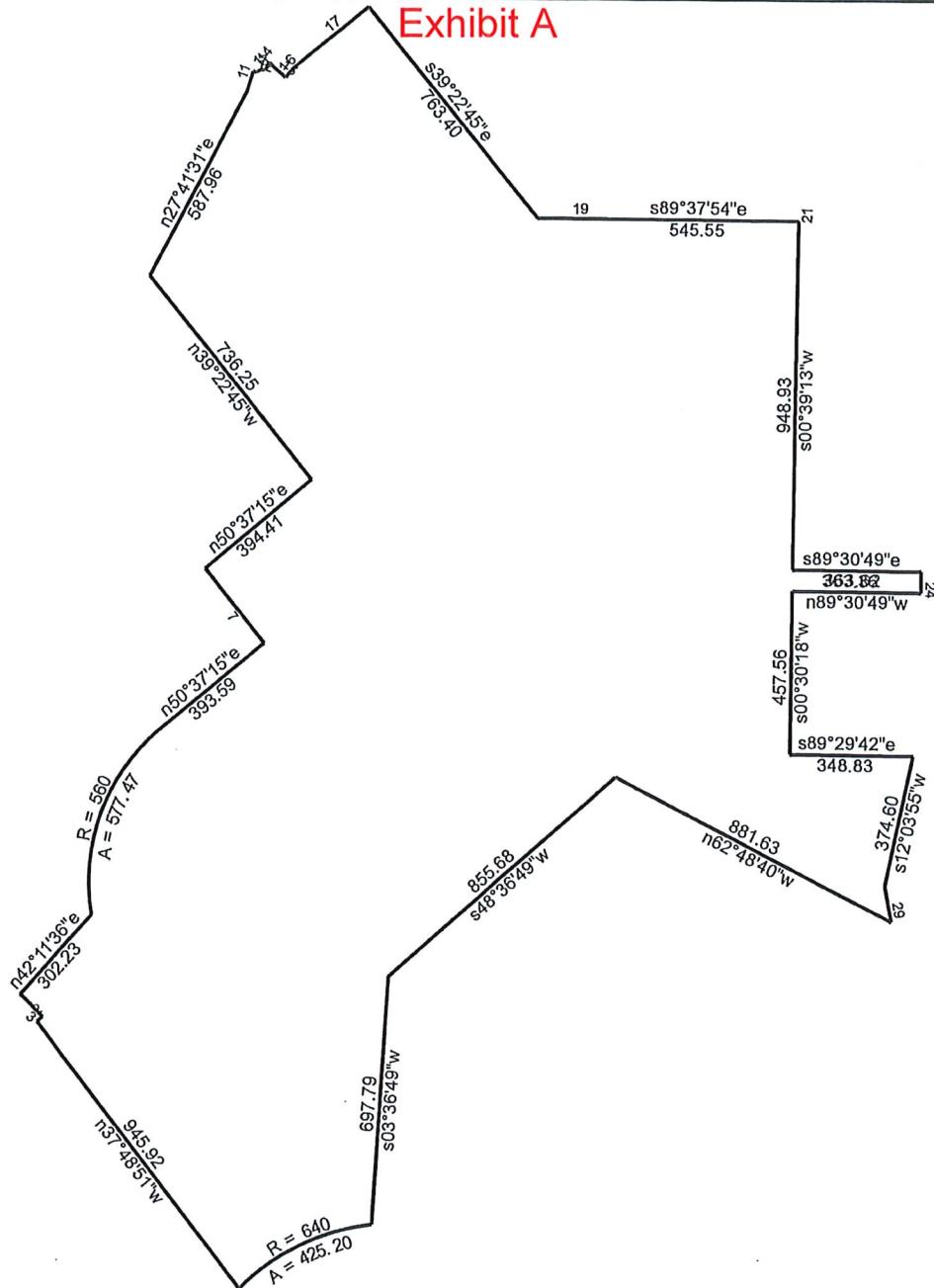
NOTE: This document was prepared under 22 TAC §663.21, and reflects the results of an on the ground survey performed by CED Engineers and Surveying, but is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Job No.: 20-118
Prepared by: KFW Surveying
Date: July 31, 2023
File: S:\Draw 2020\20-118 Kerrville Veterans Highway\DOCS\20-118 100.36 AC ZONING DES

1 AUG
2023
JM



Exhibit A



8/1/2023

Scale: 1 inch= 515 feet

File: 100.3158 AC.ndp

Job 20-118

Tract 1: 100.3158 Acres, Closure: s40.0544w 0.03 ft. (1/446603), Perimeter=12219 ft.

01 n37.4851w 945.92 ✓	20 s89.3754e 545.55 ✓
02 n53.3609e 19.48 ✓	21 s01.4123w 30.15 ✓
03 n44.4014w 90.44 ✓	22 s00.3913w 948.93 ✓
04 n42.1136e 302.23 ✓	23 s89.3049e 363.36 ✓
05 Rt, r=560.00, arc=577.47, chord=n19.2426e 549.32 ✓	24 s00.0002e 60.00 ✓
06 n50.3715e 393.59 ✓	25 n89.3049w 363.62 ✓
07 n39.2245w 270.00 ✓	26 s00.3018w 457.56 ✓
08 n50.3715e 394.41 ✓	27 s89.2942e 348.83 ✓
09 n39.2245w 736.25 ✓	28 s12.0355w 374.60 ✓
10 n27.4131e 587.96 ✓	29 s10.1605e 102.58 ✓
11 n17.5741e 60.00 ✓	30 n62.4840w 881.63 ✓
12 s71.2116e 10.27 ✓	31 s48.3649w 855.68 ✓
13 Rt, r=20.33, arc=25.39, chord=n72.5152e 23.77 ✓	32 s03.3649w 697.79 ✓
14 n37.5552e 23.00 ✓	33 Lt, r=640.00, arc=425.20, chord=s64.0925w 417.42
15 s50.3211e 60.00 ✓	
16 Rt, r=370.00, arc=46.21, chord=n43.0228e 46.18 ✓	
17 n50.4602e 260.73 ✓	
18 s39.2245e 763.40 ✓	
19 s89.3754e 196.74 ✓	

A scale bar with a black and white checkered pattern. The text "SCALE: 1=300'" is written vertically to the left of the bar. The distance "300'" is marked on the left side, and "600'" is marked on the right side.

TABLE

LOT SUMMARY TABLE			
	LOT SIZE	# OF LOTS	ACREAGE
PHASE I / A	45x110	23	22.47
PHASE I / B	45x110	58	10.94
PHASE I / C	35x110	103	12.13
PHASE II / A	45x110	93	16.13
PHASE II / B	35x110	33	14.79
PHASE II / C	45x110	33	15.87
TOTAL	511 LOTS		100.33 AC.

LEGEND

- BOUNDARY
- PROPOSED COMMERCIAL
- DRAINAGE

The legend is located in the top left corner of the map. It contains three entries: 'BOUNDARY' with a green dashed line icon, 'PROPOSED COMMERCIAL' with a blue rectangle icon, and 'DRAINAGE' with a yellow rectangle icon.

100 YR FLOODPLAIN

GENERAL COMMERCIAL (C-3)
3.8 AC

LOOP 534

100 YR FLOODPLAIN

350

350

BASIN

PATTERSON JR. HIGH SCHOOL
37.71 Acres

BASIN

AGRICULTURE (AG)
701.2 AC

OLYMPIC DRIVE (80' R.O.W.)

MINIMUM LOT SIZE
(STANDARD LOT)

35'

15' BACK SETBACK

5' SIDE SETBACK

15' FRONT SETBACK

25' x 75' PAD

110'

Exhibit C



Kerrville Loop 534 Tract
OPINION OF PROBABLE COST

Collectors

UNIT:	NA	DATE:	July 12, 2023
NO. OF LOTS:		STATUS OF DESIGN:	No Design
SF ACREAGE:		DENSITY:	

STREET & DRAINAGE IMPROVEMENTS					
Linear Feet 60' ROW Collectors = 6,158 Acres=				8.5	
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Clearing	Acre	8.5	\$2,000.00	\$16,964.19
2.	Excavation	CY	15,965	\$3.00	\$47,895.56
3.	Embankment in Street ROW	CY	5,322	\$3.50	\$18,626.05
4.	Embankment on Site (including clearing)	CY	10,643	\$6.00	\$63,860.74
5.	6" Granular Base	SY	28,737	\$10.00	\$287,373.33
6.	6" HMAC Type B	SY	28,737	\$22.00	\$632,221.33
7.	2" HMAC Type D	SY	28,737	\$10.00	\$287,373.33
8.	6" Limetreated Subgrade	SY	28,737	\$11.00	\$316,110.67
9.	Concrete Curb	LF	12,316	\$12.00	\$147,792.00
10.	5' Sidewalk each side of Road	SY	6,850	\$50.00	\$342,500.00
11.	Signage	LS	1	\$15,000.00	\$15,000.00
12.	Turf (Irrigated)	SF	80,000	\$1.60	\$128,000.00
13.	Turf (Non-Irrigated)	SF	40,000	\$0.80	\$32,000.00
14.	Streetscape Trees (every 200')	EA	62	\$350.00	\$21,700.00
15.	Irrigation	EA	350	\$200.00	\$70,000.00
16.	Streetlights (every 200')	EA	62	\$5,500.00	\$341,000.00
17.	TPDES	LS	1	\$30,000.00	\$30,000.00
18.	Channel Excavation	CY	5,000	\$4.00	\$20,000.00
19.	Channel Embankment	CY	1,667	\$3.00	\$5,000.00
20.	3-5x4 BC (70LF each barrel)	LF	210	\$370.00	\$77,700.00
21.	1-4x4 BC	LF	70	\$345.00	\$24,150.00
22.	1-4x4 BC	LF	70	\$345.00	\$24,150.00
23.	Headwall	CY	15	\$2,250.00	\$33,750.00
24.	6" Concrete Rip Rap	SY	60	\$110.00	\$6,600.00
25.	Handrail	LF	80	\$100.00	\$8,000.00
26.	36" Storm Pipe	LF	4,600	\$170.00	\$782,000.00
27.	5x5 Junction Box	EA	12	\$10,000.00	\$120,000.00
28.	10' Curb inlets	EA	16	\$15,000.00	\$245,925.00
29.	Baffle Blocks	LS	1	\$4,500.00	\$4,500.00
TOTAL STREET & DRAINAGE IMPROVEMENTS:					\$4,150,192.20

Exhibit C

WATER IMPROVEMENTS

Linear Feet Collector= 6,158

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	12" PVC Water pipe	LF	6158	\$72.00	\$443,376.00
2.	12" Gate Valve	EA	31	\$2,800.00	\$86,212.00
3.	Fire Hydrant	EA	15	\$4,500.00	\$69,277.50
4.	Fittings	TN	6.2	\$4,900.00	\$30,174.20
5.	1" Irrigation Service	EA	11	\$800.00	\$9,052.80
6.	Joint Restraints	LS	1	\$30,790.00	\$30,790.00
7.	Trench Protection	LF	6158	\$2.50	\$15,395.00

TOTAL WATER IMPROVEMENTS: **\$684,277.50**

SEWER IMPROVEMENTS

12" Linear Feet= 6158

ITEM NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
1.	12" Sanitary Sewer	LF	6158	\$70.00	\$431,060.00
2.	Standard Manhole	EA	21	\$5,000.00	\$102,633.33
3.	Manhole Extra Depth	VF	62	\$425.00	\$26,171.50
4.	Manhole Ring Encasement	EA	21	\$800.00	\$16,421.33
5.	Manhole Coating with Sewer coat	EA	21	\$1,690.00	\$34,690.07
6.	Trench Protection	LF	6158	\$2.50	\$15,395.00
7.	TV Sewer Main	LF	6158	\$2.00	\$12,316.00

Subtotal: **\$638,687.23**

TOTAL SEWER IMPROVEMENTS: **\$638,687.23**

Total	\$5,473,156.93
3% Moblization	\$164,194.71
10% Contingency	\$547,315.69
10% Eng. Cost	\$547,315.69
TOTAL COST:	\$6,731,983.03

A scale bar and a north arrow are located in the bottom right corner of the map. The scale bar is labeled 'SCALE 1:1"=200' and '200'. The north arrow is a triangle pointing upwards.

LEGEND:

COLLECTOR PHASE - I
(TOTAL LENGTH = 3174 L.F.)

**COLLECTOR PHASE- II
(TOTAL LENGTH = 2315 L.F.)**

The site plan illustrates the proposed alignment of Loop 534 through a residential area. The proposed road is shown in green and blue, with the green segment representing the main alignment and the blue segment representing a secondary or alternative route. The total length of the green segment is 2520 LF, and the total length of the blue segment is 1756 LF. The blue segment is 654 LF long. The plan also shows property boundaries, roads, and street names like Olympic Drive (80' R.O.W.). A red label 'Exhibit C' is located on the left side of the map. A detailed inset map in the top right corner shows a larger area with a grid of streets and property lines. The text 'LOOP 534' is printed in the upper right area of the inset map.

