





## CITY COUNCIL MEETING AGENDA

**AUGUST 27, 2024 6:00 PM**

**CITY HALL, 701 MAIN STREET, KERRVILLE, TEXAS**



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

Citizens may view and hear City Council meetings on Spectrum Channel 2 or by live-stream via the City's website ([www.kerrvilletx.gov](http://www.kerrvilletx.gov)). City Council meetings are recorded and the recordings are posted on the City's website. Citizens wishing to speak during a meeting shall submit a completed "speaker request form" to the City Secretary before the item is introduced, but are encouraged to submit the form before the meeting begins. Each speaker is limited to four minutes.

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

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

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

Thank you for your participation!

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

**INVOCATION AND PLEDGE OF ALLEGIANCE:** Led by Councilmember Kent McKinney.

**1. ANNOUNCEMENTS OF COMMUNITY INTEREST:** Expressions of thanks, congratulations, or condolences; holiday schedules; honorary recognitions of city officials, employees, or other citizens; 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 Mothers Against Drunk Driving Annual DWI Enforcement Awards. (C McCall, Police Chief)

**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 Ordinance No. 2024-19, second reading. An Ordinance creating a "Planned Development District" (Zoning) to authorize Medium Density Residential District uses and Short-Term Rental units; consisting of Comanche Trace Phase 13, Block D, Lots 1 through 6, and more commonly known as 3001, 3003, 3005, 3007, 3009, and 3011 Club House Road; and Comanche Trace Phase 18, Lots 7 through 28, and more commonly known as 4528 Comanche Trace Drive, Units 7 through 28; adopting a concept plan and conditions; and providing other matters relating to the subject. (D Paxton, Director of Planning & Development) (PASSED UNANIMOUSLY ON 1ST READING)

Attachments: [20240827\\_Ord 2024-19 PDD Comanche Trace STRs 2reading.pdf](20240827_Ord 2024-19 PDD Comanche Trace STRs 2reading.pdf)  
[20240827\\_Letter Cody\\_in favor.pdf](20240827_Letter Cody_in favor.pdf)

4.B Ordinance No. 2024-20, second reading. An Ordinance amending Ordinance Nos. 2019-14 and 2021-25 which created and then amended a Planned Development District on an approximate 58.74 acre tract of land out of the Joseph S. Anderson Survey No. 141, Abstract No. 2, and the J.S. Sayder Survey No. 142, Abstract No. 290; generally located north of and in the 1000 to 1200 block of Thompson Drive (Spur 98); this amendment to revise the previously adopted Land Use Table; and providing other matters relating to the subject. (*D Paxton, Director of Planning & Development*) (*PASSED UNANIMOUSLY ON 1ST READING*)

Attachments: [20240827\\_Ord 2024-20 PDD-Landing Thompson Dr 2rdg.pdf](#)  
[20240813\\_Letter opposed\\_Johnson.pdf](#)

 4.C Ordinance No. 2024-22, second reading. An Ordinance amending Chapter 2, "Administration", Article IV "Boards and Commissions", Section 2-91 "Senior Services Advisory Committee" of the Code of Ordinances of the City of Kerrville, Texas; by revising the meeting schedule; and providing other matters relating to this subject. (*K Meismer, Assistant City Manager*) (*PASSED UNANIMOUSLY ON 1ST READING*)

Attachment: [20240827\\_Ord 2024-22 SSAC revised meeting schedule 2nd.pdf](#)

4.D Tower Lease Agreement between Advantage Towers, LLC and the City of Kerrville, Texas.  
(*Chris McCall, Police Chief*)

Attachment: [20240827\\_Tower Lease\\_Advantage Towers\\_telecom equip.pdf](#)

 4.E Construction Agreement with Bennett Paving, Inc. for the 2024 Street Maintenance Project in the amount of \$1,125,015.00. (*K Burow, Director of Engineering*)

Attachments: [20240827\\_Contract Bennett Paving\\_2024 Roads.pdf](#)  
[20240827\\_Bids\\_2024 Street Maintenance\\_Bid\\_Summary.pdf](#)  
[20240827\\_Letter\\_2024 Street Maintenance\\_Recommendation Letter.pdf](#)  
[20240827\\_Map\\_2024 Street Maintenance.pdf](#)

 4.F Non-exclusive License Agreement between City of Kerrville and Hill Country United Soccer Club for use of the Kerrville Sports Complex. (*A Boyle, Director of Parks & Recreation*)

Attachment: [20240827\\_Contract renewal HCUSC for Kerrville Sport Complex.pdf](#)

4.G City Council workshop minutes August 13, 2024. (*S McElhannon, City Secretary*)

Attachment: [20240827\\_Minutes CC workshop 8-13-24.pdf](#)

4.H City Council meeting minutes August 13, 2024. (*S McElhannon, City Secretary*)

Attachment: [20240827\\_Minutes CC meeting 8-13-24.pdf](#)

**END OF CONSENT AGENDA.**

**5. CONSIDERATION AND POSSIBLE ACTION:**

5.A Resolution No. 36-2024. A Resolution providing for the City's approval or disapproval of the Kerr Central Appraisal District's Fiscal Year 2025 budget. (*J Behrens, Director of Finance*)

Attachments: [20240827\\_Reso 36-2024 KCAD BUDGET 2025.pdf](#)  
[KCAD 2025 Proposed Budget.pdf](#)

5.B Proposed amendment(s) to Ordinance No. 2024-10, which authorized the vacation, abandonment, and closure of a segment of a public right-of-way known as Knapp Road. (*Presented by Thompson Partners, LLC, Applicant*)

Attachments: [20240827\\_Map Exhibit\\_KnappRdAbandonment.pdf](#)  
[20240827\\_Proposed Replat The Landing 20240605.pdf](#)

 5.C Designation of Rights in Artwork Murals (Agreements) for "Birds and Blossoms", "River Reflections", and "Life Beneath the Surface" between the City of Kerrville, Texas and DAAS, the artist. (*A Boyle, Director of Parks & Recreation*)

Attachments: [20240827\\_Contract\\_Artist DAAS Birds and Blossoms.pdf](#)  
[20240827\\_Contract\\_Artist DAAS River Reflections.pdf](#)  
[20240827\\_Contract\\_Artist DAAS LifeBeneathSurface.pdf](#)  
[20240827\\_Community Arts Program\\_CCworkshop.pdf](#)

**6. INFORMATION & DISCUSSION:**

6.A Financial report for month-ended July 31, 2024. (*J Behrens, Director of Finance*)  
Attachment: [20240827\\_Presentation\\_Finance\\_July\\_2024.pdf](20240827_Presentation_Finance_July_2024.pdf)

**7. BOARD APPOINTMENTS:**

7.A Appointment to the Building Board of Adjustment and Appeals. (*Item eligible for Executive Session 551.074*) (*S McElhannon, City Secretary*)

K  
KERRVILLE  
2050

7.B Appointment of member(s) to the Main Street Advisory Board. (*S McElhannon, City Secretary*)

**8. EXECUTIVE SESSION: *City Council may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above if the item meets the qualifications of Chapter 551 of the Texas Government Code. City Council also reserves the right to meet in executive session on the following issue(s):***

8.A Appointment to the Building Board of Adjustment and Appeals. (551.074, personnel/officers). (*S McElhannon, City Secretary*)

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

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

**ADJOURN.**

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

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**SUBJECT:** Mothers Against Drunk Driving Annual DWI Enforcement Awards. (C McCall, Police Chief)

**AGENDA DATE OF:** August 27, 2024      **DATE SUBMITTED:** August 12, 2024

**SUBMITTED BY:** Chris McCall, Police Chief

**EXHIBITS:**

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

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

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**Kerrville 2050 Item?** No

**Key Priority Area** N/A

**Guiding Principle** N/A

**Action Item** N/A

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**SUMMARY STATEMENT:**

The following officers will be recognized and presented awards by MADD Representative Stacey Esquivel for their efforts involving DWI enforcement:

Officer Cole Daggett; Distinguished Enforcement Hero Award

FTO Tyler Cottonware; Outstanding Service Award

Officer John-Luis Rodriguez; Outstanding Service Award

Officer Andrew Sandoval; Outstanding Service Award

Officer Andrue Gillham; Outstanding Service Award

Officer Ryan Casey; Outstanding Service Award

Officer Brianna Henson; Outstanding Rookie Award

**RECOMMENDED ACTION:**

No action, presentation only.