Malvern

Watermill collection

1,047sq ft · Plan 3403

1-story

3 beds · 2 baths · 2 car garage

Exhibit D



Malvern A



Malvern B



Malvern C



Malvern D

Malvern

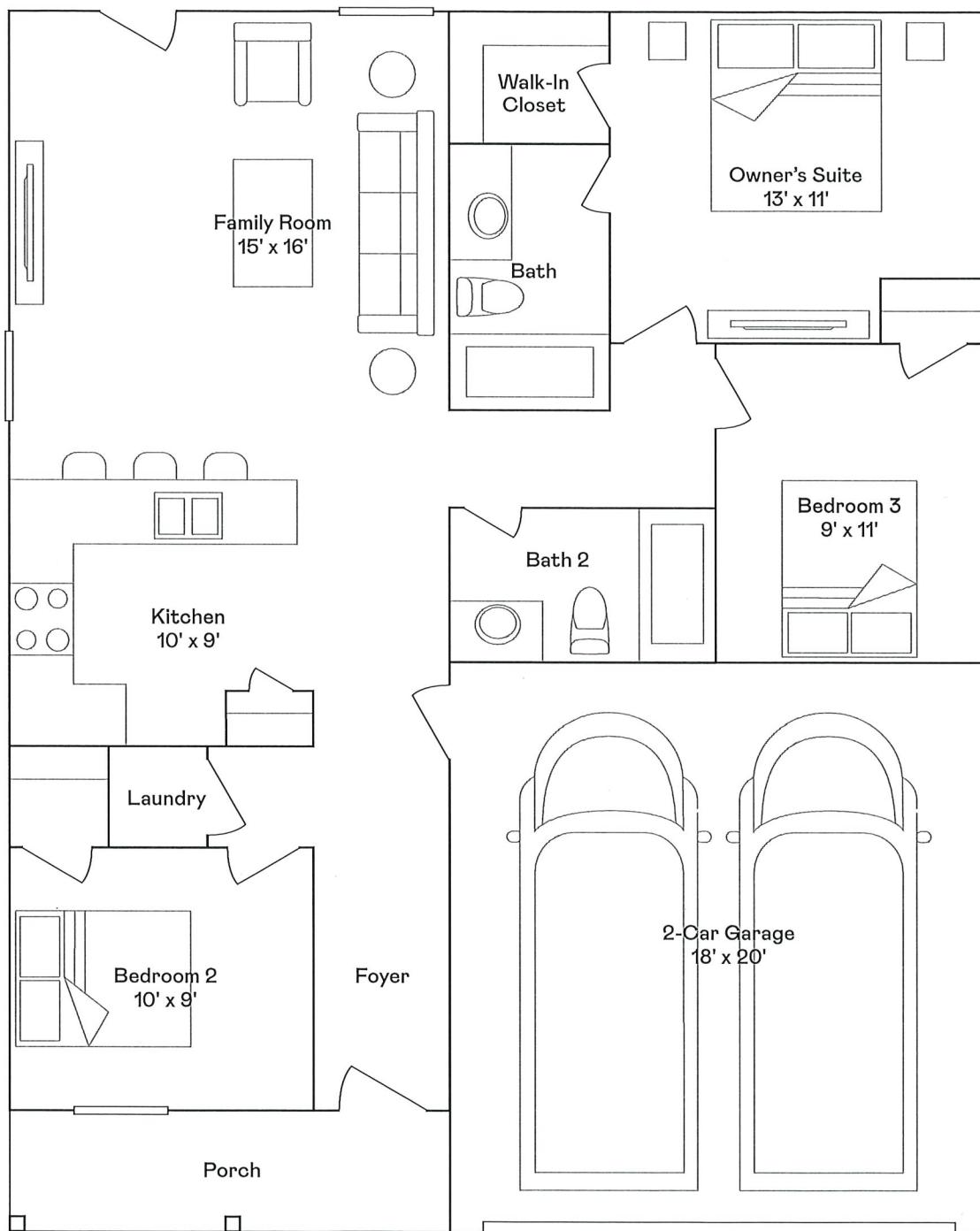
Watermill collection

1,047sq ft · Plan 3403

1-story

3 beds · 2 baths · 2 car garage

Exhibit D



Starts 05.30.22
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Fullerton

Watermill collection

1,217 sq ft · Plan 3410

1-story

3 beds · 2 baths · 2 car garage

Exhibit D



Fullerton A



Fullerton B



Fullerton C



Fullerton D

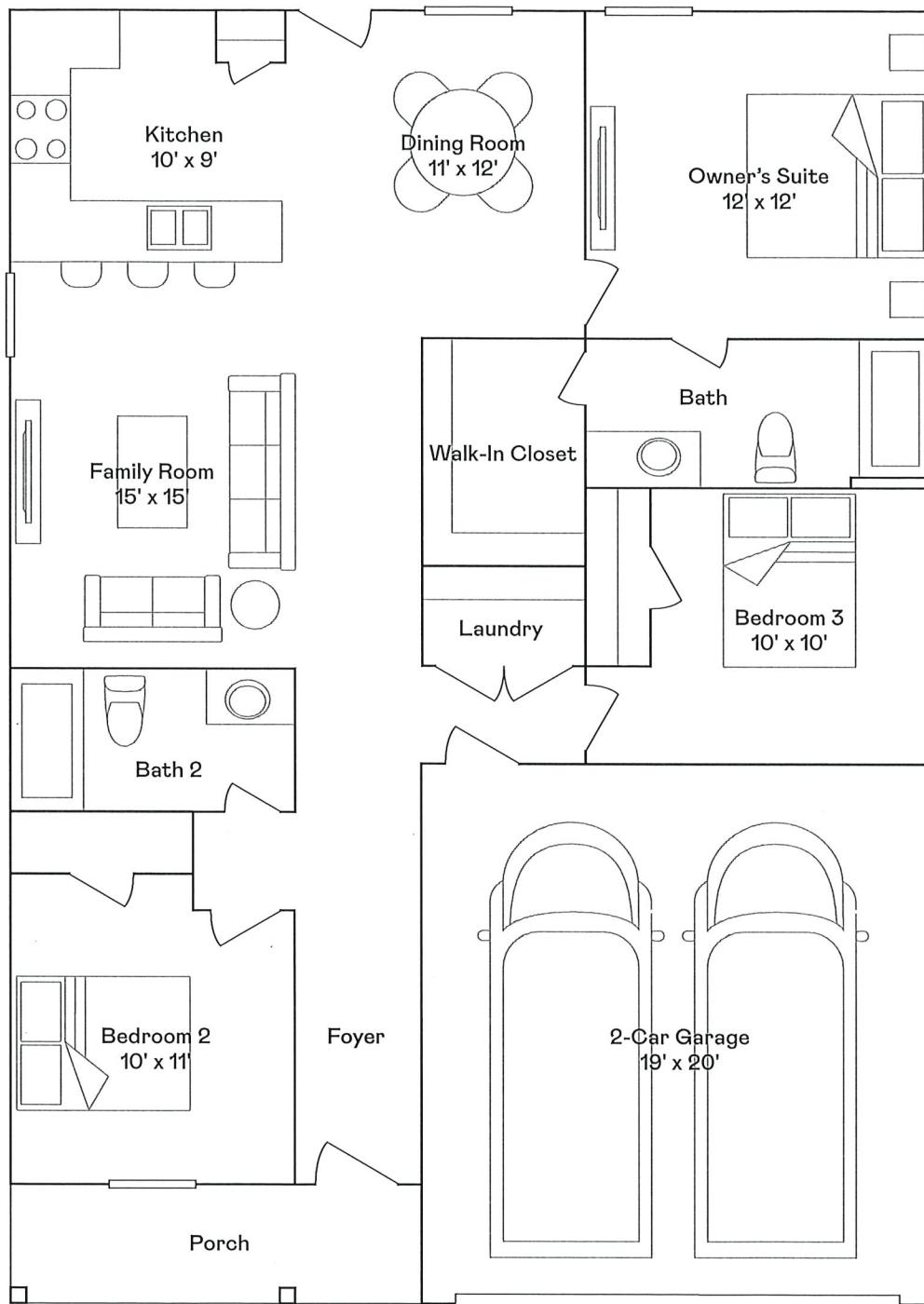
Fullerton
Watermill collection

1,217 sq ft · Plan 3410

1-story

3 beds · 2 baths · 2 car garage

Exhibit D



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Gannes
Watermill collection

1,474 sq ft · Plan 3420

1-story

3 beds · 2 baths · 2 car garage

Exhibit D



Gannes A



Gannes B



Gannes C



Gannes D

Gannes

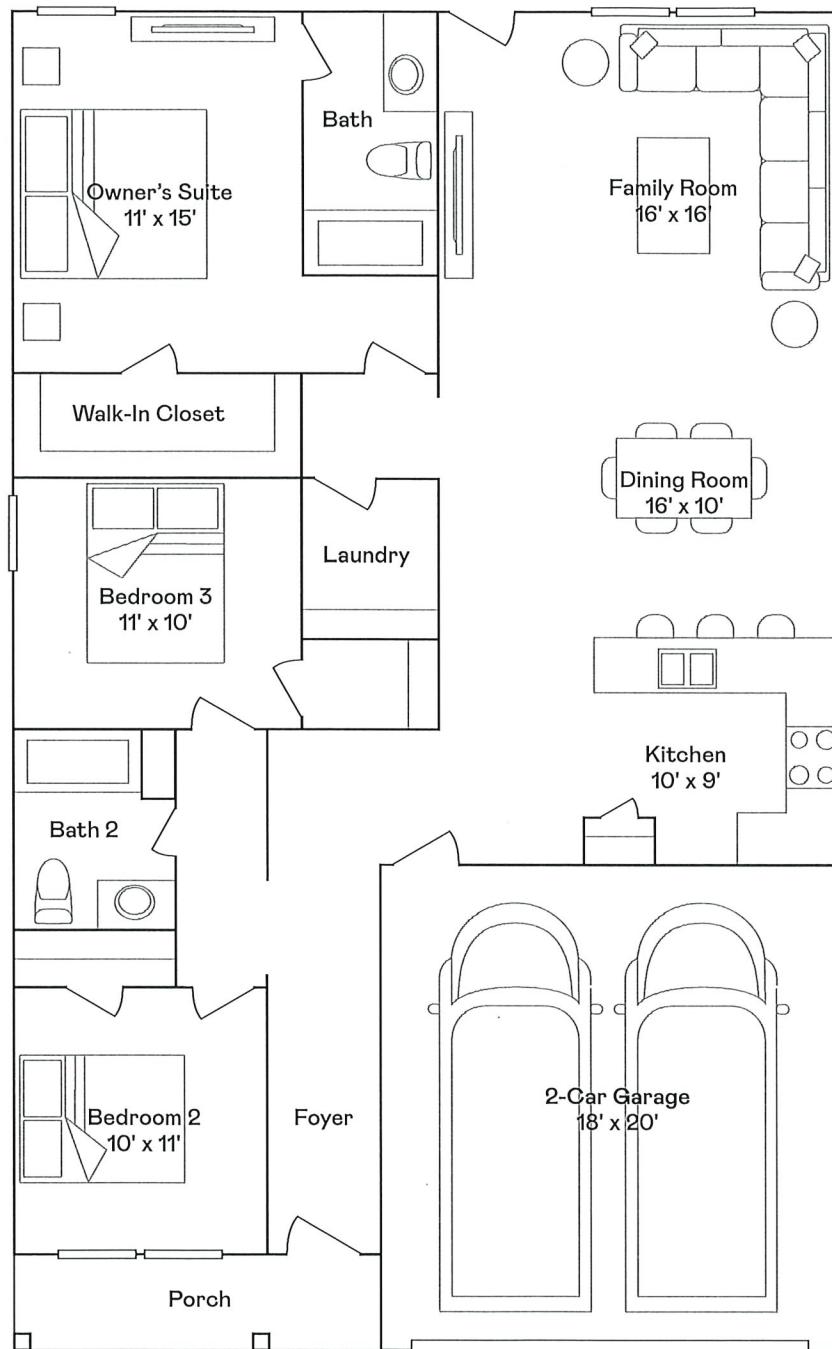
Watermill collection

1,474 sq ft · Plan 3420

1-story

3 beds · 2 baths · 2 car garage

Exhibit D



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Nettleton

Watermill collection

1,667sq ft · Plan 3430

1-story

4 beds · 2 baths · 2 car garage

Exhibit D



Nettleton A



Nettleton B

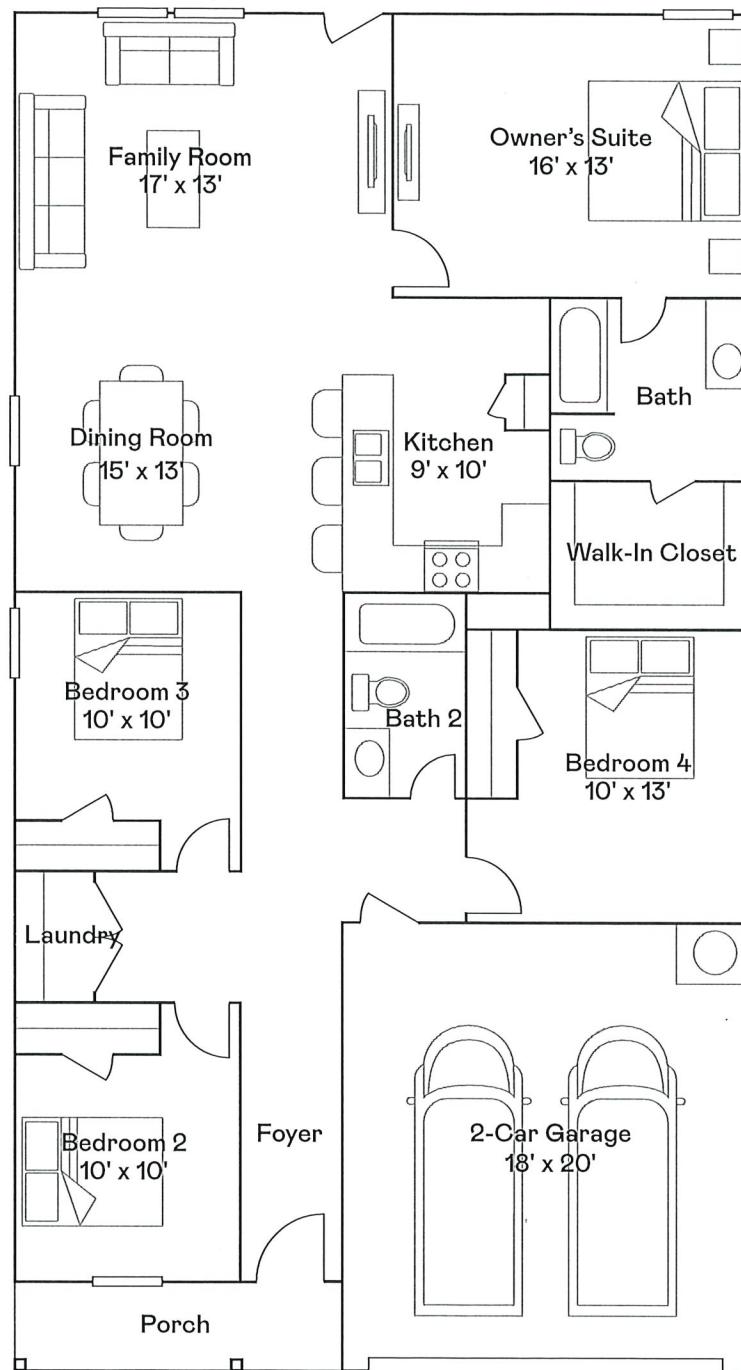


Nettleton C



Nettleton D

Exhibit D



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Selsey

Watermill collection

1,874 sq ft · plan 3440

2-story

4 beds · 2.5 baths · 2 car garage

Loft

Exhibit D



Selsey A



Selsey B



Selsey C



Selsey D

Selsey
Watermill collection

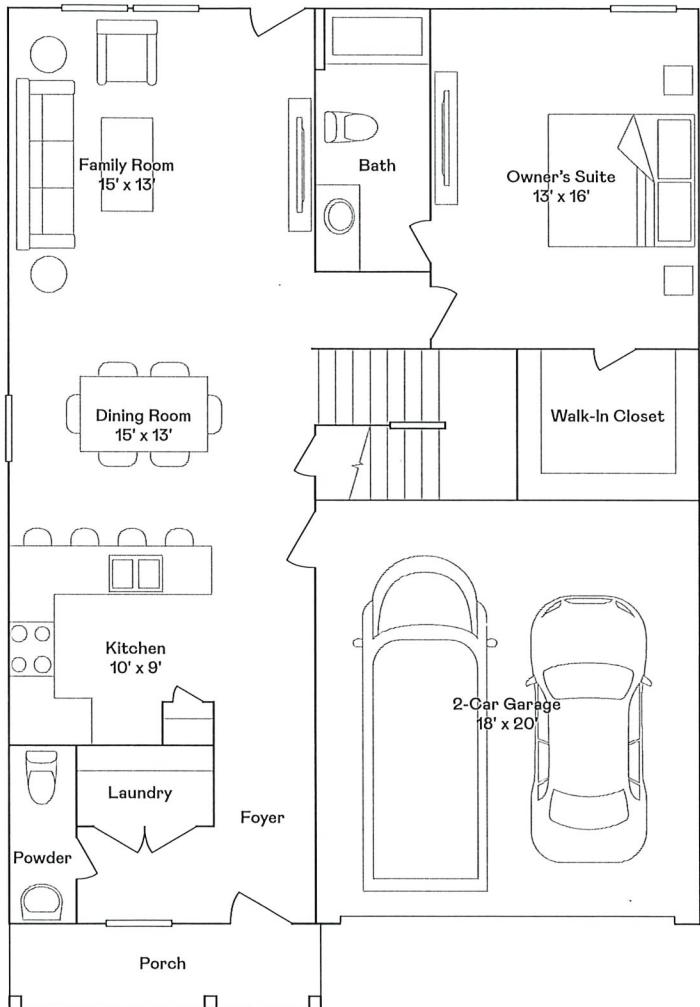
1,874 sq ft · plan 3440

2-story

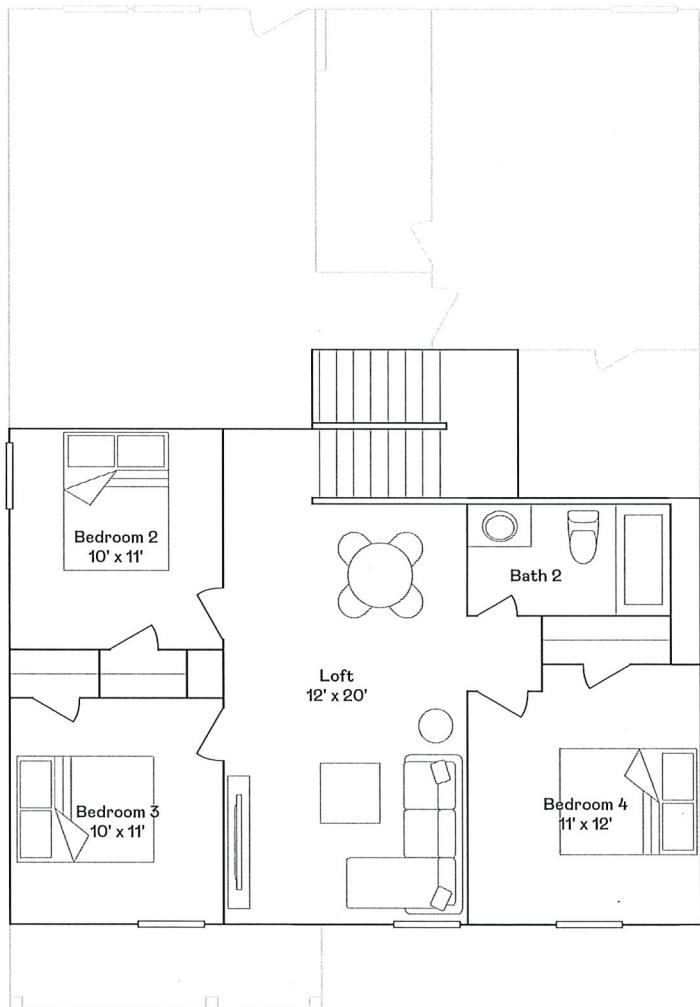
4 beds · 2.5 baths · 2 car garage

Loft

Exhibit D



First Floor



Second Floor

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Howell
Belmar Collection

925 Sq ft · Plan 2400

1 story

2 beds · 2 baths · 2 car garage

Exhibit D



Howell A



Howell B



Howell C



Howell D

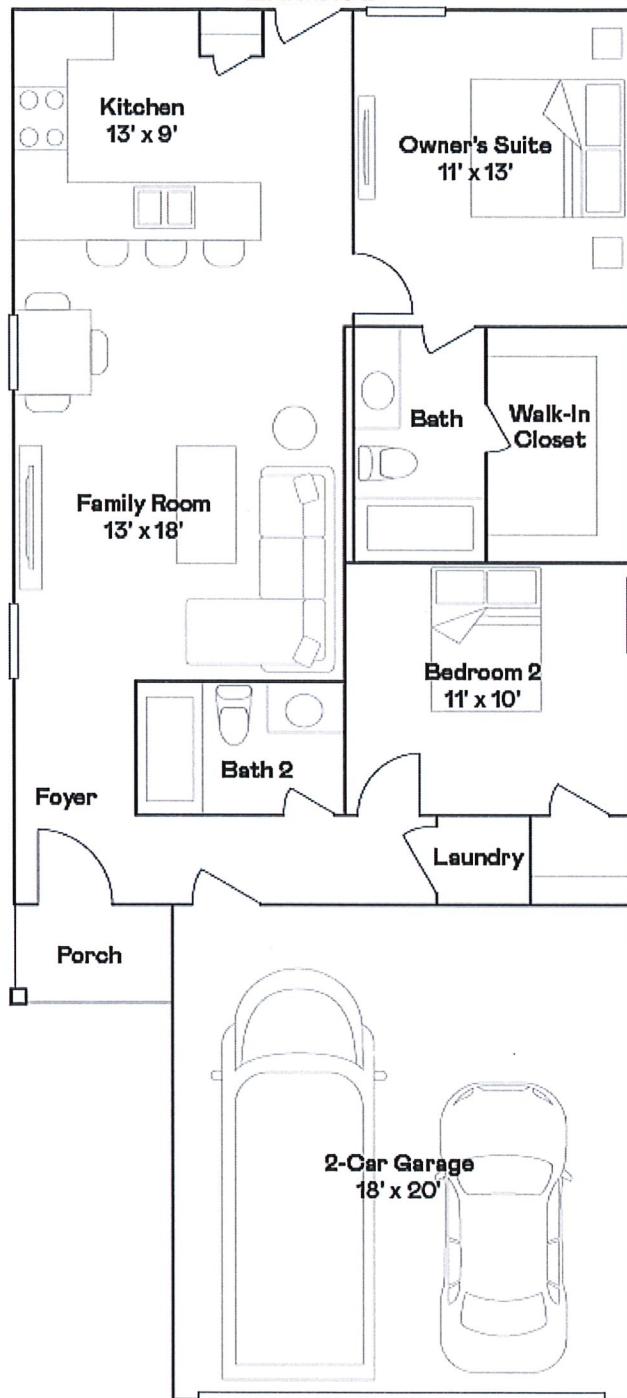
Howell
Belmar Collection

925 Sq ft · Plan 2400

1 story

2 beds · 2 baths · 2 car garage

Exhibit D



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Remsen

Belmar Collection

1,129 Sq ft · Plan 2410

1 story

3 beds · 2 baths · 2 car garage

Exhibit D



Remsen A



Remsen B



Remsen C



Remsen D

Remsen

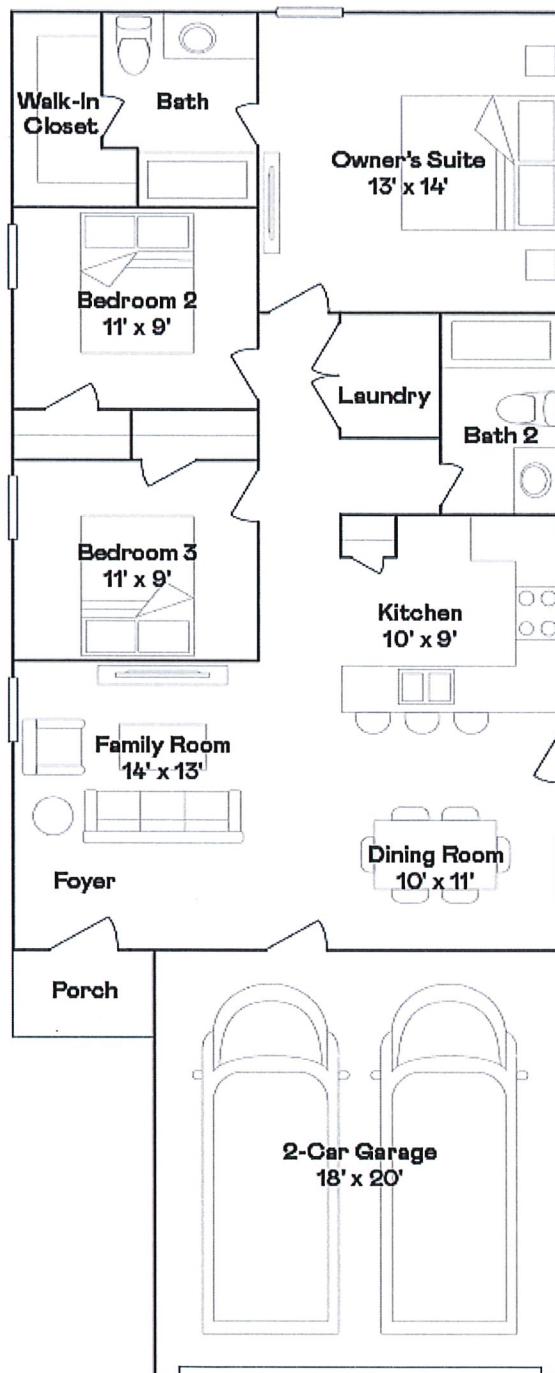
Belmar Collection

1,129 Sq ft · Plan 2410

1 story

3 beds · 2 baths · 2 car garage

Exhibit D



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Pitney
Belmar Collection

1,300 Sq ft · Plan 2420

1 story

3 beds · 2 baths · 2 car garage

Exhibit D



Pitney A



Pitney B

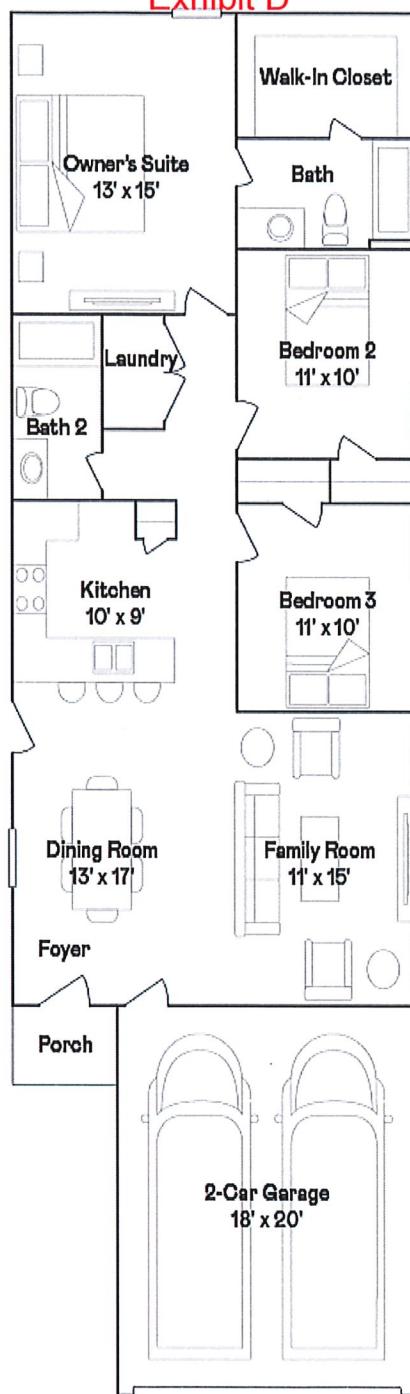


Pitney C



Pitney D

Exhibit D



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Trenton

Belmar Collection

1,492 Sq ft · Plan 2430

1 story

4 beds · 2 baths · 2 car garage

Exhibit D



Trenton A



Trenton B



Trenton C



Trenton D

Trenton

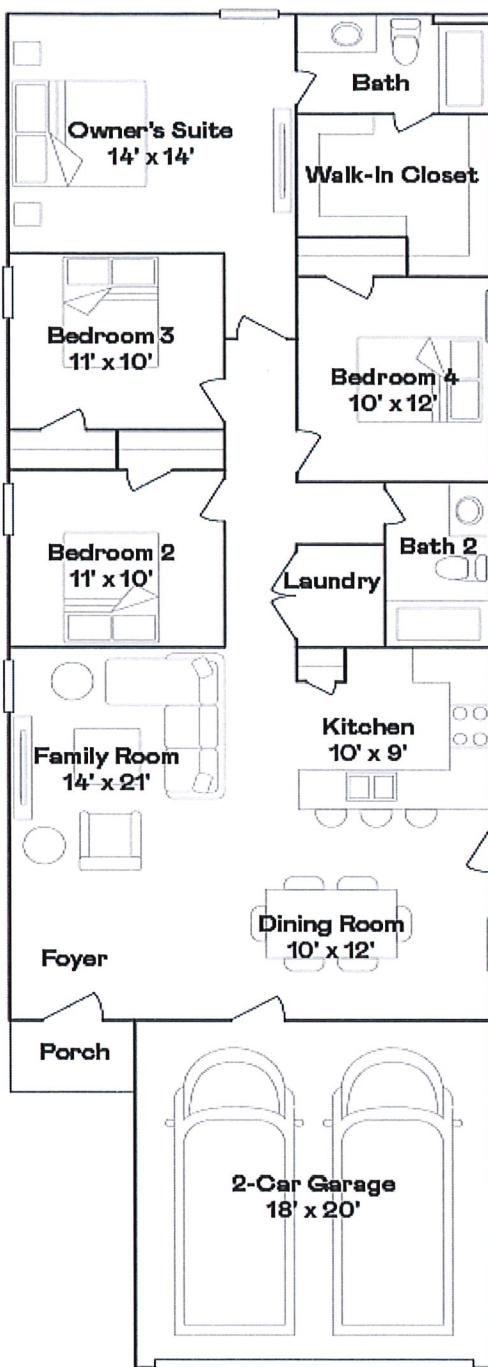
Belmar Collection

1,492 Sq ft · Plan 2430

1 story

4 beds · 2 baths · 2 car garage

Exhibit D



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

SUBJECT: Approval of offer letter from the Kerrville-Kerr County Airport Manager to the Carnegie Holding Company, LLC, for the Airport to purchase 54.95 acres of land adjacent to the Airport, such offer in the amount of \$824,250.00.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** December 5, 2023
2023

SUBMITTED BY: Michael Hornes, Assistant City Manager

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
350000	350000	350000	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? Yes

Key Priority Area M - Mobility / Transportation

Guiding Principle N/A

Action Item M6.10 - Pursue City/Airport access improvements

SUMMARY STATEMENT:

The Kerrville-Kerr County Airport (the "Airport") has interest to acquire a parcel of land from The Carnegie Holding Company, LLC d/b/a CHC Development ("CHC") so that the airport may comply with future runway surface protection requirements. Attached you will find the exhibit showing the location of the property in question. Expanding to the southeast is the ideal scenario for the Airport. The opposite direction offers large valleys with considerable elevation challenges. TxDOT requirements for projects like this require an appraisal of the property in question and based on an appraisal made by a qualified appraiser they placed a value of \$824,250 for the Property in fee simple interest.