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

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**SUBJECT:** Ordinance No. 2024-19, second reading. An Ordinance creating a "Planned Development District" (Zoning) to authorize Medium Density Residential District uses and Short-Term Rental units; consisting of Comanche Trace Phase 13, Block D, Lots 1 through 6, and more commonly known as 3001, 3003, 3005, 3007, 3009, and 3011 Club House Road; and Comanche Trace Phase 18, Lots 7 through 28, and more commonly known as 4528 Comanche Trace Drive, Units 7 through 28; adopting a concept plan and conditions; and providing other matters relating to the subject. (*D Paxton, Director of Planning & Development*) (*PASSED UNANIMOUSLY ON 1ST READING*)

**AGENDA DATE OF:** August 27, 2024      **DATE SUBMITTED:** August 15, 2024

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

**EXHIBITS:**

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

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

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**Kerrville 2050 Item?** No

**Key Priority Area** N/A

**Guiding Principle** N/A

**Action Item** N/A

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**SUMMARY STATEMENT:**

**Proposal:** An ordinance to change the zoning from R-2 Medium Density Residential to a Planned Development District (PDD), that will retain all zoning requirements related to R-2 Medium Density Residential with the addition of Short Term Rentals being permitted within the PDD area on Comanche Trace Phase 13, Block D, Lots 1 through 6; more commonly known as 3001, 3003, 3005, 3007, 3009, and 3011 Club House Road, Kerrville, Texas; and on Comanche Trace Phase 18, Lots 7 through 28; more commonly known as 4528 Comanche Trace Drive, Units 7 through 28, Kerrville, Texas. (Case PZ-2024-16)

The applicant requests a zoning change from R-2 Medium Density Residential to a Planned Development District (PDD). The PDD will allow a combination of uses not normally allowed in R-2. The addition of Short Term Rentals (STR's) within the specific areas of the development fit within the construct of the overall development. All homeowners within these

specific areas have all signed affidavits agreeing to the PDD. All R-2 zoning regulations will remain in full effect with only an allowance for STR's being granted through approval of this PDD. If approved, each property will need to obtain an annual license to operate an STR, as well as pay the appropriate Hotel Occupancy Tax (HOT) associated with each STR.

**Procedural Requirements:** The City, in accordance with state law, mailed 17 letters on 6/18/2024 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 6/11/2024. In addition, a public hearing notification sign was posted on the property frontage on 6/19/24. At the time of drafting this agenda bill, no public comments had been received.

### **Staff Analysis and Recommendation**

**Consistency with the Kerrville 2050 Comprehensive Plan:** Comanche Trace is primarily designated as Estate Residential and Preservation Residential within the K2050 Comprehensive Plan. As such, the request to rezone the property from R-2 to a PDD that preserves the R-2 zoning and allows for STR's is consistent with the K2050 Plan.

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

Subject Property

Current Zoning: R-2 Medium Density Residential

Existing Land Uses: Single-Family Residences

*Direction: North*

Current Zoning: PDD for Single-Family Residential

Existing Land Uses: Single-Family Residences

*Direction: South*

Current Zoning: R-1 Single-Family and R-2 Medium Density Residential

Existing Land Uses: Single-Family Residences

*Direction: West*

Current Zoning: PDD for Single-Family and R-2 Medium Density Residential

Existing Land Uses: Single-Family Residences

*Direction: East*

Current Zoning: PDD for Single-Family and R-2 Medium Density Residential

Existing Land Uses: Single-Family Residences

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

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

**Parking:** Parking will comply with current off-street parking requirements and any additional parking requirements as provided during the STR licensing process.

**Recommendation:** Based on consistency with the Kerrville 2050 Plan, agreement from all affected property owners to allow the Short Term Rentals, and agreement from all property owners to comply with STR licensing and Hotel Occupancy Tax payment requirements, staff recommends the case for approval.

The Planning and Zoning Commission recommended the case for approval with a unanimous vote.

On August 13, 2024, City Council unanimously approved Ordinance No. 2024-19 on first reading.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2024-19 on second reading.

**ATTACHMENTS:**

[\*20240827\\_Ord 2024-19 PDD Comanche Trace STRs 2reading.pdf\*](#)

[\*20240827\\_Letter Cody\\_in favor.pdf\*](#)

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

**AN ORDINANCE CREATING A “PLANNED DEVELOPMENT DISTRICT” (ZONING) TO AUTHORIZE MEDIUM DENSITY RESIDENTIAL DISTRICT USES AND SHORT-TERM RENTAL UNITS; CONSISTING OF COMANCHE TRACE PHASE 13, BLOCK D, LOTS 1 THROUGH 6, AND MORE COMMONLY KNOWN AS 3001, 3003, 3005, 3007, 3009, AND 3011 CLUB HOUSE ROAD; AND COMANCHE TRACE PHASE 18, LOTS 7 THROUGH 28, AND MORE COMMONLY KNOWN AS 4528 COMANCHE TRACE DRIVE, UNITS 7 THROUGH 28; ADOPTING A CONCEPT PLAN AND CONDITIONS; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT**

**WHEREAS**, the Planning and Zoning Commission of the City of Kerrville, Texas and City Council, in compliance with the laws of the State of Texas and the ordinances of the City 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 City’s Zoning Code and Zoning Map 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.** The property described as follows is removed from a Medium Density Residential Zoning District (R-2) and placed within a newly created Planned Development District (“PDD”) for development and use as provided herein:

**Comanche Trace Phase 13, Block D, Lots 1 through 6; more commonly known as 3001, 3003, 3005, 3007, 3009, and 3011 Club House Road, Kerrville, Texas; and Comanche Trace Phase 18, Lots 7 through 28; more commonly known as 4528 Comanche Trace Drive, Units 7 through 28, Kerrville, Texas; and as depicted in Exhibit A (the Property).**

**SECTION TWO.** The Property may be developed and used but only in accordance with the following conditions:

**A. Permitted Uses:** The following uses are permitted within the PDD subject to the conditions provided herein and the applicable regulations for each use as provided within the Zoning Code:

**1) Medium Density Residential Zoning District (R-2)** – all permitted and conditional uses as allowed within a Medium Density Residential Zoning District (R-2) as provided within the Zoning Code.

**2) Short-Term Rental Units** – short-term rental units as provided within the Zoning Code and subject to Chapter 80, City's Code of Ordinances.

**B. Prohibited Uses:** Any use not specifically allowed is expressly prohibited.

**C. Concept Plan:** The development and use of the Property shall be substantially in accordance with a Concept Plan.

**D. Setbacks:** Setbacks are required in compliance with the City's Zoning Code (Ch. 60, City's Code of Ordinances) (Zoning Code) and the regulations applicable to residential zoning districts.

**E. Parking:** Parking is required in compliance with the Zoning Code and the regulations applicable to residential zoning districts and short-term rental uses.

**SECTION THREE.** 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 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 of Kerrville 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 hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION 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, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

**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.

August PASSED AND APPROVED ON FIRST READING, this the 13 day of \_\_\_\_\_, A.D., 2024.

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

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Joe Herring Jr., Mayor

APPROVED AS TO FORM:

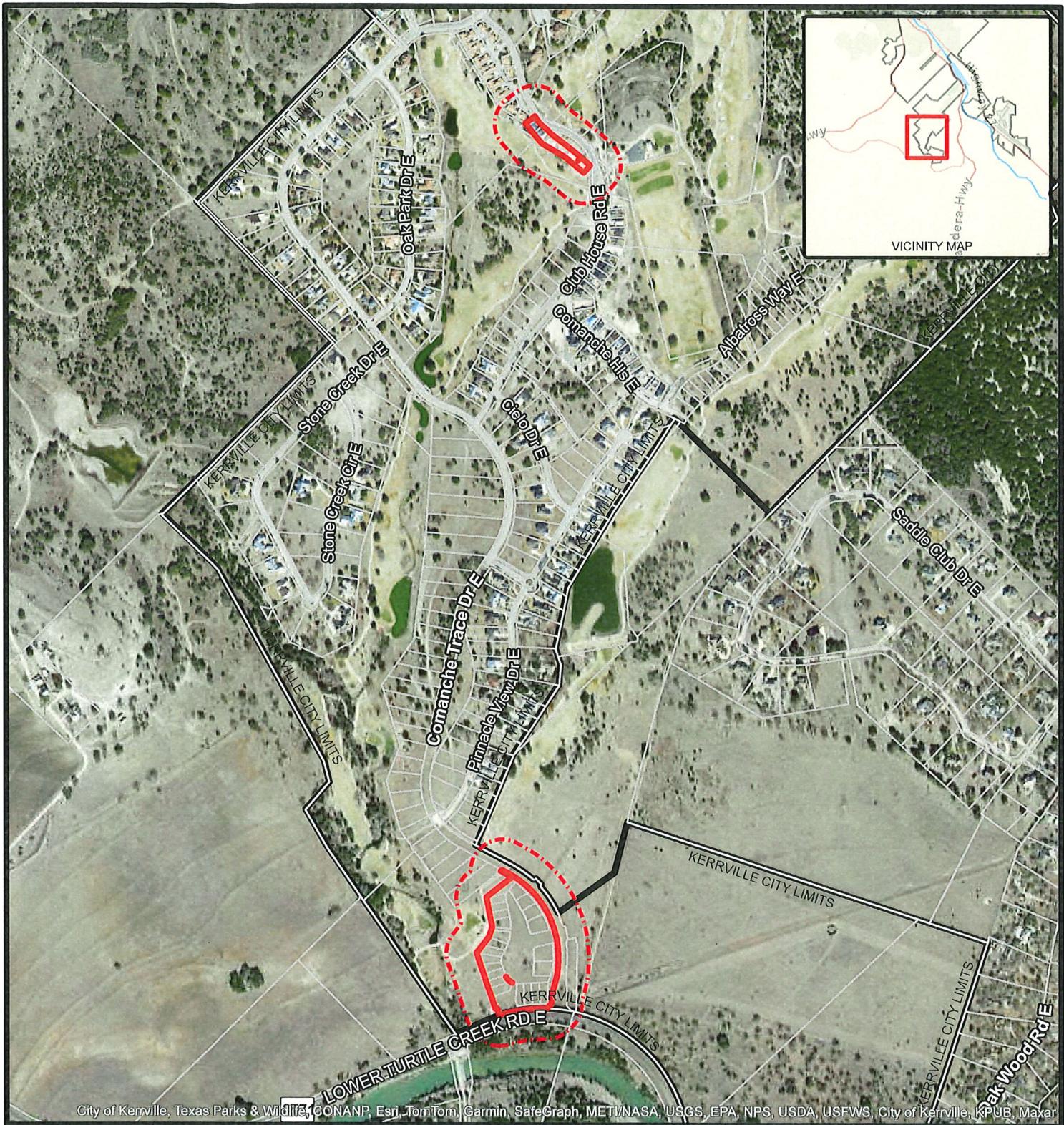


Michael C. Hayes, City Attorney

ATTEST:

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Shelley McElhannon, City Secretary



City of Kerrville, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, USFWS, City of Kerrville, KPUB, Maxar

## Location Map

Case # PZ-2024-16

### Location:

3001 Club House Rd E; 3003 Club House Rd E; 3005 Club House Rd E; 3007 Club House Rd E; 3009 Club House Rd E; 3011 Club House Rd E; 4528 Comanche Trace Dr E, Units 7 through 28.

### Legend

- Subject Properties
- 200 Feet Notification Area



0 500 1,000

Scale In Feet

06/10/2024

**From:** [Stacy Cody](#)  
**To:** [Planning Division](#)  
**Subject:** [EXTERNAL] Case PZ 2024-16  
**Date:** Monday, July 1, 2024 11:15:13 AM

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Kellie and I are in favor of changes. We reside at 3009 Club House Rd. Thank you.

Significance,

Stacy Cody



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

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**SUBJECT:**

Ordinance No. 2024-20, second reading. An Ordinance amending Ordinance Nos. 2019-14 and 2021-25 which created and then amended a Planned Development District on an approximate 58.74 acre tract of land out of the Joseph S. Anderson Survey No. 141, Abstract No. 2, and the J.S. Sayder Survey No. 142, Abstract No. 290; generally located north of and in the 1000 to 1200 block of Thompson Drive (Spur 98); this amendment to revise the previously adopted Land Use Table; and providing other matters relating to the subject. (*D Paxton, Director of Planning & Development*) (*PASSED UNANIMOUSLY ON 1ST READING*)

**AGENDA DATE OF:** August 27, 2024      **DATE SUBMITTED:** August 16, 2024

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

**EXHIBITS:**

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

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

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**Kerrville 2050 Item?** No

**Key Priority Area** N/A

**Guiding Principle** N/A

**Action Item** N/A

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**SUMMARY STATEMENT:**

**Proposal:** An ordinance to amend the zoning and land use table for a Planned Development District, Ordinance 2021-25, located on a 58.74 acre tract of land; more commonly known as Lots 1-15 and Lots 900-904, The Landing Subdivision; and generally located in the 1000 to 1200 block of Thompson Drive (Spur 98), Kerrville, Texas. (Case PZ-2024-17)

The applicant is proposing to amend/update the Land Use Table and zoning for the existing Planned Development District, approved as Ordinance 2021-25, and originally approved in 2019 as Ordinance 2019-4. The amendment is being requested so that the PDD Land Use Table and zoning become consistent with a recently approved replat of The Landing Subdivision. The new Land Use Table includes a similar mix of uses from the previous table and also updates the table to be consistent with current zoning designations. Additional lots have also been added to the table for clarity of intended use.

**Procedural Requirements:** The City, in accordance with state law, mailed 15 letters on 6/18/2024 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 6/11/2024. In addition, a public hearing notification sign was posted on the property frontage on 6/19/24. At the time of drafting this agenda bill, no public comments had been received.

### **Staff Analysis and Recommendation**

**Consistency with the Kerrville 2050 Comprehensive Plan:** The property is located in Strategic Catalyst Area 3. The vision for this area is one that facilitates the creation of mixed-use, riverfront developments along its key corridor, Thompson Drive. Development should be oriented towards the River and engaged with adjacent businesses and structures. Entertainment/Mixed-Use and some Transitional Residential place types are appropriate around the lake.

The expanded land use table for the PD includes more options for mixed use by adding townhomes to several areas within the development and clarifying the intended use of greenbelts and parks.

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

Subject Property

Current Zoning: PD 21-25

Existing Land Uses: Multifamily residential, office building and commercial

*Direction: North*

Current Zoning: C-2 (across the Guadalupe River)

Existing Land Uses: Various commercial uses

*Direction: South*

Current Zoning: Outside the City Limits

Existing Land Uses: Single-family estate lots

*Direction: East*

Current Zoning: Mixed Use

Existing Land Uses: Vacant property

*Direction: West*

Current Zoning: Outside the City Limits

Existing Land Uses: Single-family estate lots

**Thoroughfare Plan:** This development has multiple access points to Thompson Drive, a secondary arterial.

**Traffic Impact:** To be determined based on each development project.

**Parking:** To be determined based on each development project.

**Recommendation:** Approve the ordinance including the updated Land Use Table. All other conditions from the previous PD Ordinance 2021-25 shall apply.

The Planning and Zoning Commission recommended the case for approval with a unanimous vote.

On August 13, 2024, City Council unanimously approved Ordinance No. 2024-20 on first reading.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2024-20 on second reading.

**ATTACHMENTS:**

[\*20240827\\_Ord 2024-20 PDD-Landing Thompson Dr 2rdg.pdf\*](#)

[\*20240813\\_Letter opposed\\_Johnson.pdf\*](#)

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2024-20**

**AN ORDINANCE AMENDING ORDINANCE NOS. 2019-14 AND 2021-25 WHICH CREATED AND THEN AMENDED A PLANNED DEVELOPMENT DISTRICT ON AN APPROXIMATE 58.74 ACRE TRACT OF LAND OUT OF THE JOSEPH S. ANDERSON SURVEY NO. 141, ABSTRACT NO. 2, AND THE J.S. SAYDER SURVEY NO. 142, ABSTRACT NO. 290; GENERALLY LOCATED NORTH OF AND IN THE 1000 TO 1200 BLOCK OF THOMPSON DRIVE (SPUR 98); THIS AMENDMENT TO REVISE THE PREVIOUSLY ADOPTED LAND USE TABLE; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT**

**WHEREAS**, on July 9, 2019, City Council approved Ordinance No. 2019-14 to create a Planned Development (Zoning) District (PDD) on an approximate 58.74 acre tract of land out of the Joseph S. Anderson Survey Number 141, Abstract No. 2, and the J.S. Sayder Survey No. 142, Abstract No. 290, generally located north of and in the 1000 to 1200 block of Thompson Drive (the Property), to allow for a mixed use development, such development subject to a concept plan and land use table pursuant to the PDD; and

**WHEREAS**, on September 28, 2021, City Council, through the adoption of Ordinance No. 2021-25, approved amendments to the PDD, which updated the PDD's concept plan and land use table; and

**WHEREAS**, the owner of the Property seeks to amend the PDD by revising the land use table to in part, align it with a recent replat of the Property; 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.** The PDD adopted by Ordinance No. 2019-14 and then amended by Ordinance No. 2021-25 is amended as follows:

**Land Use Table:** the uses permitted for the PDD are as specified on the land use table for the Property, which is included as part of the Master

Plan, attached as **Exhibit A**, and titled “*The Landing: Land Use Summary*”.

**SECTION TWO.** Except as amended by this Ordinance, the provisions of Ordinance Nos. 2019-14 and 2021-25 remain in full force and effect.

**SECTION THREE.** 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 FOUR.** If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. 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 FIVE.** 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.

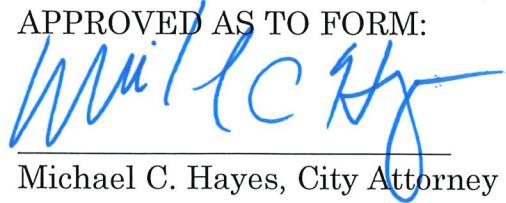
**SECTION SIX.** In accordance with Section 3.07 of the City Charter and Texas Local Government Code §52.013(a), the City Secretary is hereby authorized and directed to publish the descriptive caption of this Ordinance in the manner and for the length of time prescribed by the law as an alternative method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

**SECTION SEVEN.** 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.

August PASSED AND APPROVED ON FIRST READING, this the 13 day of \_\_\_\_\_, A.D., 2024.

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

APPROVED AS TO FORM:

A blue ink signature of Michael C. Hayes, consisting of stylized, flowing letters.