The City and the County each budgeted \$350,000 for this project. The remainder of the balance would come from Airport funds. This project is eligible for a 90% reimbursement from TxDOT. The Airport Manager has been in constant contact with TxDOT aviation as they work towards this project.

As the project is in excess of \$75,000, both the City and the County, pursuant to the ***Restated Interlocal Agreement for the Continued Existence of a Joint Airport Board to Provide Management of Kerrville/Kerr County Airport***, are required to approve the offer to

the landowner. Attached you will find the appraisal report outlining the value placed on the land along with location information.

RECOMMENDED ACTION:

Authorize the Kerrville-Kerr County Airport Manager to submit an offer of \$824,250 to Carnegie Holding Company, LLC for 54.95 acres of land adjacent to the Airport.

ATTACHMENTS:

0828 2023 Appraisal Report Kerrville Airport Acquisition Wellborn tract.pdf

REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: 5442 Highway 27, Kerrville (outside), Texas
 Property Owner: Edward Lee Wellborn
 Address of Property Owner: 5442 Hwy 27, Kerrville, Texas
 Occupant's Name: N/A; Vacant
 Whole: Partial: Acquisition

District: N/A
 Parcel: Kerrville-Kerr County Airport Acquisition
 ROW CSJ: N/A
 Federal Project No: N/A
 Highway: SH-27
 County: Kerr

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is \$824,250 as of July 28, 2023, based upon my independent appraisal and the exercise of my professional judgment;

That on July 28, 2023 and other (date)(s), I personally inspected in the field the property herein appraised; that I afforded Ms. Mary Rohrer (airport manager), the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection.

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on August 25, 2023, and other dates;

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Texas Department of Transportation or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified to such findings;

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access on this parcel? No (yes or no)
2. If so, is the denial of direct access material? Not Applicable (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$0.00.

I certify to the best of my knowledge and belief:

That the statements of fact contained in this report are true and correct;

That the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions;

That I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;

That my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner, has been disregarded in estimating the compensation for the property.



Appraiser Signature Byron B. Hinton, ASA, MAI, MRICS

TX-1321611-G

Certification Number

August 28, 2023

Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.

Reviewing Appraiser

Date



ADDITIONAL CERTIFICATION

- The reported analyzes, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and American Society of Appraisers, which include the Uniform Standards of Professional Appraisal Practice and TXDOT appraisal guidelines.
- The use of this report is subject to the requirements of the Appraisal Institute, Royal Institution of Chartered Surveyors, and American Society of Appraisers relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program of the Appraisal Institute and the American Society of Appraisers.
- I have not appraised the subject in the prior three years.

SUMMARY OF SALIENT FACTS

Address: 5442 Highway 27, Kerrville (outside), Texas

Location: NS of Hwy 27, just west of the Kerrville -Kerr County Airport

Parcel #: Kerrville-Kerr County Airport Acquisition

Legal Description: ABS A243 Matchett, Survey 43, Kerr County, Texas

Land Area:

Whole Property	54.95	acres or	2,393,622	sf
Part Acquired	NA	acres or	NA	sf
Remainder Property	NA	acres or	NA	sf

Topography: Relatively Level to rolling

Zoning: None; Kerrville ETJ

Flood Plain: From the FEMA maps it appears the subject property lies primarily outside the 100 and 500-year flood plain area. It appears a small portion of the subject along the creek bed lies in a zone "A" flood prone area.

Panel #: 48265C0655F

Date: 03/03/11

Improvement Description: The subject is improved with older single-family improvements along with out-buildings that are judged to no longer to contribute to overall value.

Effective Date: July 28, 2023

Date of Inspection: July 28, 2023

Date of Report: August 28, 2023

Purpose of the Appraisal: Estimate the market value of the fee simple interest in the defined whole property.

Intended Use of the Appraisal: Assist in acquiring land area for expansion of the Kerrville-Kerr County Airport.

Client and Intended User: Mary Rohrer, Texas Department of Transportation and other authorized legal representatives

Estimated Marketing Time: 12 months

Estimated Market Exposure: 12 months

Type of Report: An appraisal report in communicated through a TXDOT A-5 appraisal format.

Scope of the Appraisal:

Scope of work is an integral part of the appraisal process and identifies the type and extent of research and analysis for an appraisal assignment. According the Uniform Standards of Professional Appraisal Practice, it is described as follows:

In developing a real property appraisal, an appraiser must identify the problem to be solved, determine the scope of work necessary to solve the problem, and correctly complete research and analyses necessary to produce a credible appraisal.

In this case I have completed an appraisal report of the subject property. All information pertinent to the value conclusions is presented in a summarized format. This document is written in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Institute, the American Society of Appraisers, TXDOT appraisal guidelines, and the Royal Institute of Chartered Surveyors.

I visited the subject property and surrounding vicinity on July 28, 2023. I researched, verified, and analyzed data from reliable sources, and reported the analysis, opinions, and conclusions and value opinions in this appraisal report. Ownership of the subject was confirmed with the Kerr Central Appraisal District. General market and regulatory information are accessed from government sources, website, and private sources. Market information was also typically obtained through conversations with brokers, appraisers, property managers, purchasers and owners active locally.

Listed below are the primary steps taken to estimate the market value of the subject property:

- General data collection and analysis - This step involved research into national, regional and local economic influences on the property being appraised.
- Specific data collection and analysis - While similar to the above, more detailed information was assembled and confirmed with respect to the subject and comparable properties which have recently sold.
- Highest and best use analysis - Based on the data gathered, a conclusion was reached concerning the land, as though vacant.
- The property's Fee Simple interests were valued under an "As Is" basis, on the defined effective date of appraisal.
- Application of the three approaches – In completing the appraisal, all three approaches to value were considered. The following approaches were ultimately completed in this appraisal assignment.

Valuation Approach	Applied (Yes/No)
Cost Approach:	No
Direct Sales Comparison Approach:	Yes
Income Approach:	No

- The subject was valued as unimproved vacant land. For this reason, only the Direct Sales Comparison Approach is applicable.
- The valuation analysis included the analysis of the whole property only.
- Report the defined value - The process set forth above is reconciled and reported in an *Appraisal Report*, in a *Summarized Format*.

EXTRAORDINARY ASSUMPTIONS

According to the 2020-2021 edition of USPAP an Extraordinary Assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. It is noted that the extraordinary assumptions and hypothetical conditions may have affected the assignment results.

1. I have assumed the subject does not suffer from any type of environmental contamination. I have not been provided with an environmental assessment for the subject. I am not an expert in such matters, and the reader is advised to obtain professional assistance.
2. I have relied on a survey indicating a whole property size of 54.95 acres.
3. I have assumed that any existing aviation overlays would not inhibit the use of the subject as either single family or single story commercial/industrial development on the subject site.

HYPOTHETICAL CONDITIONS

According to the 2020-2021 edition of USPAP a Hypothetical Condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

None noted

COMPETENCY PROVISION

I believe I have adequate experience and knowledge to appraise the subject property type, in its geographic location.

JURISDICTIONAL EXCEPTION RULE

It was my intention to follow the rules and guidelines of the Uniform Standards of Professional Practice (USPAP), to the extent that they do not conflict with local, state, or federal laws that might apply. Moreover, I have disregarded any increase or decrease in the subject property caused by the public improvements for which part of the property is being acquired.

MARKET VALUE DEFINED

Market value is defined by *City of Austin v. Cannizzo*, 267 S.W. 2d 808 (Tex 1954) as being: "The price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

OTHER CONSIDERATIONS

This appraisal has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Foundation, the Standards of Professional Practice and the Code of Professional Ethics of the Appraisal Institute, except as they may conflict with State and Federal regulations regarding the appraisal of properties involved with the power of eminent domain for land acquisitions. The report was completed on the A5 form promulgated by TXDOT and intended to be in conformance with the TXDOT ROW Appraisal and Review Manual. This opinion of value is subject to the Assumptions and Limiting Conditions that are included in the report. There is additional supporting documentation contained within the appraisal files and project files.

When valuing the subject property, the influence of the project cannot be considered according to 49 CFR 24.103(b) which states: "To the extent permitted by applicable law, the appraiser shall disregard any decrease or increase in the fair market value of *the* real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner."

When appraising the remainder after the acquisition, a forecast is being made and the property is valued as if the highway or road improvement has been constructed. This is a hypothetical situation that is a typical appraisal practice for valuing eminent domain situations. In the subject's case, it is atypical in that no public roadway improvements are being made.

PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: Kerrville-Kerr County Airport Acquisition

Local Address: 5442 Highway 27, Kerrville (outside), Texas

Date Taken: July 28, 2023

Taken By: Byron B. Hinton, ASA, MAI, MRICS

1. Point from which taken: Interior of subject

Looking: Northern portion of subject



2. Point from which taken: Interior of subject

Looking: Northeast portion of the subject



PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: Kerrville-Kerr County Airport Acquisition

Local Address: 5442 Highway 27, Kerrville (outside), Texas

Date Taken: July 28, 2023

Taken By: Byron B. Hinton, ASA, MAI, MRICS

3. Point from which taken: Interior of subject

Looking: Northern end of subject



4. Point from which taken: Interior of subject

Looking: Typical topography



PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: Kerrville-Kerr County Airport Acquisition

Local Address: 5442 Highway 27, Kerrville (outside), Texas

Date Taken: July 28, 2023

Taken By: Byron B. Hinton, ASA, MAI, MRICS

5. Point from which taken: Interior of subject

Looking: Existing single-family residence



6. Point from which taken: Interior of subject

Looking: Ancillary improvements



PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: Kerrville-Kerr County Airport Acquisition

Date Taken: July 28, 2023

7. Point from which taken: Interior of subject

Local Address: 5442 Highway 27, Kerrville (outside), Texas

Taken By: Byron B. Hinton, ASA, MAI, MRICS

Looking: Ancillary improvements



8. Point from which taken: Interior of subject

Looking: Creek bed



PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: Kerrville-Kerr County Airport Acquisition

Date Taken: July 28, 2023

9. Point from which taken: Interior of subject

Local Address: 5442 Highway 27, Kerrville (outside), Texas

Taken By: Byron B. Hinton, ASA, MAI, MRICS

Looking: Creek bed



10. Point from which taken: Interior of subject

Looking: Panoramic view



PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: Kerrville-Kerr County Airport Acquisition

Date Taken: July 28, 2023

9. Point from which taken: Hwy 27

Local Address: 5442 Highway 27, Kerrville (outside), Texas

Taken By: Byron B. Hinton, ASA, MAI, MRICS

Looking: Entrance to subject



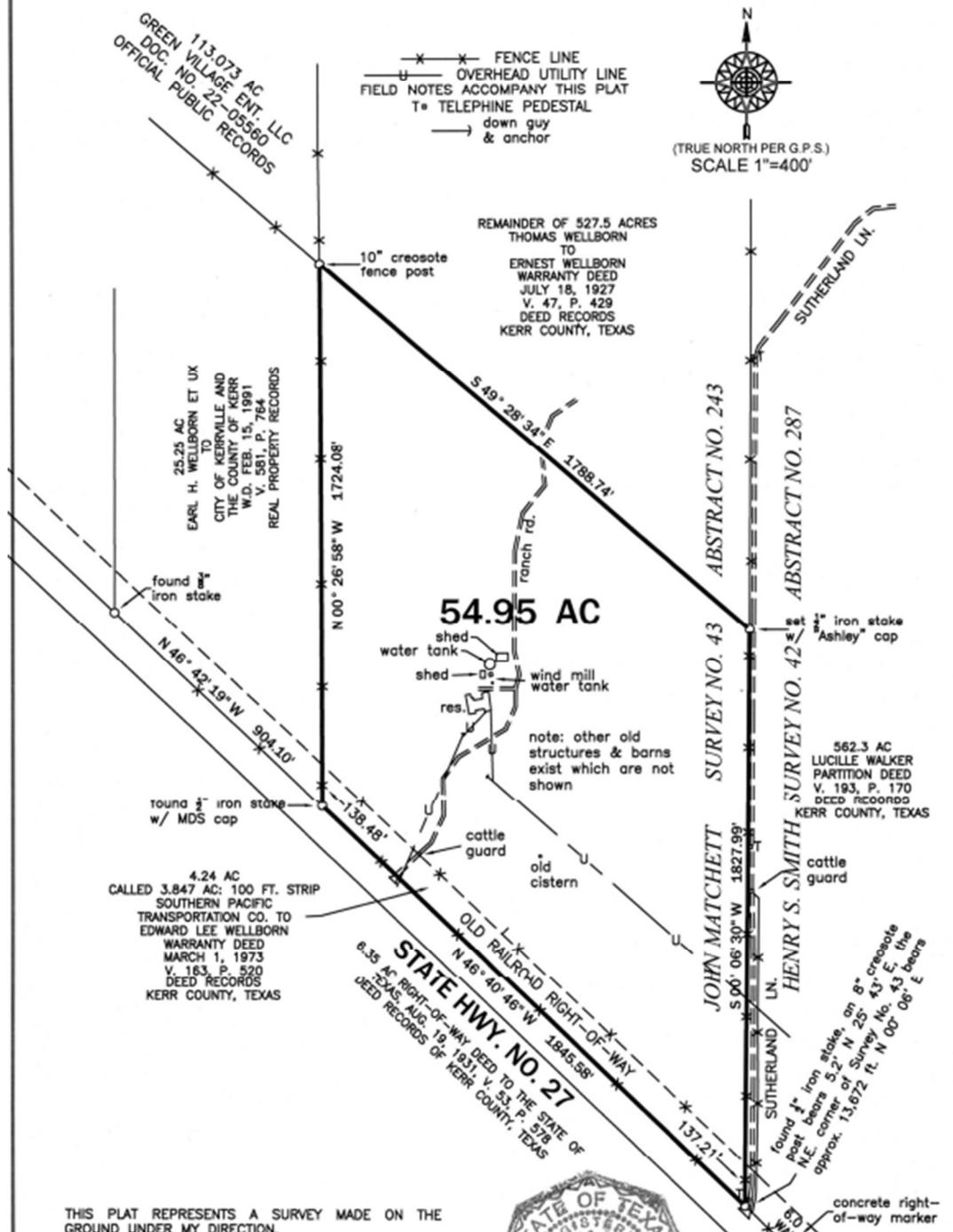
10. Point from which taken: Hwy 27

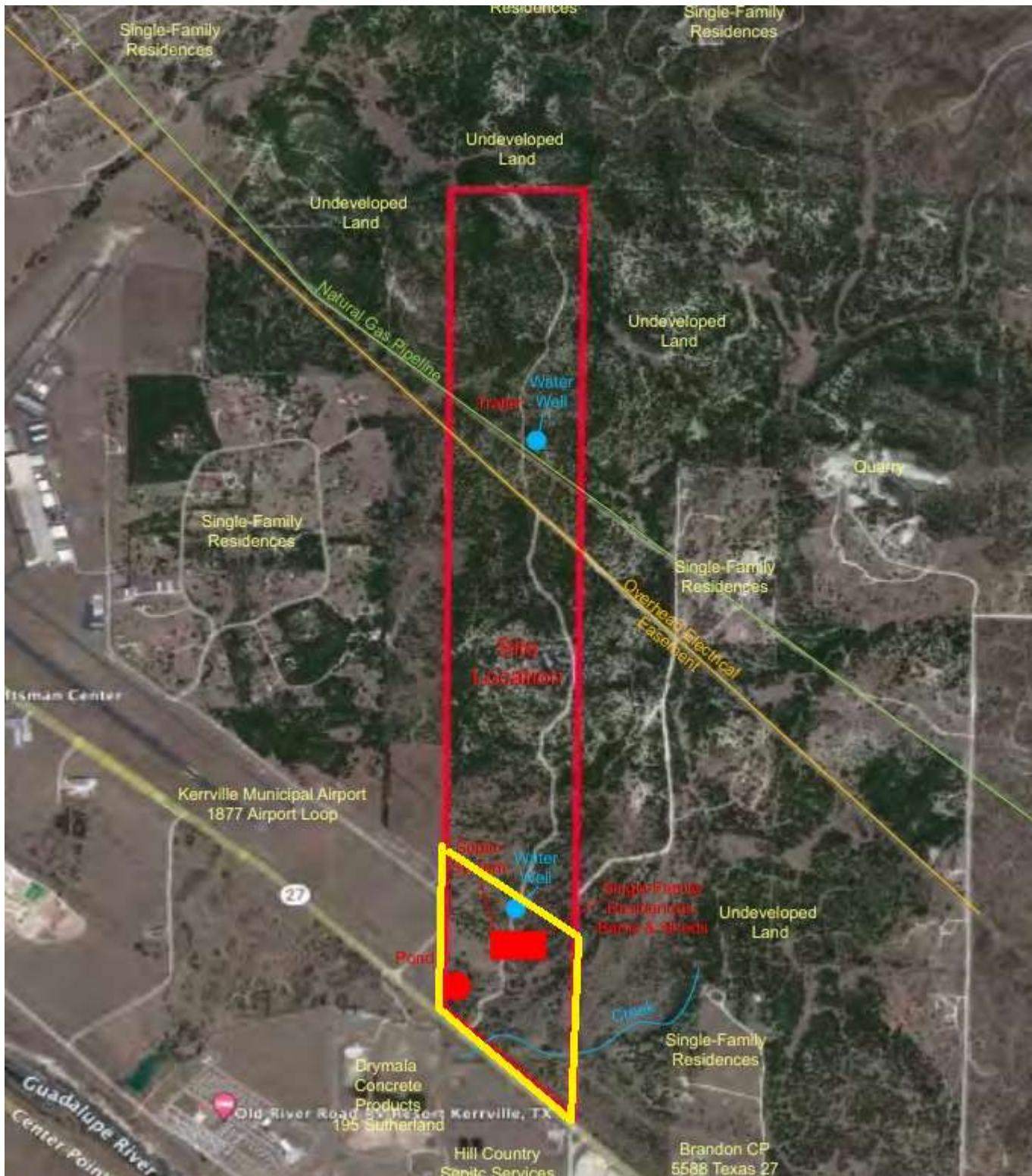
Looking: Hwy 27 – Looking East



SUBJECT ACQUISITION

SURVEY PLAT OF 54.95 ACRES OF LAND LYING AND BEING SITUATED IN KERR COUNTY, TEXAS, OUT OF THE JOHN MATCHETT SURVEY NO. 43, ABSTRACT NO. 243; COMPRISING 1) 50.71 ACRES OUT OF THAT 527.5 ACRE TRACT DESCRIBED IN WARRANTY DEED FROM THOMAS WELLBORN TO ERNEST WELLBORN DATED THE 18TH DAY OF JULY, 1927, AND RECORDED IN VOLUME 47, PAGE 429, DEED RECORDS OF KERR COUNTY, TEXAS, AND 2) ALL OF THAT 4.24 ACRE, 100 FT. WIDE STRIP OF FORMER RAILROAD RIGHT-OF-WAY, DESCRIBED AS 3.847 ACRES IN WARRANTY DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO EDWARD LEE WELLBORN, DATED MARCH 1, 1973, AND RECORDED IN VOLUME 163, PAGE 520, DEED RECORDS OF KERR COUNTY, TEXAS





Subject shown outlined in yellow. Not intended to represent exact scale, but for visualization only.

KERRVILLE AREA MSA ANALYSIS

Kerrville is the county seat of Kerr County and is located in the heart of the Texas Hill Country. Due to its scenic beauty and relatively high elevation, it is a popular retirement and tourist destination within the state. It is centrally located approximately 62 miles northwest of San Antonio, less than 100 southwest of Austin, and less than 300 miles from Dallas and Houston.

The City of Kerrville was founded in 1889. In the 1840's Joshua Brown, a shingle maker, settled on the Guadalupe River. Years later, ranching became a major industry, with Texas Ranger Charles Schreiner, who built his own empire.

The City of Kerrville is centered around the Guadalupe River, with Louise Hays Park, marking the heart of the city. Within the park are picnic tables and gazebos, and a footbridge across to Tranquility Island. Activities in the park include swimming, fishing, birding, canoeing & kayaking or just sightseeing along the river.

	Kerrville	Kerr County	Texas
2020 Projection	23,425	51,465	29,222,721
% Change 2015-2020	1.2%	1.8%	7.8%
2015 Estimate	23,138	50,534	27,097,120
% Change 2010-2015	3.1%	1.8%	7.8%
2010 Census	22,447	49,625	25,145,561
% Change 2000-2010	9.0%	13.7%	20.6%
2000 Census	20,600	43,653	20,851,796

The Kerrville area boasts a desirable quality of living because of its available healthcare, technology, education and arts. The low crime rate and big city amenities position this area as one of the best small-town environments in which to live and work.

According to HOMEFAIRCityReports™ (www.HomeFair.com), the cost of living index for Kerr County is 94.51%, which is 5.49% below the national average.

Median home price: (*Source: BestPlaces.net)

- The median home cost in Kerrville is \$239,900.*
- Home appreciation the last year has been 6.86 percent.*
- Compared to the rest of the country, Kerrville's cost of living is 14.36% lower than the U.S. average.*
- Kerrville public schools spend \$5,624 per student. The average school expenditure in the U.S. is \$6,058.* There are about 14 students per teacher in Kerrville.*
- Total rental units: 3,541 (Source: RentSpeed.com)
- Median rent: \$541 (Source: RentSpeed.com)

The local economy is fueled by small industries that are widely known. The major source of employment is healthcare (hospitals, clinics, special services) and retirement services. Following closely is the hospitality industry that includes tourism, youth camps, retreat facilities, seasonal visitors known as Winter Texans and year-round hunting. Approximately one million visitors come to the Kerrville/Kerr County area each year.

Major employers and businesses in the Kerr County area draw their labor force and customer base from a six-county area, including Kerr (43,653), Bandera (17,645), Gillespie (20,814), Real (3,047), and Kimble (4,468). The collective population of these counties is approximately 113,370.

Downtown Kerrville is a thriving retail and professional district. Restaurants, antiques and collectibles shops, art galleries, gift stores, and services line the streets of the central city. A recent revitalization project has restored downtown Kerrville to its original old-world charm. The design implements a plan to encourage leisurely strolls past shops of antiques as well as contemporary galleries. Many restored buildings have received state recognition for superior rehabilitation and restoration.

Kerrville is home to Schreiner University, an independent and coeducational college. Schreiner University was founded by Captain Charles Schreiner in 1917. In 1981, the college became a four-year institution. Only a decade after this transition, the prestigious U.S. News and World Report "America's Best Colleges Guide" listed Schreiner College as one of the top regional liberal arts colleges in the western United States.

Kerrville is also recognized for its contribution to the arts. The community is the home to the official State of Texas Arts and Crafts Fair, the Kerrville Folk Festival, the Point Theater, the Kerr Arts and Cultural Center (which represents more than 600 member artists), and many other events and facilities. The city is filled with art galleries and renowned artists. The city's newest facility is the Kathleen C. Cailloux City Center for the Performing Arts. The 800-seat center hosts productions throughout the year. Located on the south side of Kerrville on the Bandera Highway is the Museum of Western Art. The museum's rotating collection comprises the nation's most distinguished living artists who follow in the traditions of Remington and Russell in celebrating the memories of the Old West.

The Kerrville Municipal Airport is situated in the center of the Airport Development area, east of the city. The airport is located six miles from downtown Kerrville on State Highway 27 E and is easily accessible to Interstate Highway 10 at only seven miles. For more than forty years, Kerrville Municipal, a city/county owned airport, has served private and corporate aircraft on a 6,000-foot runway. Kerrville Aviation is an award-winning full-service FBO offering quick turnarounds.

Improvements and future development in the Airport Development Area are currently taking place. The Economic Improvement Corporation funded the extension of water and wastewater to the Airport Commerce Park, a Planned Development District business park of approximately 70 acres located across State Highway 27 E from the airport. Airport Commerce Park attracts not only aviation related businesses, but general professional, manufacturing and service providers to the area.

Kerrville is also a popular retirement destination due to abundant Hill Country beauty, and the city's pride in maintaining a healthy environment. Much of this depends greatly on the climate and year-round good weather. Kerrville is 1640 feet above sea level with an average July temperature of 81 degrees and a January norm of 47 degrees. The average yearly rainfall is 31.5 inches and the mean relative humidity at noon is 55%. Additionally, there is a relatively affordable cost of living, and abundant cultural activities.

According to HOMEFAIR City Reports, the cost of living index for Kerr County is 94.51%, which is approximately 5% below the national average.

The unemployment rate in Kerrville is 3.20 percent (U.S. avg. is 4.60%). Recent job growth is positive. Kerrville jobs have increased by 0.62 percent.*

All utilities are generally available including electricity (Kerrville Public Utility Board), Natural gas (either TXU or Oncor), water and wastewater (City of Kerrville).

Some of the larger employers in Kerrville include Kerrville ISD (705), Ingram ISD (270), City of Kerrville (305), Kerrville State Hospital (539), Sid Peterson Memorial Hospital (630), South Texas Veterans Health Care System (585), James Avery Craftsman (473), Mooney Airplane Co. (165), HEB food store (275), and Wal-Mart (400).

As far as new building activity, permits tended to peak in 2001 with \$52,000,000 in new permits, declining to \$37,400,000 in 2003. Larger new development is occurring in the area including Lowes, Home Depot, Harbor Freight, and Tractor Supply stores.

EMPLOYMENT INDUSTRIES

[View all industries](#)



In general, the local economy is a health care and services hub for the Hill Country. Unemployment is low and the economy is expected to grow steadily over the foreseeable future.

SITE ANALYSIS

Land that is improved so that it is ready to be used for a specific purpose. A site description is a detailed listing of factual data, including a legal description, other title and record data, and information on pertinent physical characteristics. (Source: *The Appraisal of Real Estate; Fourteenth Edition*, Appraisal Institute, 2013).

(Whole Property)

Date of Inspection: July 28, 2023

Effective Date: July 28, 2023

Date of Report: August 28, 2023

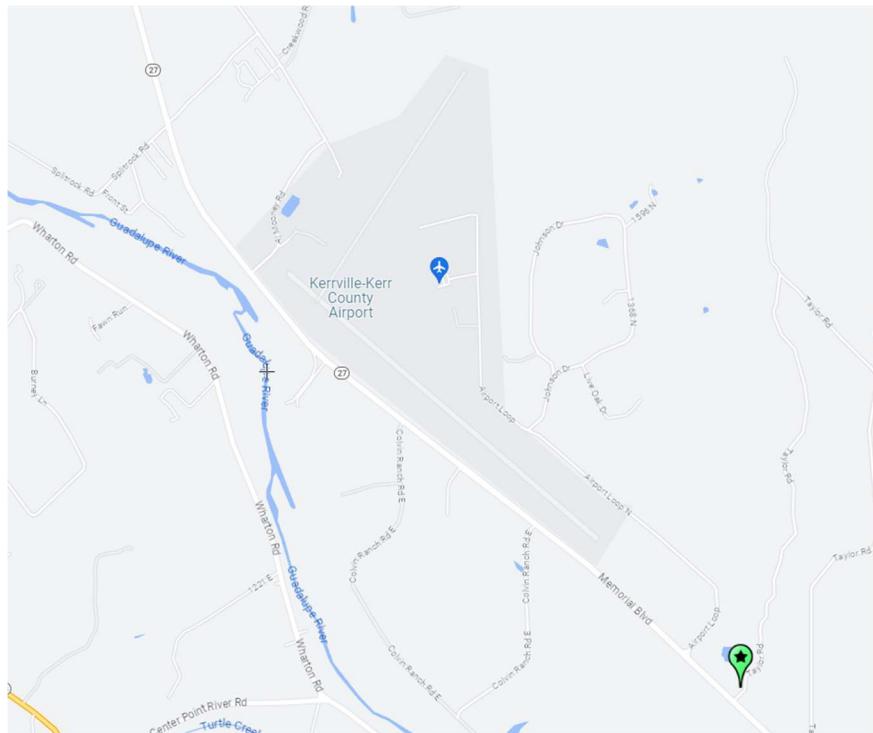
Address: 5442 Highway 27, Kerrville (outside), Texas

Location: NS of Hwy 27, just west of the Kerrville -Kerr County Airport

Size:

	Acres	Square Feet
Whole Property (as defined):	54.95	2,393,622
Part to be Acquired:	N/A	N/A
Remainder Property:	N/A	N/A