Michael C. Hayes, City Attorney

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Joe Herring Jr., Mayor

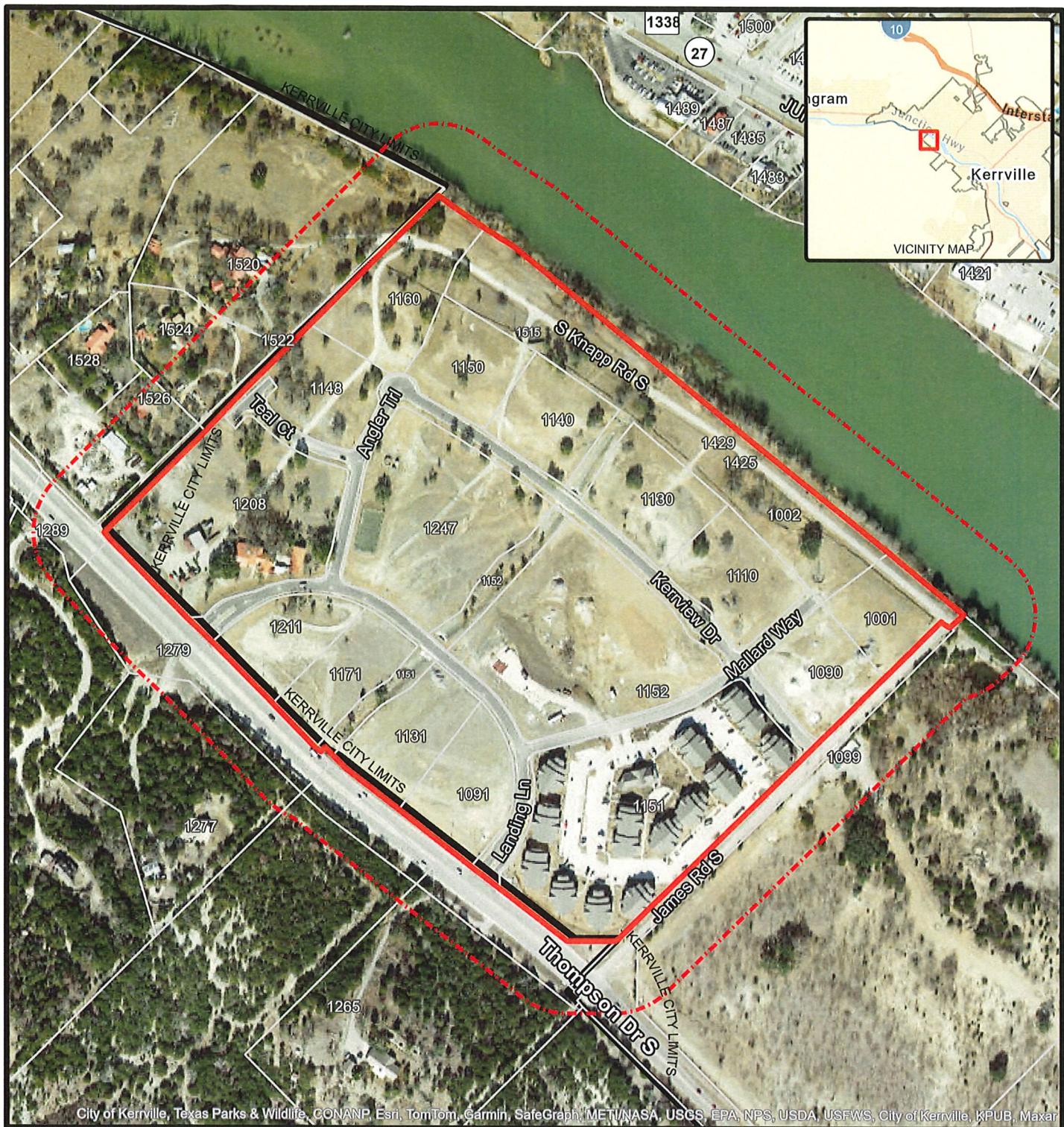
ATTEST:

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Shelley McElhannon, City Secretary

Land Use Table

Lot	Previous Land Use	Land Use
1	Retail Trade 2	C3
2	Retail Trade 2	C3
3	Retail Trade 2	C3
4	Retail Trade 2	C3
5	Retail Trade 2 or custom manu.	C3
6	R3	R3
7	R3	R3
8	Prof. office or restaurant, general	C3
9	Prof. office or restaurant, general	C3
10R	Prof. office or restaurant, general	C3
11R	Prof. office or restaurant, general	C3
12	Prof. office or restaurant, general	C3
13R	Prof. office	Prof. Office or R3 (incl. townhomes)
14	Prof. Office or R3 (incl. townhomes)	Prof. Office or R3 (incl. townhomes)
15	Prof. Office or R3 (incl. townhomes)	Prof. Office or R3 (incl. townhomes)
900	Greenbelt 1	Greenbelt 1
901	Greenbelt 2	Greenbelt 2
902R	Private Park	PI
903	Public Park	Public Park
904	N/A	Greenbelt 3



## Location Map

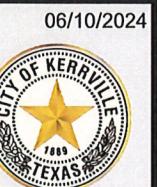
Case # PZ-2024-17

### Location:

1001 Mallard Way; 1002 Mallard Way; 1090 Kerrview Dr; 1091 Landing Ln; 1110 Kerrview Dr; 1130 Kerrview Dr; 1131 Landing Ln; 1140 Kerrview Dr; 1148 Angler Trl; 1150 Kerrview Dr; 1151 Landing Ln; 1151 Mallard Way; 1152 Landing Ln; 1152 Mallard Way; 1160 Kerrview Dr; 1171 Landing Ln; 1208 Landing Ln; 1211 Landing Ln; 1247 Angler Trl; 1248 Angler Trl; 1425 S Knapp Rd S; 1429 S Knapp Rd S; 1515 S Knapp Rd S

### Legend

- Subject Properties
- 200 Feet Notification Area

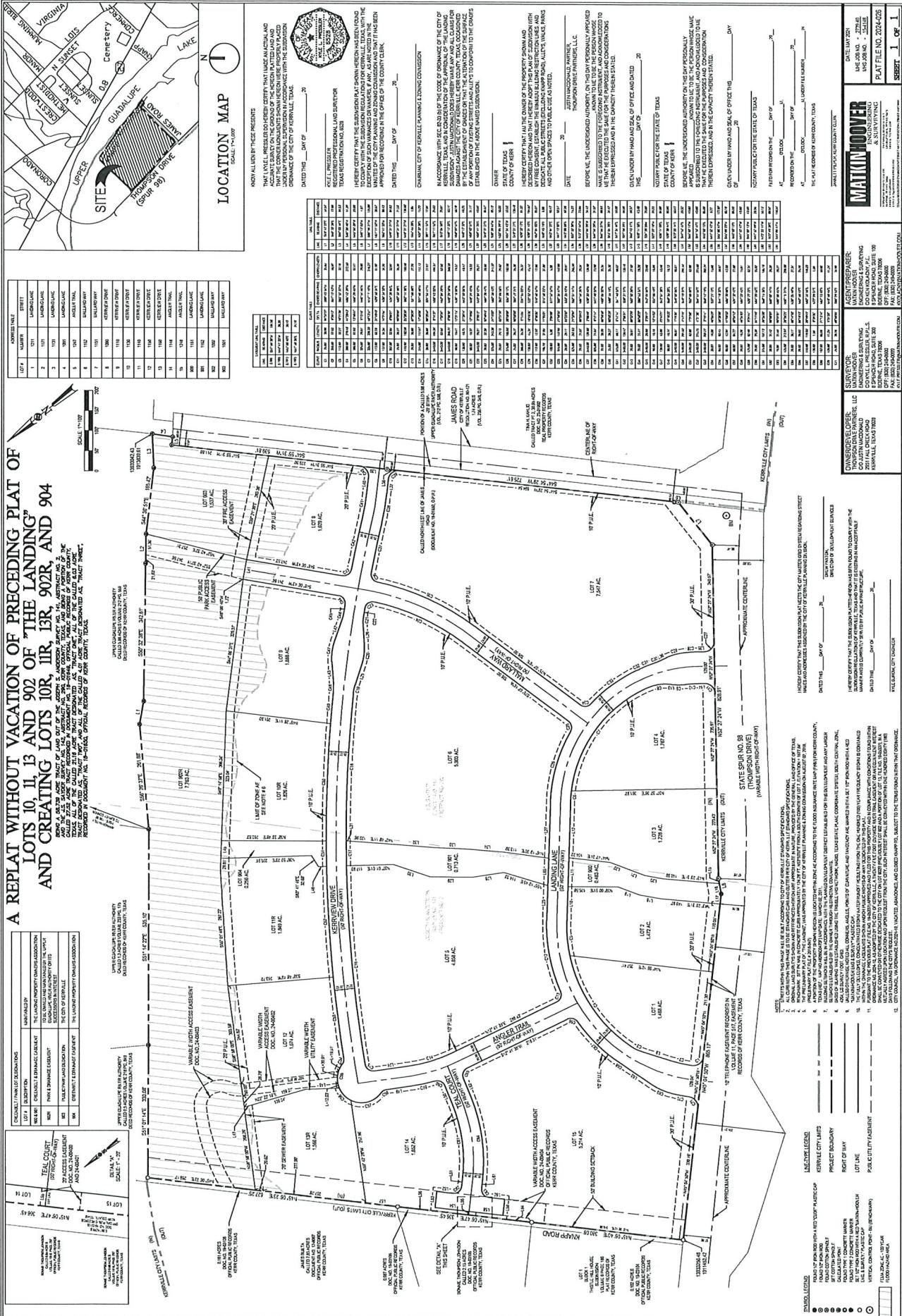


06/10/2024

0 125 250 500

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.



**From:** [J.E. Johnson](#)  
**To:** Planning Division  
**Subject:** [EXTERNAL] Case PZ-2024-17  
**Date:** Friday, June 28, 2024 10:48:39 AM

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Dear Sirs,

In regards to the July 2, 2024 Planning and Zoning meeting considering an ordinance to amend the zoning of 'The Landing' subdivision I would like the opportunity to express a concern and point out an error in the map of the new proposed plat.

My address is 1524 S Knapp Rd. I have NO property in the city limits. The proposed plat is showing a strip of land on my property that is in the city limits. This is an error.

The strip in question is a utility easement and has been on the private property side of the eight foot chain link fence that borders 'The Landing'. This strip of land was of no use to the developer and as an incentive to the private property owners to not oppose the annexation of 'The Landing' development it was deeded over to the private property owners. These owners are Bonnie Johnson, Susan Cory, and Debi Neilson.

These original deeds incorrectly stated this strip was in the city limits. These deeds were corrected to state the strips are NOT in the city limits and the correction is filed at the court house. The map being represented for proposed plat change shows the erroneous inclusion of this strip in the city of Kerrville, which it is not.

I will not be available to attend in person the July 2, 2024 Planning and Zoning meeting. I request that this written notice of OPPOSITION to the Plat "be submitted as a party of record" and read allowed.

Please feel free to contact me

Best Regards,  
Bonnie Johnson  
1524 S Knapp Rd  
Kerrville, TX 78028

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Sent from iPad Pro  
Bonnie Johnson  
RSMC, Inc.  
Kerr County, Texas



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

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**SUBJECT:** Ordinance No. 2024-22, second reading. An Ordinance amending Chapter 2, "Administration", Article IV "Boards and Commissions", Section 2-91 "Senior Services Advisory Committee" of the Code of Ordinances of the City of Kerrville, Texas; by revising the meeting schedule; and providing other matters relating to this subject. (*K Meismer, Assistant City Manager*) (*PASSED UNANIMOUSLY ON 1ST READING*)

**AGENDA DATE OF:** August 27, 2024      **DATE SUBMITTED:** July 29, 2024

**SUBMITTED BY:** Kim Meismer, Assistant City Manager

**EXHIBITS:**

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

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

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**Kerrville 2050 Item?** Yes

**Key Priority Area** C - Community / Neighborhood Character and Place Making

**Guiding Principle** N/A

**Action Item** C1.6 - Provide service options for elderly persons who want to stay in their homes

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**SUMMARY STATEMENT:**

The Senior Services Advisory Committee (SSAC) was established by Ordinance No. 2018-32 to be an advisory board of 13 members. Ordinance No. 2019-05 increased the membership from 13 members to 16 members. Ordinance No. 2020-02 reduced the membership from 16 members to 14 members due to a lack of quorum for three of seven meetings during 2019.

Due to the pandemic, no meetings were held from April 2020 - February 2021. Meetings resumed in March 2021. Of the seven scheduled meetings in 2021, we had to cancel two due to a lack of quorum. In addition, we had three resignations. On 09/30/2021, five membership terms expired and only three have re-applied. This left a total of five vacancies. In 2021, the Council approved Ordinance No. 2021-26 reducing the membership from 14 members to nine members.

The SSAC projects include a senior dance in December, consideration of a community service project, application for an AARP Grant, and maintaining the Senior Services Resource Guide. These are the items that are on the SSAC agenda monthly. Some meetings, items are skipped as there is no update. The SSAC believes that meeting

monthly is not necessary.

At the July 25, 2024 meeting, the SSAC recommended, by a unanimous vote, to request City Council change the frequency of the SSAC meetings from monthly to quarterly.

On August 13, 2024, City Council unanimously approved Ordinance No. 2024-22 on first reading.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2024-22 on second reading.

**ATTACHMENTS:**

[\*20240827\\_Ord 2024-22 SSAC revised meeting schedule 2nd.pdf\*](#)

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2024-22**

**AN ORDINANCE AMENDING CHAPTER 2,  
“ADMINISTRATION,” ARTICLE IV “BOARDS AND  
COMMISSIONS”, SECTION 2-91 “SENIOR  
SERVICES ADVISORY COMMITTEE” OF THE  
CODE OF ORDINANCES OF THE CITY OF  
KERRVILLE, TEXAS; BY REVISING THE MEETING  
SCHEDULE; AND PROVIDING OTHER MATTERS  
RELATING TO THIS SUBJECT**

**WHEREAS**, City Council, by adoption of Ordinance No. 2018-32, created the Senior Services Advisory Committee (Committee) whose purpose is to advise Council on elderly issues within the community; and

**WHEREAS**, City Council, based upon recommendations from the Committee and staff, believes it beneficial to revise the meeting schedule of the Committee; and

**WHEREAS**, City Council finds it to be in the public interest to amend Chapter 2, Article IV, Section 2-91 of the Code of Ordinances of the City of Kerrville as provided herein;

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

**SECTION ONE.** Chapter 2 “Administration,” Article IV “Boards and Commissions” of the Code of Ordinance of the City of Kerrville, Texas, is amended by revising Section 2-91, subsection (a)(4), to add the language that is underlined (added) and delete the language that is stricken (~~deleted~~) as follows:

**“Sec. 2-91. – Senior Services Advisory Committee.**

**(a) *Creation of Senior Services Advisory Committee; terms; membership; meetings.***

- (1) There is hereby created the Senior Services Advisory Committee of the City (“Committee”), which shall be an advisory body of 9 members appointed by City Council. The mayor shall appoint the chair and vice-chair from among the appointments made by Council, but only following the appointment of the initial Committee. Thereafter, each Committee shall select the chair and vice-chair from among its members.
- (2) All members shall serve until their successors are appointed and qualified, but regardless, each term will exist as a two-year term beginning October 1 through September 30 two years hence.

(3) Members must be at least 55 years of age or have relative experience in providing services to seniors, should be persons who are concerned about senior affairs in the community, and must reside within the city.

(4) The committee shall be scheduled to meet at least once each ~~month~~ quarter and may hold additional meetings at the call of the chair."

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

**SECTION THREE.** 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, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

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

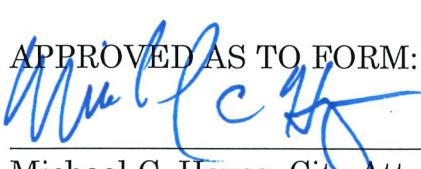
PASSED AND APPROVED ON FIRST READING, this the 13 day of August, A.D., 2024.

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

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Joe Herring Jr., Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

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Shelley McElhannon, City Secretary



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

---

**SUBJECT:** Tower Lease Agreement between Advantage Towers, LLC and the City of Kerrville, Texas. (*Chris McCall, Police Chief*)

**AGENDA DATE OF:** August 27, 2024      **DATE SUBMITTED:** August 15, 2024

**SUBMITTED BY:** Chris McCall, Police Chief

**EXHIBITS:**

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

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

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**Kerrville 2050 Item?** No

**Key Priority Area**      N/A  
**Guiding Principle**      N/A  
**Action Item**      N/A

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**SUMMARY STATEMENT:**

This is an update to an existing lease for radio tower space on two radio towers to accommodate public safety radio transmission equipment. This contract will allow for existing equipment to remain in place and operational that is pertinent to public safety communication. The lease costs are 1011.31 per month. The initial lease commences on October 1, 2024 and will run until September 30, 2025, with four subsequent one year term extensions possible.

**RECOMMENDED ACTION:**

Authorize the City Manager to execute a lease contract with Advantage Towers.