Shape: Slightly irregular



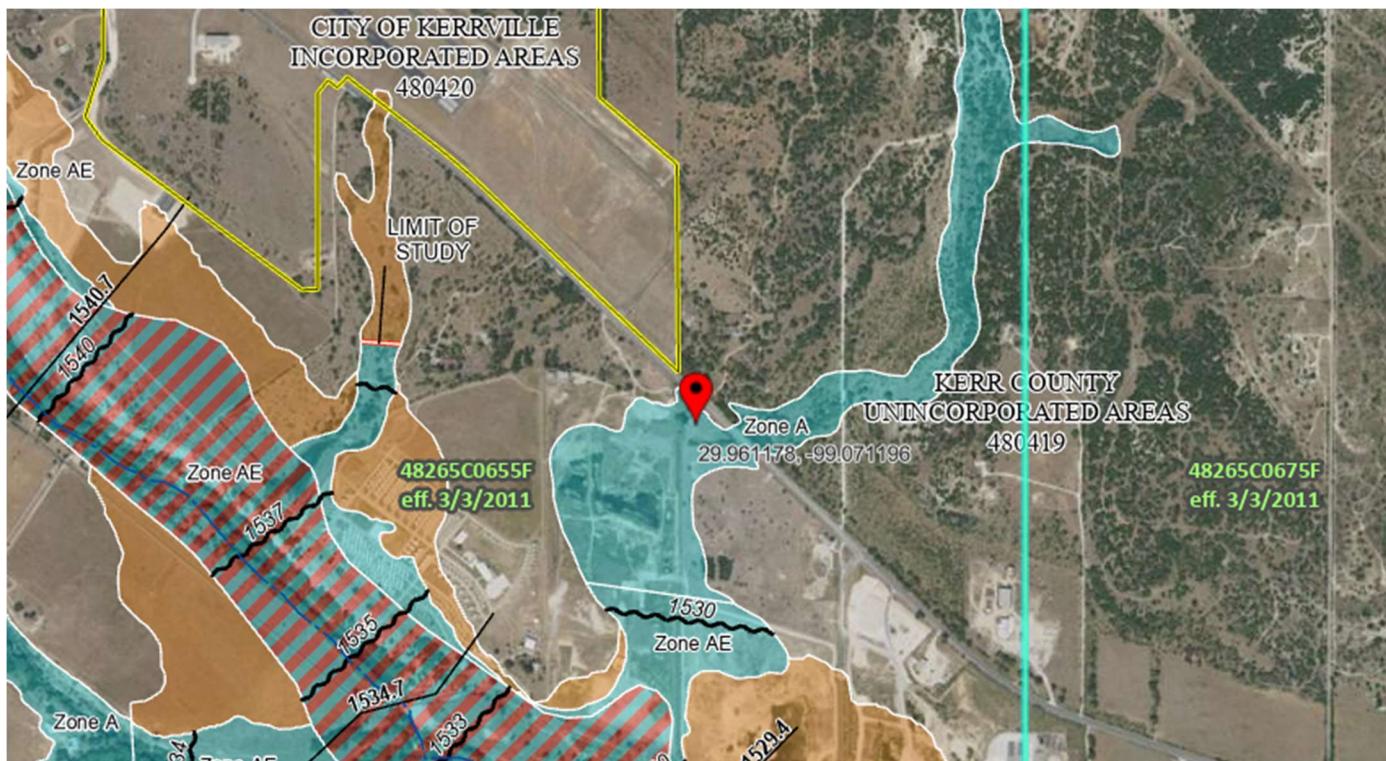
GIS Location: 29.9682851, -99.0800425

Topography: Relatively level

Roadway Design: The subject has direct access from Hwy 27.

Drainage: Assumed adequate

Flood Zone: From published FEMA maps, panel #48265C0655F, dated March 3, 2011, it appears that a small portion of the subject (along the creek bed) is located in an identified "A" zone in the 100 year flood prone area.



Environmental Hazards:	None observed during physical inspection of the site. This, however, is in no way intended to warrant that no environmental contamination exists.
Encroachments:	None known
Surrounding Land Uses:	Generally speaking, the subject is surrounded by vacant agricultural land, Kerrville-Kerr County Airport and light industrial across Hwy 27. Property uses in close proximity to the subject include Mooney Aircraft, Our Lady of the Hill parochial school, the regional VA hospital, and the Lion's Camp.
Easements:	The subject is assumed to be encumbered with a private road. Typical utility easements are assumed.
Zoning Classification:	None; Kerrville ETJ

Assessment and Property Tax Information

Year	PID No.	Land Assessment	Improvement Assessment	Total Assessment
2023	15432	\$1,675,135	\$60,938	\$1,736,073

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2024	N/A	N/A	N/A	N/A	N/A	N/A
2023	\$60,938	\$1,675,135	44,847	127,785	\$0	\$127,785
2022	\$53,433	\$1,675,135	44,720	120,153	\$0	\$120,153
2021	\$46,906	\$1,675,135	44,720	113,626	\$0	\$113,626
2020	\$46,906	\$1,675,135	44,720	113,626	\$0	\$113,626

It is noted that the assessment above is for a larger 304.57 acre parent tract.

Five Year Sales History

According to the Kerr Central Appraisal District, the subject has not changed ownership over the prior five years. Reportedly, the subject parent tract is under contract to Kevin Harper. Additionally, it is my understanding that Harper has contracted to sell (likely through a simultaneous closing) the property to CHC Development. Neither of these contract prices are known or were disclosed to me.

It is my understanding that my client is negotiating to purchase the subject 54.95 acres from CHC Development.

Conclusions (Whole Property)

Positive Attributes of the Whole Property:

- Good frontage and visibility from US Hwy 27
- Relatively buildable topography and shape
- Some good Hill Country views from the subject.
- Wet weather creek on the subject

Negative Attributes of the Whole Property:

- Site appears to lack public water and wastewater service.
- The subject site lies within the Kerrville-Kerr County Airport flight path.

IMPROVEMENT ANALYSIS

The subject was improved with a single-family residence and various outbuildings. Generally, these improvements appeared to be in fair to poor condition. I have assumed that these improvements would offer only nominal contributory value. I have concluded that any minor contributory value would be off-set by demolition costs. Therefore, the improvements have not been included and the analysis assumed a vacant land analysis only.

HIGHEST AND BEST USE ANALYSIS

Highest and best use is a basic premise of value. As with value, highest and best use is not an absolute fact; it reflects an appraiser's opinion of the best use of a property based on an analysis of prevailing market conditions. The term highest and best use, as used in this appraisal report, is defined as:

"The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property—specific with respect to the user and timing of the use—that is adequately supported and results in the highest present value."

Appraisal of Real Estate, 14th Edition, Appraisal Institute.

For a property to be developed at its highest and best use, four criteria must be met:

Legally Permissible:	Which uses are permitted by zoning ordinances, private deed restrictions, historic districts, or environmental regulations;
Physically Possible:	What uses of the site are physically possible;
Financially Feasible:	Which physically possible and legally permissible uses will produce a satisfactory yield to the owner of the site; and
Maximally Productive:	Among the feasible uses, which use will produce the highest net return or the highest present worth?

(AS VACANT)

This analysis must first determine a site's highest and best use as vacant; or, if the property has existing improvements, as if vacant by demolition. When this conclusion is drawn, then improved properties are analyzed for highest and best use as improved.

Highest and best use analysis identifies a property's most profitable and competitive use. This use is determined by economic conditions found within the market. A property must meet four criteria to be developed to its highest and best use. The use must be physically possible, legally permissible, financially feasible and maximally productive.

The subject property contains approximately 54.95 acres and located without public access or water or wastewater service. The subject is located just west of the Kerrville-Kerr County Airport.

It has good exposure and visibility along Hwy 27. There are some light industrial uses across from Hwy 27. In my opinion, the highest and best use would be light commercial along the Hwy 27 frontage and either immediate or future single-family development.

PROPERTY VALUATION SUMMARY

Whole: Part to be Acquired: Remainder After:

HIGHEST AND BEST USE ANALYSIS: (The *Highest and Best Use* analysis should consider the reasonably probable and legal use of vacant land or improved property considering legally permissible, physically possible, financially feasible, and maximally productive. Use separate page, numbered accordingly, as necessary.)

The highest and best use, as vacant and as improved, is Single-Family Residential. See Pages 2.14-2.15 for the detailed discussion.

VALUATION APPROACHES

Insert value estimate, then describe, analyze, and support each approach as required.

Cost Approach.....	N/A
Sales Comparison Approach (Land Only).....	\$
Income Approach.....	N/A
Reconciliation of Approaches to Value:	\$824,250

As the subject was characterized as vacant land only, only the Sales Comparison Approach was completed.

Contributory Value of Improvements (Itemized)					
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
Total Contributory Value of Improvements					\$
Easement Value.....					
Land Value.....	54.95	acres@	\$15,000	= \$	824,250
				= \$	
Reconciled Final Value.....					\$824,250

Each approach developed follows this page and is sequenced as shown below.

Land Value Pgs. 3.1-3.4

Cost Approach Pgs. NA

Sales Comparison Approach Pgs. NA

Income Approach NA

SALES COMPARISON APPROACH Whole: Part to be Acquired: Remainder After:
 Land: Improved:

VALUATION GRID		Representative Comparable Sales											
		Subject	Comp. No. 1	Comp. No. 2		Comp. No. 3							
Grantor	NA	Joseph Lazzarino		Alfred Roschmann		Douglas & Marlene McRae Revocable Trust							
Grantee	NA	JL3 Properties, LLC		Mystic Ranch Realty, Inc.		Alfred Roschmann							
Date of Sale	NA	6/22/2021		4/30/2021		5/2/2019							
Sales Price		\$865,000		\$542,880		\$350,000							
Unit Price/AC	NA	\$10,192		\$18,000		\$11,620							
Relative Location	5442 Highway 27, Kerrville (outside), Texas	1450 S. Nixon Lane 30.0056773, -99.1715995		1115 Spur 100 30.028102, -99.09235		1051 Spur 100 30.0253637, -99.0956313							
Size (AC)	54.95	84.87		30.16		30.12							
Financing	NA	Cash to Seller		0%	Cash to Seller	0%	Cash to seller						
Conditions of Sale	NA	Market Conditions		0%	Market Conditions	0%	Market Conditions						
Date of Sale	7/28/2023	Inferior		14%	Inferior	14%	Inferior						
Adjusted Price:		\$11,618		\$20,520		\$14,874							
Physical Conditions													
Location	NA	Inferior		15%	Similar	0%	Similar						
Size	54.95 acres	Inferior		5%	Superior	-10%	Superior						
Topography	Rolling	Similar		0%	Similar	0%	Superior						
Utilities	Tel. & Electric	All except sewer		-5%	Tel & Elect	0%	Tel & Elect						
Airport Influence	Flight Path	Superior		-10%	Superior	-10%	Superior						
Zoning	None; Kerrville ETJ	None		0%	None	0%	None						
Other	Creek	Inferior		5%	Similar	0%	Similar						
Total Adjustment		10%		-20%		-25%							
Estimated Unit Value	Indicated Unit Value	\$12,780		\$16,416		\$11,156							
Estimated Value by Sales Comparison Approach.....													
\$824,250													

Explanation of Adjustments with Reconciliation (Attach Comparable Data Supplement and Map; use separate page; numbered accordingly, as necessary.):

SALES COMPARISON APPROACH Whole: Part to be Acquired: Remainder After:
 Land: Improved:

VALUATION GRID		Representative Comparable Sales		Comp. No. 6
	Subject	Comp. No. 4		
Grantor	NA	Saperstein Ventures, Inc.		
Grantee	NA	Hossein Hagigholam		
Date of Sale	NA	10/6/2022		
Sales Price		\$1,350,000		
Unit Price/AC	NA	\$24,784		
Relative Location	5442 Highway 27, Kerrville (outside), Texas	155 Colvin Ranch Road 29.39667378, -99.0855642		
Size (AC)	54.95	54.47		
Financing	NA	Cash to Seller	0%	
Conditions of Sale	NA	Market Conditions	0%	
Date of Sale	7/28/2023	Inferior	5%	
Adjusted Price:		\$26,023		
Physical Conditions				
Location	NA	Similar	0%	
Size	54.95	Similar	0%	
Topography	Rolling	Superior	-5%	
Utilities	Tel. & Electric	All available	-20%	
Airport Influence	Flight Path	Superior	-10%	
Zoning	None; Kerrville ETJ	PD; Planned Dvlp	0%	
Other	Creek	Inferior	5%	
Total Adjustment		-30%		
	Indicated Unit Value	\$18,216		
Estimated Unit Value		\$15,000		
Estimated Value by Sales Comparison Approach.....				\$824,250

Explanation of Adjustments with Reconciliation (Attach Comparable Data Supplement and Map; use separate page; numbered accordingly, as necessary.):

EXPLANATION OF ADJUSTMENTS (Whole Property – Land Only)

Financing:

All of the sales appeared to be cash to the seller, so it was unnecessary to make any kind of financing adjustments.

Conditions of Sale:

Conditions of Sale refers to some condition or event, such as duress, related parties, etc. which may have influenced the sales price of the comparable. All the sales were considered “at market” and no adjustment was warranted.

Changing Market Conditions Over Time:

Market conditions may change between the time of sale of a comparable property and the date of the appraisal of the subject property, such is the case in this instance. Changed market conditions often result from various causes, such as inflation, deflation, changing demand, and changing supply. Time itself is not the cause for the adjustment, it is the change in economic conditions over this period of time which justifies an adjustment.

The sales sold between May 2019 and October 2022. Generally, demand has continued to increase in the Texas Hill Country. A comparison of #2 and #3 would point to a 25% annual increase from 2019 to 2021. However, it is noted that this is a single comparison and not valid statistically. In addition, increasing interest rates during this time have likely slowed appreciation. For this analysis, I have adjusted all the comparable sales on the basis of approximately 7% annually.

Location/Access:

The subject is located just west of the Kerrville-Kerr County Airport. Access to comparable #1 was somewhat circuitous and required passing numerous manufactured housing which were generally of lower quality and condition. For this reason, this comparable was adjusted upward.

Comparable sales #2 and #3 were located closer in to Kerrville. However, they did not have the commercial potential along the frontage like the subject. These characteristics were considered off-setting and no adjustment was applied.

Comparable sale #4 was located across Hwy 27 from the subject and was not adjusted.

Size:

It is noted that the comparable sales varied widely in size. I believe the comparable sales utilized are appropriate to develop the underlying land value for the subject. Size adjustments were estimated, in part, based on the “Dilmore Curve”. This is a widely publicized regression model created by Gene Dilmore. It has been extensively peer reviewed and tests various curves to develop a relationship between price per square foot and size, to determine which curve results in the lowest coefficient of variation. The coefficient of variation is the ratio of the sample standard deviation to the sample mean.

The comparable sales ranged from 30.12 acres to 84.87 acres, as compared to the subject at 54.95 acres. All the comparable sales, except #4, were adjusted based on a 5% change in price for every 50% change in size.

Topography

The subject is level to rolling with a developable shape. All the comparable sales appeared similar and no adjustment was necessary. However, the subject would likely need some level of clearing prior to development. Comparable sale #3 and #4 were superior in this regard and were adjusted downward slightly.

Utilities:

The subject has access to telephone and electric only. Comparable #1 had community water available and #4 reportedly had access to all utilities. Both of these were adjusted downward.

Airport Influence:

The subject is located in the flight path of the adjoining airport. This would be detrimental to a residential use. For this reason, all the comparable sales were adjusted downward.

Zoning:

No adjustment for zoning was deemed necessary.

Other (Creek):

The subject has a small, wet-weather creek on the rear of the subject, which tends to be a desirable amenity. Comparable #1 and #4 did not have the creek amenity and were adjusted upward.