**ATTACHMENTS:**

[20240827\\_Tower Lease\\_Advantage Towers\\_telecom equip.pdf](20240827_Tower Lease_Advantage Towers_telecom equip.pdf)

**TOWER LEASE AGREEMENT BETWEEN  
ADVANTAGE TOWERS, LLC  
AND THE CITY OF KERRVILLE, TEXAS**

ADVANTAGE TOWERS, LLC ("Lessor") and THE CITY OF KERRVILLE, TEXAS ("Lessee"), in consideration of the mutual covenants herein contained, agree as follows:

**I. LEASED PREMISES**

Pursuant to a previous agreement between the parties, Lessor granted permission to Lessee to install communication equipment on Lessor's property and upon Lessor's communications towers located thereon. Pursuant to this Tower Lease Agreement ("Lease"), Lessor grants ongoing permission to Lessee to continue to maintain the following equipment and antenna systems at Lessee's risk and expense on Lessor's communications towers specified below:

**A. Smokey Mountain Drive Tower:** Rohn type 45 steel galvanized triangular guyed tower with 18" face and located at polar coordinates 30°02'37"N, 99°07' 17"W with height (AGL) of 249 feet, and which is located on Smokey Mountain Drive, within Kerrville, Texas. Lessee may continue to maintain the following previously installed equipment:

1. Four (4) four-bay antenna systems, specifically one (1) at approximately the 130' level and three (3) at approximately the 249' level; and
2. Four (4) base stations (standard sized cabinets), which are presently located within Lessor's transmitter housing building near the base of the tower and with 110v AC single phase power furnished by Lessor for Lessee's electronic equipment.

**B. Cherry Ridge Tower:** Rohn type 4W steel galvanized triangular guyed tower with 26" face and located at polar coordinates 30°06'08"N, 99°04'40"W with height (AGL) of 200 feet, and which is located on Cherry Ridge, two miles north of Interstate Highway 10, Kerrville, Texas. Lessee may continue to maintain the following previously installed equipment:

1. Two (2) four bay antenna systems, specifically one (1) installed at approximately the 200' level and one (1) at approximately the 180' level; and

2. Two (2) base stations (standard sized cabinets) to be installed by Lessee within Lessor's transmitter housing building near the base of the tower at a location in the building designated by Lessor and with 110v AC single phase power furnished by Lessor for Lessee's electronic equipment.

## II. LEASE TERM

**A. Initial Lease Term:** This Lease commences on October 1, 2024, and terminating as of September 30, 2025.

**B. Lease Term Extension:** The initial lease term as set forth in Paragraph II.A, above, will automatically extend for four (4) subsequent one-year terms ("Extension Term"). Each Extension Term will begin on October 1 and terminate on September 30 one year from that date, unless Lessee notifies Lessor in writing not less than sixty (60) days prior to the end of the current term of Lessee's desire to terminate the Lease at the end of the Existing Term.

**C. Early Termination:** Either party shall have the right to terminate this Lease for any cause or no cause at all, provided such termination shall not become effective earlier than the 60<sup>th</sup> day after the party desiring to terminate gives the other party written notice of desire to terminate.

**D. Termination on Default:** In the event of breach of any covenant of either party, the non-breaching party shall have the right to terminate the Lease after the 30<sup>th</sup> day after written notice to the party in default provided that such breach still exists and provided that in the event of interference, Section VI hereof shall prevail.

**E. Termination for Non-Appropriation by Lessee:** Notwithstanding anything herein to the contrary, Lessee shall have the right to terminate this Lease effective at the end of Lessee's fiscal year (*i.e.*, September 30 of each year) upon providing Lessor written notice that Lessee has failed to appropriate current funds for the next subsequent fiscal year from which the rental may be paid. Lessee shall endeavor to provide notice of this type of termination as soon as possible, but in no instance will it be later than July 31 of any year.

**F. Removal of Equipment Upon Termination:** Lessee shall remove the FM Antenna System and all of its other facilities from Lessor's premises and account to Lessor for all amounts and obligations owing to Lessor not later than ninety (90) days after termination of Lease.

### **III. RENT**

For and in consideration of Lessor granting to Lessee the right to use the towers as well as the other rights herein granted to Lessee, in accordance with terms hereof, Lessee agrees to pay as rent to Lessor for term hereof the amount of ONE THOUSAND ELEVEN AND 31/100 DOLLARS (\$1,011.31) per month. Lessee shall pay said rental payment on or before the 10<sup>th</sup> day of each month. Prior to the beginning of an Extension Term, and subject to at least one-hundred twenty (120) days written notice from Lessor to Lessee, Lessor may apply a rate increase to the existing monthly rate, such increase not to exceed three percent (3%) during an Extension Term. All rentals and any other amounts payable by Lessee to Lessor hereunder shall be paid to Lessor at its address for notices hereinafter provided.

### **IV. RIGHT OF ACCESS**

Lessor agrees that Lessee, at its own risk and expense, shall have access to the towers and to Lessor's premises for the purpose of maintaining and repairing the FM Antenna System, feed line, and electronic equipment; provided, however, Lessee's right of access shall be subject to such reasonable limitations as may be imposed by Lessor, consistent with the other uses to which the towers are put from time to time and with proper operating practices. Lessee's right of access shall be further limited to Lessee's authorized engineers, employees, or contractors and Federal Communications Commission inspectors or persons, all of whom shall be under direct supervision of Lessee.

### **V. INSTALLATION REQUIREMENTS**

Lessee shall use its best efforts to maintain and operate Lessee's equipment in a manner that will not damage the towers' structure or any other buildings or structures now or hereafter situated on Lessor's towers. Lessee further agrees that all such equipment will be maintained and operated in such a way to avoid interference with guy lines and other antennas on the towers and so as not to damage any other property of Lessor or others in, on, or about the towers and Lessor's premises, and so as not to interfere with the use of the towers by Lessor or others. Lines between the antennas and the radio equipment shall be anchored firmly to the towers, and the routing and location of Lessee's systems, as well as the

method of tying such systems into the towers, shall be mutually approved by Lessor and Lessee.

## VI. INTERFERENCE

**A. Prior Installation:** Lessee warrants and agrees that its equipment shall be of a type and frequency that shall not cause interference to other users of Lessor's towers whose equipment and antennas were installed on Lessor's premises prior to the installation of Lessee's antenna and equipment and hereby agrees to make no changes in equipment and frequency without prior approval of Lessor. If, in the opinion of Lessor, Lessee's equipment causes any such interference, Lessor shall so notify Lessee, and Lessee will forthwith take such steps as are necessary to correct and eliminate the interference within thirty (30) days. Lessor shall have the right to cancel this Lease and require Lessee to remove its equipment from the towers and Lessor's premises if the interference described in this paragraph cannot be eliminated in the time required herein.

**B. Subsequent Installations:** Lessor warrants and agrees that Lessor will not permit or suffer the installation and existence of any other improvement, including transmission or reception devices, upon the Lessor's premises and any adjoining real property owned or leased by Lessor, if such improvement interferes with transmission or reception by Lessee's communications facilities in any manner whatsoever. If, in the opinion of Lessee, equipment subsequently installed on Lessor's premises causes any such interference, Lessee shall notify Lessor, and the Lessor will forthwith take such steps as are necessary to correct and eliminate the interference within thirty (30) days. If such interference is not corrected within said thirty (30) days, Lessee shall have the right to withhold the rent due hereunder until the interference is corrected.

## VII. GENERAL MAINTENANCE RESPONSIBILITIES

During the term of this Lease and subject to Lessee's compliance with its obligations and duties hereunder, Lessor agrees to maintain the towers and appurtenant property, which includes painting and repairing said towers and property at Lessor's cost. Lessee shall make and pay for any necessary maintenance of and repairs to Lessee's FM Antenna System and associated equipment.

## **VIII. FCC COMPLIANCE**

The operation and maintenance of Lessee's equipment shall conform to all applicable rules and regulations of the Federal Communications Commission, and any other such agency or public authority having jurisdiction. Lessor assumes no responsibility for the licensing, operation and/or maintenance or Lessee's equipment.

## **IX. TAXES AND LIENS**

Lessor shall be responsible for payment of all applicable taxes or assessments against property owned by Lessor. Lessee, a Texas home rule municipality, warrants and represents that it is a tax-exempt entity which is not required to pay sales or property taxes. Lessee further agrees that Lessee shall not cause any lien or security interest to attach to the towers or Lessor's premises on account of Lessee's property.

## **X. DAMAGE TO LESSEE'S EQUIPMENT**

While Lessor agrees to use ordinary care with respect to Lessee's equipment, Lessor shall not be liable to Lessee for any damages to its equipment caused by force majeure, any other third party or by any circumstances reasonably beyond Lessor's control. If, however, as the result of any force majeure or other circumstances beyond Lessor's control, Lessor's tower(s) is (are) damaged or otherwise rendered inoperative insofar as the use by Lessee, Lessee shall be entitled to complete abatement of the rental hereunder during the period of suspension of service.

## **XI. INSURANCE**

Lessee represents that it presently maintains in effect general liability insurance coverage with a combined single limit of \$1,000,000 per occurrence for personal injury and property damage. If during the term of this Lease Lessee determines to reduce the above coverage limits or to terminate such insurance coverage without replacing it with insurance coverage or a self-insured insurance fund which will provide substantially similar coverage, Lessee agrees to provide Lessor written notification of such reduction or termination in coverage not later than thirty (30) days prior to the effective date such reduction or termination. Lessor shall have the right to terminate this Lease by providing Lessee written notice not later than fifteen (15) days prior to date of termination if Lessee reduces or terminates its insurance coverage; provided however, such termination shall not be

earlier than the effective date of said reduction or termination of coverage. Lessee agrees to furnish Lessor with certificates of the insurance certifying that Lessee has the above-specified insurance.

## **XII. NOTICES**

The respective addresses of Lessor and Lessee to which notices hereunder may be mailed or delivered and for all other purposes hereof are:

**To Lessor:** Advantage Towers, LLC  
Post Office Box 291772  
Kerrville, Texas 78029  
Attention: David Marrs, President

**To Lessee:** City Manager  
City of Kerrville  
701 Main Street  
Kerrville, Texas 78028

**With Copy to:** Fire Chief  
Kerrville Fire Department  
701 Main Street  
Kerrville, Texas 78028

Either party may change its address by giving written notice to the other party of such change.

## **XIII. GOVERNING LAW AND VENUE**

This Lease shall be governed by and construed in accordance with the laws and court decision of the State of Texas. The obligations of the parties to this Lease are performable in Kerr County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Kerr County, Texas.

## **XIV. COUNTERPARTS AUTHORIZED**

This Lease may be executed in any number of counterparts, each of which shall be deemed an original and constitute one the same instruments.

## **XV. ENTIRE AGREEMENT**

This Lease embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties, which relate to matters herein.

## **XVI. BINDING EFFECT**

The terms hereof shall extend to and be binding upon the respective successors and assigns of Lessor and Lessee, but Lessee shall not assign its rights or obligations hereunder without the consent of Lessor.

## **XVII. NOT BOYCOTTING ISREAL**

Lessor hereby verifies the following per Section 2271.002, Texas Government Code:

1. Lessor does not boycott Israel; and
2. Lessor will not boycott Israel during the term of the Lease.

## **XVIII. NOT WORKING WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION**

Lessor hereby verifies that it is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

## **XVIX. NOT BOYCOTTING ENERGY COMPANIES**

Lessor hereby verifies the following per Section 2276.002, Texas Government Code:

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

## **XXX. NOT BOYCOTTING FIREARM ENTITIES**

Lessor hereby verifies the following per Section 2274.002, Texas Government Code:

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

2. Lessor will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.

### **XXXI. PROHIBITION ON CONTRACTS WITH COMPANIES RELATED TO CERTAIN COUNTRIES**

Where this Agreement pertains to "critical infrastructure," as defined by Section 2275.0101, Texas Government Code, Lessor 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.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, in multiple originals.

**CITY OF KERRVILLE, TEXAS**

By \_\_\_\_\_  
Dalton Rice, City Manager

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FUNDING:

Julie Behrens, Director of Finance

**ADVANTAGE TOWERS, LLC**

By \_\_\_\_\_  
David Marrs, President

APPROVED AS TO CONTENT:

Eric Maloney, Fire Chief

APPROVED AS TO FORM:

  
William L. Tatsch, Asst. City Attorney



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

---

**SUBJECT:** Construction Agreement with Bennett Paving, Inc. for the 2024 Street Maintenance Project in the amount of \$1,125,015.00. (*K Burow, Director of Engineering*)

**AGENDA DATE OF:** August 27, 2024      **DATE SUBMITTED:** August 16, 2024

**SUBMITTED BY:** Kyle Burow, Director Engineering

**EXHIBITS:**

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<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$1,125,015.00	\$1,324,624.61	\$2,155,000.00	01-0161-2420

**PAYMENT TO BE MADE TO:** Bennett Paving, Inc.

---

**Kerrville 2050 Item?** Yes

**Key Priority Area** M - Mobility / Transportation

**Guiding Principle** N/A

**Action Item** M4.2 - Continue implementing the plan for street repairs, including a timeline and funding, based on the road conditions data collection and evaluation completed in 2016

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**SUMMARY STATEMENT:**

As part of the adopted FY2022 budget, 6S Engineering, Inc. was hired to update the Pavement Master Plan and reassess the current street conditions and maintenance practices. The 6S Engineering, Inc. team evaluated the current street condition assessment gathered for each street segment to analyze the deterioration estimates based on the effectiveness of the current street repair methods and degradation of street segments compared to the initial 2015 and 2019 reports, combined multiple street segments to minimize construction costs, and reevaluated the prioritization of streets. The reprioritization of all streets were analyzed based on PCI, Ride Condition Index (RCI), and Roadway Classification (i.e. Collector, Residential). Upon completion of the analysis, 6S Engineering, Inc. developed a maintenance plan to assist with future budgeting and maintenance methods adopted by City Council. To continue the progression of street maintenance, staff met with 6S Engineering, Inc. to discuss project scope to develop construction plans and specifications for the 2024 street maintenance projects based on the newly updated report.

The scope of this project is to prepare bid documents for crack seal, base repair patching, and slurry seal on the roads identified for the Year 1 crack seal and slurry seal maintenance methods identified in the 2024 Pavement Management Plan. This will include near-term level up and asphalt repairs followed by crack seal for streets identified as receiving crack

seal and slurry seal maintenance. Streets identified for slurry seal maintenance will receive the slurry seal maintenance in the Fall for completion of street maintenance. Additionally, in order to assist the Streets Department, staff elected to designate an alternate bid scope for three roads to receive mill and overlay maintenance selected from the Year 1 roads identified in the 2024 Pavement Management Plan.

The paving project was placed out for advertisement, the bid opening was held, four bids were received, with Bennett Paving, Inc. as the apparent low bid. Staff and 6S Engineering recommend awarding the base bid and alternate bid to Bennett Paving for a total contract amount of \$1,125,015.00. The draft contract for construction is located in the City Secretary Office.

The scope of work will include the following streets:

<b><u>Branch</u></b>	<b><u>Begin Description</u></b>	<b><u>End Description</u></b>	<b><u>Maintenance Method</u></b>
3rd St N from	Tivy St N	Travis St N	Crack Sealing and 2% Patching
Aransas St N	710' South of Jefferson St N	100' North of A St N	Crack Sealing and 2% Patching
B St N	B St E	70' East of Aransas St N	2% Patching and Slurry Seal
Bluff Ridge Dr N	W Crest Dr N	End	Crack Sealing and 2% Patching
Bulwer Ave N	Earl Garrett St	Robinson Ave N	Crack Sealing and 2% Patching
Caddo Ln N	Pinto Trl N	End	Crack Sealing and 2% Patching
Clay St N	Clay St S	Myrta St N	Mill & Overlay
Coronado	Junction Hwy (SH 27)	Got Creek Rd (FM1338)	Mill & Overlay
Creswell Ln	Roanoke Ln	Wilmington Ave	2% Patching and Slurry Seal
Denton St N	Moore St N	310' East of Moore St N	Crack Sealing and 2% Patching
Double Eagle Cir E	Double Eagle Dr	End	Crack Sealing and 2% Patching
Dry Hollow Cir E	Dry Hollow Dr E	End	Crack Sealing and 2% Patching
E St	Broadway	Water	2% Patching and Slurry Seal
F St	Broadway	Water	2% Patching and Slurry Seal
George Ct N	George St N	End	Crack Sealing and 2% Patching
Gloucester Ct N	Gloucester Pt N	End	Crack Sealing and 2% Patching

Indian Trl N	Deer Trl N	End	Crack Sealing and 2% Patching
Lamar St N	Barnett St N	End	Crack Sealing and 2% Patching
Laurel St N	Memorial Blvd (SH 27)	End	2% Patching and Slurry Seal
Leslie Dr	Sidney Baker (SH 16)	Laura Bell	Mill & Overlay
Lloyd Dr	Leslie Dr	End	Mill & Overlay
Moore St N	280' West of Denton St N	Washington St N	Mill & Overlay
Nugent Ave E	Oak Valley Dr E	Mack Holliman Dr	Crack Sealing and 2% Patching
Oak St N	Golf Ave (FM 1341)	Myrta St N	Crack Sealing and 2% Patching
Panorama Dr N	Methodist Encamp	End	Crack Sealing and 2% Patching
Ridge Dr N	340' West of Dean Dr N	80' East of Dean Dr N	Crack Sealing and 2% Patching
Roanoke Ln	Wilmington Ave	Edinburgh Dr	2% Patching and Slurry Seal
Rock Barn Cir E	Rock Barn Dr E	100' East of Rock Barn Dr E	Crack Sealing and 2% Patching
Rockwood Cir E	Riverhill Blvd E	300' East of Riverhill Blvd E	Mill & Overlay
Rogers Cir E	Riverhill Blvd E	350' East of Riverhill Blvd E	Crack Sealing and 2% Patching
Timberway Ln N	200' West of Crestwood Dr N	140' East of Crestwood Dr N	Crack Sealing and 2% Patching
Toscano Crt	Comanche Trace D	Toscano Way E	Crack Sealing and 2% Patching
Toscano Dr E	Toscano Way E	Toscano Way E	Crack Sealing and 2% Patching
Turnberry Cir E	Riverhill Blvd E	End	Mill & Overlay
Uvalde St N	Alice St N	Tanglewood Ln N	Crack Sealing and 2% Patching
Vesper Dr N	900' East of Methodist Encamp	Methodist Encamp	Crack Sealing and 2% Patching
Vista View Cir N	Summit Spur N	190' East of Summit Spur N	Crack Sealing and 2% Patching
Wichita Ln N	180' West of Pinto Trl N	Pinto Trl N	Crack Sealing and 2% Patching
Wilmington Ave N	Yorktown Blvd	Roanoke Ln	Crack Sealing and 2% Patching
Woodstone Dr N	Coronado Dr N	340' North of Coronado Dr N	Crack Sealing and 2% Patching
Yorktown Blvd	Edinburgh Dr	End	2% Patching and Slurry Seal

**RECOMMENDED ACTION:**

Authorize the City Manager to finalize and execute a construction contract.