Value Conclusion of the Site as Vacant:

On an unadjusted basis, the comparable sales ranged from \$10,192 to \$24,281 per acre. After adjustment for market conditions, location, size, utilities, and flight path influence, they ranged from \$11,156 to \$16,915 per acre. The adjusted mean was \$14,642 per acre, weighted adjusted mean of \$15,140 per acre, and the adjusted median was \$14,598 per acre. Less emphasis was placed on #3 due to its older date of sale and most emphasis on #4 due to its more similar location and more recent date of sale.

Therefore, considering the market data and analysis discussed above, I have concluded a final market value conclusion of \$15,000 per acre of land resulted in a value indication for the subject site, as follows:

Per Acre Value Conclusion:	\$15,000
Subject Area (AC):	54.95
LAND VALUE INDICATION:	\$824,250

COST APPROACHWhole: Part to be Acquired: Remainder After:

Estimated Replacement/ Reproduction Cost					
Improvement	Number of SF	\$ per sq ft	Cost New	<Depreciation>	Value
Contributory Value of the Buildings					
Accessory Improvements					
Contributory Value of the Accessory Improvements					
Site Improvements					
Contributory Value of the Site Improvements					
Contributory Value of all Improvements					
Total Land Value					
Estimated Value by Cost Approach					

The subject was characterized as vacant land and no improvements were noted. Consequently, the Cost Approach was not deemed applicable.

SALES COMPARISON APPROACH Whole: Part to be Acquired: Remainder After:
 Land: Improved:

VALUATION GRID	Representative Comparable Sales			
	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor				
Grantee				
Date of Sale				
Sales Price				
Sales Price/Unit				
Relative Location				
Size (SF)				
Financing				
Conditions of Sale				
Date of Sale				
Sub-total				
Physical Conditions				
Location				
Size				
Age/Condition				
Quality				
LTB Ratio				
Zoning				
Other				
Total Adjustment				
Indicated Unit Value				
Estimated Unit Value				
Estimated Value by Sales Comparison Approach.....			NA	

Explanation of Adjustments with Reconciliation (Attach Comparable Data Supplement and Map; use separate page; numbered accordingly, as necessary.):

The subject was characterized as vacant land only such that the Sales Comparison Approach, As Improved, was not applicable.

INCOME APPROACHWhole: Part to be Acquired: Remainder After:

NA/OMITTED

Potential Gross Income		\$			\$	
Gross Rental Income		\$			\$	
Other Income		\$				
Vacancy & Collection		\$			\$	
		\$				
Effective Gross Income	.....				\$
Expenses:					\$	
Administrative		\$			\$	
Advertising		\$			\$	
Property Management		\$			\$	
Building Services		\$			\$	
Repairs & Maintenance		\$			\$	
Property Management		\$			\$	
Utilities		\$			\$	
Insurance		\$			\$	
Property Tax		\$			\$	
Reserves for Replacement		\$			\$	
Miscellaneous		\$				
Total Expenses					\$	
Net Operating Income	.....				\$
Income Capitalized @			.....		\$
					\$	
					\$	
Estimated Value by Income Approach			.....Rounded:		\$	

Furnish supporting information/data, justification of gross income estimates, expenses, method of capitalization and capitalization rate (*Attach Comparable Rental Data Supplement and Map*. Use separate page, numbered accordingly, as necessary.):

The subject was characterized as vacant land only such that the Income Approach, was not applicable.

PART TO BE ACQUIRED

Highest and Best Use (Use separate page, numbered accordingly, as necessary): N/A

Contributory Value of Improvements (Itemized)			
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
Total Contributory Value of Improvements			\$
Easement		ac@\$	\$
Fee		sf @\$	\$
Total Land			\$
TOTAL VALUE AS A UNIT			\$

REMAINDER BEFORE THE ACQUISITION

Contributory Value of Improvements (Itemized)			
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
Easement		\$	
Fee		\$	
Total Land 299,675 SF @\$8.00/SF			\$
TOTAL VALUE AS A UNIT			\$

PROPERTY VALUATION SUMMARY

Whole: Part to be Acquired: Remainder After:

HIGHEST AND BEST USE ANALYSIS: (The *Highest and Best Use* analysis should consider the reasonably probable and legal use of vacant land or improved property considering legally permissible, physically possible, financially feasible, and maximally productive. Use separate page, numbered accordingly, as necessary.)

The scope of the appraisal included a whole property acquisition. Consequently, the Highest and Best Use, for the Remainder analysis is not applicable.

VALUATION APPROACHES

Insert value estimate, then describe, analyze, and support each approach as required.

Cost Approach.....	\$NA
Sales Comparison Approach	\$NA
Income Approach.....	\$NA
Reconciliation of Approaches to Value:	\$NA

Contributory Value of Improvements (Itemized)	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Easement	\$
Fee	\$
Total Land SF @/SF	\$
TOTAL VALUE AS A UNIT	\$

Easement Value.	acres/sq. ft. @ \$	= \$
Land Value.....	acres. @ /SF	= \$
Reconciled Final Value	\$	

Each approach developed follows this page and is sequenced as shown below.

SALES COMPARISON APPROACH Whole: Part to be Acquired: Remainder After:
 Land: Improved:

VALUATION GRID	Subject	Representative Comparable Sales		
		Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	NA			
Grantee	NA			
Date of Sale	NA			
Sales Price				
Unit Price/AC	NA			
Relative Location				
Size (AC)				
Financing				
Conditions of Sale				
Date of Sale				
Adjusted Price:				
Physical Conditions				
Location				
Size				
Topography				
Utilities				
Corner				
Zoning				
Other				
Total Adjustment				
	Indicated Unit Value			
Estimated Unit Value				\$
Estimated Value by Sales Comparison Approach.....				\$

Explanation of Adjustments with Reconciliation (Attach Comparable Data Supplement and Map; use separate page; numbered accordingly, as necessary.):

The subject is a whole acquisition so that the remainder analysis is not applicable.

COST APPROACHWhole: Part to be Acquired: Remainder After:

Estimated Replacement/ Reproduction Cost					
Improvement	Number of SF	\$ per sq ft	Cost New	<Depreciation>	Value
Contributory Value of the Buildings					
Accessory Improvements					
Contributory Value of the Accessory Improvements					
Site Improvements					
Contributory Value of the Site Improvements					
Contributory Value of all Improvements					
Land Value					
Total Land Value					
Estimated Value by Cost Approach					

Furnish sources of cost data and support for depreciation factors (physical, functional, and economic. Use separate page, numbered accordingly, as necessary.):

N/A

SALES COMPARISON APPROACH Whole: Part to be Acquired: Remainder After:
 Land: Improved:

VALUATION GRID	Representative Comparable Sales			
	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor				
Grantee				
Date of Sale				
Sales Price				
Sales Price/Unit				
Relative Location				
Size (SF)				
Financing				
Conditions of Sale				
Date of Sale				
Sub-total				
Physical Conditions				
Location				
Size				
Age/Condition				
Quality				
LTB Ratio				
Zoning				
Other				
Total Adjustment				
	Indicated Unit Value			
Estimated Unit Value				
Estimated Value by Sales Comparison Approach.....			N/A	

Explanation of Adjustments with Reconciliation (Attach Comparable Data Supplement and Map; use separate page; numbered accordingly, as necessary.):

N/A

INCOME APPROACHWhole: Part to be Acquired: Remainder After: **NOT APPLICABLE**

Potential Gross Income		\$			
Gross Rental Income		\$			
Other Income		\$			
Vacancy & Collection		\$			
		\$			
Effective Gross Income					
Expenses:					
Administrative		\$			
Advertising		\$			
Property Management		\$			
Building Services		\$			
Repairs & Maintenance		\$			
Payroll		\$			
Utilities		\$			
Insurance		\$			
Property Tax		\$			
Reserves for Replacement		\$			
Total Expenses					
Net Operating Income	.....			\$
Income Capitalized @			.....	\$
Estimated Value by Income Approach			.....	\$

Furnish supporting information/data, justification of gross income estimates, expenses, method of capitalization and capitalization rate (*Attach Comparable Rental Data Supplement and Map*. Use separate page, numbered accordingly, as necessary.):

EXPLANATION OF DAMAGES (if any):

As the scope included a whole property acquisition, no damages were applicable.

COMPENSATION SUMMARY

WHOLE PROPERTY:

The market value of the whole property is.....\$824,250

PART TO BE ACQUIRED:

Considered as severed land, the fee simple title to the part being acquired
for highway purposes (less oil, gas and sulphur and subject to existing easements,
if any, which are not to be extinguished)\$ NA

REMAINING PROPERTY:

The value of the remainder immediately before the taking is.....\$ NA

Considering the uses to which the part taken is to be subjected

to, the market value of the remainder immediately after
the acquisition\$ NA

NET DAMAGES OR ENHANCEMENTS, if\$ NA

.....\$ NA

ACCESS:

The lack of any access denial or the material impairment of direct access on or off the remaining
property affects the market value of the remaining property in the sum of.....\$ NA

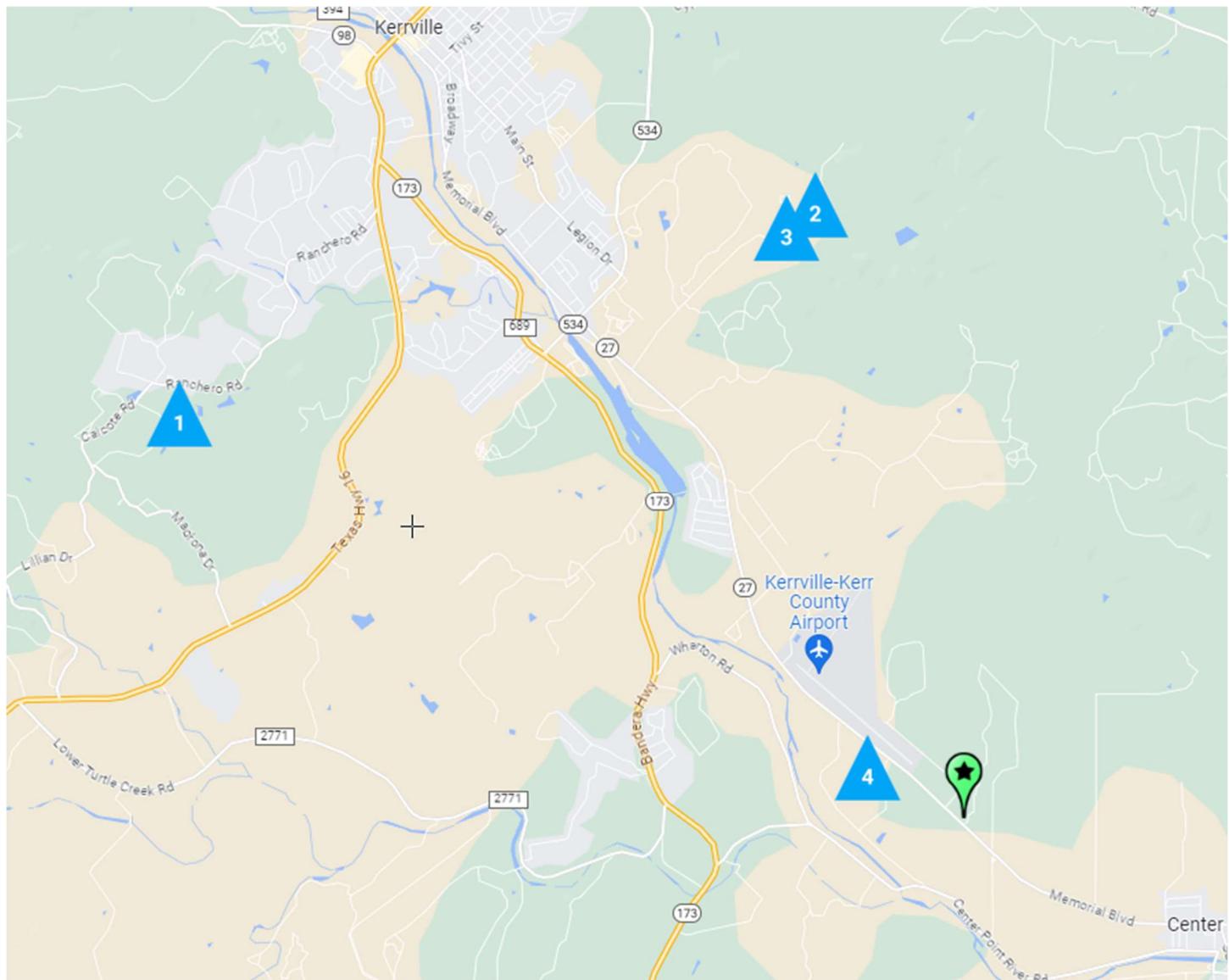
TOTAL COMPENSATION.....\$824,250

ADDENDA



Form ROW-A-5 (Rev. 08/11)

COMPARABLE LAND SALES MAP





Form ROW-A-5 (Rev. 08/11)

COMPARABLE DATA SUPPLEMENT

District: N/A Parcel No.: Kerrville-Kerr County Airport Acquisition Highway No.: SH-27 County: Kerr ROW CSJ: N/A

Land Sale 1



Improved Sale

Rental Data



Grantor/Lessor: Joseph Lazzarino

Grantee/Lessee: JL3 Properties, LLC

Date: 6/22/2021

Recording Information: 21-11235

Key Map: Kerr County

Address: 1450 Nixon Lane, Kerrville, TX

GIS: 30.0056773, -99.1715995

Zip Code: 78028

Legal Description: ABS A0137 Francis, Survey 146, Kerr County, Texas

Confirmed Price: \$865,000

Verified with: Kerr County MLS

Terms and Conditions of Sale: Cash to Seller

Rental Data: N/A

Land Size: 84.87 Acres / 3,696,937 SF

Unit Price as Vacant: \$10,192/AC

Type Street: Collector

Utilities: Telephone and Electricity only

Improvement(s) Description: N/A

Improvement(s) Size: (GBA) (NRA)

Unit Price as Improved \$: N/A

Condition and Functional Design: N/A

Current Use: Vacant land

Highest & Best Use: Residential

Date of Inspection: 8/24/23

Zoning: None

Flood Plain: None

Attach additional information as necessary:

Appraiser: Byron Hinton, ASA, MAI, MRICS
(Typed, not signed)

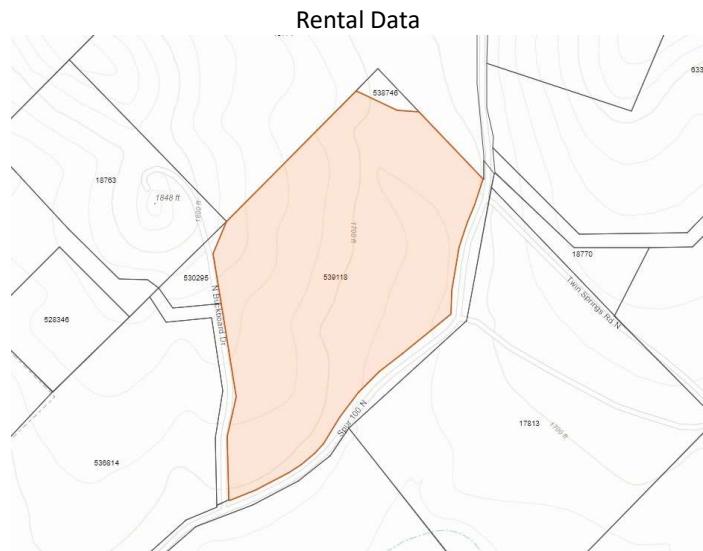
Date: August 28, 2023



Form ROW-A-5 (Rev. 08/11)

COMPARABLE DATA SUPPLEMENT

District: N/A Parcel No.: Kerrville-Kerr County Airport Acquisition Highway No.: SH-27 County: Kerr ROW CSJ: N/A



Grantor/Lessor: Alfred Roschmann

Grantee/Lessee: Mystic Ranch Realty, Inc.

Date: 4/30/2021

Recording Information: 21-037784

Key Map: Kerr County

Address: 1115 Spur 100, Kerrville, TX

GIS: 30.028102, -99.09235

Zip Code: 78028

Legal Description: ABS A0450 Porter, Survey 701, Kerr County, Texas

Confirmed Price: \$542,880

Verified with: Kerr County MLS

Terms and Conditions of Sale: Cash to Seller

Rental Data: N/A

Land Size: 30.16 Acres / 1,313,770 SF

Unit Price as Vacant: \$18,000/AC

Type Street: Collector

Utilities: Telephone and Electricity only

Improvement(s) Description: N/A

Improvement(s) Size: (GBA) (NRA)

Unit Price as Improved \$: N/A

Condition and Functional Design: N/A

Current Use: Vacant land

Highest & Best Use: Residential

Date of Inspection: 8/24/23

Zoning: None

Flood Plain: None

Attach additional information as necessary:

Appraiser: Byron Hinton, ASA, MAI, MRICS
(Typed, not signed)

Date: August 28, 2023



Form ROW-A-5 (Rev. 08/11)

COMPARABLE DATA SUPPLEMENT

District: N/A Parcel No.: Kerrville-Kerr County Airport Acquisition Highway No.: SH-27 County: Kerr ROW CSJ: N/A

Land Sale 3	Improved Sale	Rental Data
		Not Available

Grantor/Lessor: Douglas & Marlene McRae

Revocable Trust

Date: 5/2/2019

Grantee/Lessee: Alfred Roschmann

Recording Information: 19-03221

Key Map: Kerr County

Address: 1051 Spur 100, Kerrville, TX

GIS: 30.0253637, -99.0956313

Zip Code: 78028

Legal Description: John W. Porter Survey 701, Abstract 450 & HE & WTRR Co Survey 1425, Abst 608, Kerr County, Texas

Confirmed Price: \$350,000

Verified with: Kerr County MLS

Terms and Conditions of Sale: Cash to Seller

Rental Data: N/A

Land Size: 30.12 Acres / 1,312,027 SF

Unit Price as Vacant: \$11,620/AC

Type Street: Collector

Utilities: Telephone and Electricity only

Improvement(s) Description: N/A

Improvement(s) Size: (GBA) (NRA)

Unit Price as Improved \$: N/A

Condition and Functional Design: N/A

Current Use: Vacant land

Highest & Best Use: Residential

Date of Inspection: 8/24/23

Zoning: None

Flood Plain: None

Attach additional information as necessary:

Appraiser: Byron Hinton, ASA, MAI, MRICS
(Typed, not signed)

Date: August 28, 2023



FIELD NOTES

FIELD NOTES DESCRIPTION OF A 54.95 ACRE TRACT OR PARCEL OF LAND SITUATED IN KERR COUNTY, TEXAS

BEING 54.95 ACRES OF LAND LYING AND BEING SITUATED IN KERR COUNTY, TEXAS, OUT OF THE JOHN MATCHETT SURVEY NO. 43, ABSTRACT NO. 243; COMPRISING 1) 50.71 ACRES OUT OF THAT 527.5 ACRE TRACT DESCRIBED IN WARRANTY DEED FROM THOMAS WELLBORN TO ERNEST WELLBORN DATED THE 18TH DAY OF JULY, 1927, AND RECORDED IN VOLUME 47, PAGE 429, DEED RECORDS OF KERR COUNTY, TEXAS, AND 2) ALL OF THAT 4.24 ACRE, 100 FT. WIDE STRIP OF FORMER RAILROAD RIGHT-OF-WAY, DESCRIBED AS 3.847 ACRES IN WARRANTY DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO EDWARD LEE WELLBORN, DATED MARCH 1, 1973, AND RECORDED IN VOLUME 163, PAGE 520, DEED RECORDS OF KERR COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a $\frac{1}{2}$ " iron stake found in the Northeast right-of-way line of State Highway No. 27, a 100 ft. wide right-of-way described in deed to the State of Texas, recorded in Volume 53, Page 578, Deed Records of Kerr County, Texas, the Southwest corner of that 6.0 acre old railroad tract described in deed to Lucille Sutherland Walker recorded in Volume 161, Page 353, Deed Records of Kerr County, Texas, the Southeast corner of that called 3.847 acre old railroad right-of-way described in deed to Edward Lee Wellborn recorded in Volume 163, Page 520, Deed Records of Kerr County, Texas, for the Southeast corner hereof, from which a 8" creosote fence post bears 5.2 ft. N $25^\circ 43'$ E, a concrete right-of-way marker bears 188.36 ft. S $46^\circ 48'$ E, and the Northeast corner of Survey No. 43 bears approximately 13,672 ft. N $00^\circ 06'$ E;

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

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

THENCE upon, over, and across said 527.5 acre tract, S $49^\circ 28' 34''$ E 1788.74 ft. to a $\frac{1}{2}$ " iron stake with "Ashley" cap set in the fenced East line of said 527.5 acre tract, the West line of that 562.3 acre tract described in Partition Deed to Lucille Walker, recorded in Volume 193, Page 170, Deed Records of Kerr County, Texas, for the Northeast corner hereof;

THENCE with the East line of said 527.5 acre tract, the West line of said 562.3 acre tract, generally along a meandering fence, S $00^\circ 06' 30''$ W at 1690.17 ft. passing the Southwest corner of said 562.3 acre tract, the Northwest corner of said 6.0 acre tract, continuing for a total distance of 1827.99 ft. to the PLACE OF BEGINNING, containing 54.95 acres of land within these metes and bounds. Bearings based on True North per G.P.S. A plat of this survey has been prepared.

As surveyed on the ground under my direction.

Dated this the 16th day of August, 2023


Eric N. Ashley RPLS 4617 Reg. No. 10032600
Job No. 8026P2





QUALIFICATIONS OF BYRON B. HINTON ASA, MAI, MRICS

Byron B. Hinton graduated with honors in May of 1979 receiving his B.B.A. Degree from the University of Texas, Austin, Texas. His area of concentration was International Trade and Finance. He then went on to receive his M.B.A. degree from the University of Texas at Austin with a specialization in Real Estate and Finance. Since his graduation in 1981 he has been engaged in the valuation of and counseling regarding financial assets. Currently he is involved in real property, personal property, and business valuations as well as market and feasibility studies for various types of residential and commercial real estate development. Mr. Hinton has qualified and testified as an expert witness in state district court, county commissioners' hearings, and federal bankruptcy court in related valuation matters. Mr. Hinton has also been trained as a professional mediator. A number of years ago, Mr. Hinton was asked to serve as the real estate consultant for the Austin Film Society. A partial resume of specific qualifications is outlined as follows:

Educational Background

B.B.A. Degree from University of Texas, Austin, Texas

M.B.A. Degree from University of Texas, Austin, Texas

Texas Real Estate Broker License #251069-29

State Certified-Texas, General Real Estate Appraiser, TX-1321611-G

State Certified-Alabama, General Real Estate Appraiser, G01516

Specific Real Estate Courses and/or Seminars

Fundamentals of Real Estate

- University of Texas, Austin, Texas

Advanced Real Estate Principles and Practices

- University of Texas, Austin, Texas

Advanced Real Estate Finance

- University of Texas, Austin, Texas

Course 1A1, Principles of Real Estate Appraisal, Part 1

- American Institute of Real Estate

Appraisers (AIREA)

Course 1A2, Principles of Real Estate Appraisal, Part 2

- AIREA

Course 1B2, Capitalization Theory and Technique, Part 2

- AIREA

Course 1B3, Capitalization Theory and Technique, Part 3

- AIREA

Course 2-3, Standards of Professional Practice

- AIREA

Course 2-2, Valuation Analysis and Report Writing

- AIREA

Course 2-1, Case Studies in Real Estate Valuation

- AIREA

Course 201, Principles of Income Property Valuation

- Society of Real Estate Appraisers

Introduction to Rural Valuation

- Center for Executive Development,

Texas A&M University (TAMU)

Research and Analysis in Rural Valuation

- Center for Executive Development,

TAMU

Standards of Professional Practice

- American Society of Appraisers

(ASA)

Hotel/Motel Valuation

- Appraisal Institute

Specific Business Valuation Courses

Seminar, Principles of Business Valuation Techniques

- AIREA

Seminar, Contemporary Topics in Business Valuation

- ASA

Seminar, Business Valuation for Accountants

- Institute of Business Appraisers

Level I, Introduction to Business Valuation

- ASA



Level II, Business Valuation Methodology
Level III, Business Valuation Case Studies
Level IV, Advanced Business Valuation Topics

- ASA
- ASA
- ASA

Specific Machinery and Equipment Valuation Courses

Level I, Introduction to Machinery and Equipment Valuation - ASA

Professional Memberships

Accredited Senior Appraiser

- American Society of Appraisers (Real Property Urban)¹
- Appraisal Institute (#7624)
- Royal Institution of Chartered Surveyors (United Kingdom)
- Texas Department of Highways and Public Transportation
- General Services Administration – U.S. Federal Government
- Russian Society of Appraisers
- Russian Real Estate Society

MAI Member
Member (MRICS)

Approved Appraiser

Approved Appraiser

Honorary Member
Member

Professional Offices Held

Past Secretary Treasurer

- American Society of Appraisers, Capital City, Texas Chapter
- American Society of Appraisers, Capital City, Texas Chapter
- American Society of Appraisers, Capital City, Texas Chapter
- American Society of Appraisers
- American Society of Appraisers
- American Society of Appraisers

Past Vice-President

Past President

Past Chairman, International Real Property Committee
Chapter and Regional Seminar Committee
University Program Development Committee
International Development Committee Admissions
Committee

- Appraisal Institute, Austin, Texas Chapter

Member of Regional Professional Standards
through December 31,1997
Educational Offering Task Force
Examination Review Task Force

- Appraisal Institute
- The Appraisal Foundation
- The Appraisal Foundation

Teaching Experience

Instructor
(Real Property/Business Valuation)
Adjunct Instructor
Adjunct Instructor
Senior Real Property Instructor
Course Developer

- Austin Community College, Austin, TX
- St. Edwards University, Austin, TX
- New College, Austin, TX
- American Society of Appraisers
- American Society of Appraisers

¹ Not designated by the American Society of Appraisers in business or machinery/equipment valuation.



Approved Real Estate Instructor

- State of Florida

Provided training to the real estate consulting group of KPMG Peat Marwick, certified public accountants.

In January 1992, taught reportedly the first formal real estate appraisal course in Eastern Europe (Ljubljana, Slovenia), sponsored by the Agency for the Privatization of the Republic of Slovenia in conjunction with the World Bank.

In November 1993, taught the first World Bank sponsored real estate training program in St. Petersburg, Russia. The program was developed to assist in the privatization process of real property in Russia and the remainder of the CIS and was locally sponsored by the GKI which is the federal agency responsible for privatizing all businesses and real property in Russia.

In April 1995, taught the first World Bank sponsored real estate training program in Samarkand, Uzbekistan in Central Asia.

In August 1995, taught an advanced real property course in Mexico City which was sponsored by the American Society of Appraisers.

In April 1996, taught a business valuation seminar in Bukhara, Uzbekistan jointly sponsored by The World Bank and the Government of The Netherlands.

In May 1997, lectured at a business valuation privatization symposium in Nairobi, Kenya. The symposium was co-sponsored by The World Bank, the government of Kenya, and the government of Japan.

In November 2014, lectured on Advanced Highest and Best Use Analysis and Allocation of Intangible Business Interest for the Slovene Institute of Auditors in Ljubljana, Slovenia.

Publication

Mr. Hinton co-authored with Dr. Jack Friedman, "Real Estate Education in a New Democracy." **Real Estate Educators Association Journal** Spring 1994: 70-73.

Mr. Hinton has also served as technical reviewer for two real estate textbooks: **Income Property Appraisal** by Fisher and Martin and **Essentials of Real Estate Investment, 5th Edition** by Sirota.

Mr. Hinton recently authored "A Pragmatic Approach to Valuing Limited-Service Hotels" for the Appraisal Institute, Summer 2008 edition of **The Appraisal Journal**.



Certified General Real Estate Appraiser

Appraiser: **BYRON BEATY HINTON**

License #: **TX 1321611 G**

License Expires: **12/31/2023**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner



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

SUBJECT: Appointment(s) to the Library Advisory Board.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** September 28, 2023

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Three terms expire January 1, 2024. (Two of these positions are appointed by the City Council, and one position is appointed by the Friends of the Library).

The Friends of the Library have reappointed Jennifer Daschel as their representative.

Nine applications received for the two appointments by City Council: Bev Avery, Marnie Bethel, Ian Daugherty, Jill Drake, Heather Farmer, Adrienne Larson, Axel Peterson, Crystal Smith, Carol Wichman.

Interview Team: Place 3 Joe Herring and Place 4 Brenda Hughes.

Staff Liaison: Danielle Brigati

RECOMMENDED ACTION:

Appoint member(s).



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

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

AGENDA DATE OF: December 12, **DATE SUBMITTED:** September 26, 2023

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Three terms expire January 1, 2024.

Five applications received:

- John Bernhard (eligible for reappointment)
- Abram Bueche (eligible for reappointment)
- John Lovett
- Chad Portie
- Charles Swallow (eligible for reappointment)

Interview Team: Place 2 Jeff Harris and Place 4 Brenda Hughes.

Staff Liaison: Drew Paxton

RECOMMENDED ACTION:

Appoint member(s).



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

SUBJECT: Appointment(s) to the Recovery Community Coalition.

AGENDA DATE OF: December 12, **DATE SUBMITTED:** October 10, 2023

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Four terms expire December 31, 2023.

Four applications have been received: Randie Benno, Alan Peterson, Phil Taylor, and Dale Trees.

Interview Team is Councilmember Place 1 Roman Garcia and Councilmember Place 3 Joe Herring, Jr.

Staff liaison is Chief Eric Maloney.

RECOMMENDED ACTION:

Appoint member(s).