**ATTACHMENTS:**

[\*20240827\\_Contract Bennett Paving\\_2024 Roads.pdf\*](#)

[\*20240827\\_Bids\\_2024 Street Maintenance\\_Bid\\_Summary.pdf\*](#)

[\*20240827\\_Letter\\_2024 Street Maintenance\\_Recommendation Letter.pdf\*](#)

[\*20240827\\_Map\\_2024 Street Maintenance.pdf\*](#)

## CONSTRUCTION AGREEMENT

### CITY OF KERRVILLE, TEXAS

This Agreement is between **CITY OF KERRVILLE, TEXAS**, (Owner) and **BENNETT PAVING, INC.**, (Contractor).

Owner and Contractor agree as follows:

#### ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is designated as follows:

**Kerrville 2024 Street Maintenance Project**  
**COK Project #2024-004-01**

#### ARTICLE 2 – DESIGN PROFESSIONAL

2.01 The Design Professional for this Project is:

**6S Engineering, Inc.**  
**12274 Bandera Road, Suite 240**  
**Helotes, Texas 78023**

#### ARTICLE 3 – OWNER'S REPRESENTATIVE

3.01 The Owner's Representative for this Project is:

**Kyle Burow, P.E.**  
**Director of Engineering**  
**City Hall, 701 Main Street**  
**Kerrville, TX 78028**

#### ARTICLE 4 – CONTRACT TIMES

4.01 Contract Times

- A. The Work is required to be substantially complete within **60** days after the date when the Contract Times commence to run as provided in the General Conditions and complete and ready for final payment in accordance with the General Conditions within **30** days after the date of Substantial Completion.

4.02 Liquidated Damages

- A. Owner and Contractor recognize that the Contract Times specified for Substantial Completion and Final Completion are of the essence in the

Contract. Owner and Contractor recognize that the Owner will suffer financial loss if the Work is not completed within the Contract Times specified in this Agreement as may be adjusted in accordance with the General Conditions. Owner and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed within the Contract Times. Accordingly, instead of requiring proof of the amount of these damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Contractor agrees to pay Owner **\$500** for each day that expires after the time specified in this Agreement for Substantial Completion until the Work is substantially complete.
2. Contractor agrees to pay Owner **\$500** for each day that expires after the time specified in this Agreement for Final Completion until the Work is completed and ready for final payment in accordance with the General Conditions.

B. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

C. Owner will determine whether the Work has been completed within the Contract Times. Assessment of liquidated damages by the Owner does not waive the Owner's right to assess or collect additional damages which the Owner may sustain by the failure of the Contractor to perform in accordance with the terms of the Contract.

## **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner will pay the Contractor the following amount for completion of the Work in accordance with the Contract Documents:

<b>Lump Sum Contract Price</b>	<b>\$ 1,125,015.00</b>
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5.02 Owner will pay Contractor for completion of the Work in accordance with the Contract Documents at the prices shown in this Agreement. The Contract Price has been computed in accordance with the General Conditions. Contractor acknowledges that for unit price items, estimated quantities are not guaranteed and are solely for the purpose of comparing Bids, and that final payment will be based on actual quantities determined in accordance with the Contract Documents.

## ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the Owner's Representative per Section 01 29 00 "Application for Payment Procedures."
- 6.02 Owner will make progress payments on or about the first day of each month during performance of the Work. Payment is based on the total earned value of Work completed in the previous month in accordance with the Schedule of Values established as provided in the General Conditions.
- 6.03 Payment will be made for the total earned value of Work completed in the previous month after deducting:
  - A. Retainage calculated per this Agreement;
  - B. Set-offs determined in accordance with the General Conditions; and
  - C. The total amount of payments previously made.
- 6.04 Progress payments will be made in an amount equal to **95 percent** of the total earned value to date for completed Work and properly stored materials. The remaining 5 percent of the total earned value to date will be held as retainage. Owner may increase retainage to 15 percent if progress on the Project is considered to be unsatisfactory. Owner will deposit retainage in excess of 10 percent in an interest-bearing account. Interest earned by that account will be paid to the Contractor in accordance with in accordance with Tex. Gov't Code Chapter 2252.
- 6.05 Release or reduction in retainage is contingent upon the consent of surety to the reduction in retainage. Submit a Consent of Surety Company to Reduction of or Partial Release of Retainage form as provided by or approved by the Owner's Representative.
- 6.06 Owner will pay the remainder of the Contract Price as recommended by Owner's Representative in accordance with the General Conditions upon Final Completion and acceptance of the Work.

## ARTICLE 7 – PAYMENT OF INTEREST

- 7.01 All moneys not paid when due as provided in the General Conditions will earn interest at the rate specified in Tex. Gov't Code Chapter 2251. Interest accrual will cease upon payment by the Owner.
- 7.02 No interest payments will be paid to the Contractor for invoices not paid when due as provided in the General Conditions.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 The Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied the following Site related reports and drawings as identified in the Supplementary Conditions:
  1. Geotechnical Data Reports regarding subsurface conditions at or adjacent to the Site;
  2. Drawings of physical conditions relating to existing surface or subsurface structures at the Site;
  3. Underground Facilities referenced in reports and drawings;
  4. Reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site; and
  5. Technical Data related to each of these reports and drawings.
- E. Contractor has considered the:
  1. Information known to Contractor;
  2. Information commonly known to contractors doing business in the locality of the Site;
  3. Information and observations obtained from visits to the Site; and
  4. The Contract Documents.
- F. Contractor has considered the items identified in Paragraphs 7.01.D and 7.01.E with respect to the effect of such information, observations, and documents on:
  1. The cost, progress, and performance of the Work;
  2. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
  3. Contractor's safety precautions and programs.

- G. Based on the information and observations referred to in the preceding paragraphs, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- H. Contractor is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- I. Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- J. Contractor has given the Owner's Representative written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution provided by the Owner's Representative is acceptable to the Contractor.
- K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- L. Contractor's entry into this Agreement constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – ACCOUNTING RECORDS**

9.01 Accounting Record Availability: Contractor is to establish and maintain, in accordance with generally accepted accounting practices, full and detailed accounting records of materials incorporated into the Project, and labor, tools, materials, and equipment used for the Work, consistent with the requirements of the General Conditions and as necessary for proper financial management under this Agreement. Subject to prior written notice, provide Owner reasonable access during normal business hours to Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and the Contractor's fee. Preserve all such documents for a period of 3 years after the final payment by the Owner.

## **ARTICLE 10 – OTHER REQUIREMENTS**

- 10.01 Workers' Compensation Insurance
  - A. By signing this Agreement, Contractor certifies that it provides workers' compensation insurance coverage for all employees employed on this Project pursuant to Tex. Lab. Code Section 406.096(a).
  - B. As required by Section 406.096(b), Contractor must require each Subcontractor to certify in writing to the Contractor that the Subcontractor provides workers' compensation insurance coverage for all of the employees it employs on this Project. Contractor must provide these certifications to the Owner within 10 days of the Effective Date of the Agreement.
- 10.02 Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations
  - A. Tex. Gov't Code Chapter 2252, Subchapter F, prohibits the award of governmental contracts to companies engaged in business with Iran, Sudan, or foreign terrorist organizations.
  - B. By signing this Agreement, Contractor certifies that it is not ineligible to be awarded this Contract under Chapter 2252, Subchapter F.
- 10.03 Prohibition on Contracts with Certain Companies that Boycott Israel
  - A. Tex. Gov't Code Chapter 2271 prohibits the award of governmental contracts to companies boycotting Israel.
  - B. By signing this Agreement, Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.
- 10.04 Prohibition on Contracts with Certain Companies that Boycott Energy Companies
  - A. Tex. Gov't Code Chapter 2276 prohibits the award of governmental contracts to companies boycotting energy companies.
  - B. By signing this Agreement, Contractor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Contract.
- 10.05 Prohibition on Contracts with Certain Companies that Boycott Firearm Entities
  - A. Tex. Gov't Code Chapter 2274 prohibits the award of governmental contracts to companies boycotting firearm entities.

- B. By signing this Agreement, Contractor certifies that it does not boycott firearm entities and will not boycott firearm entities during the term of this Contract.

10.06 Certificate of Interested Parties: Contractor must complete and submit a Certificate of Interested Parties (Form 1295) to the Owner with the signed Agreement as required by Tex. Gov't Code Section 2252.908.

## **ARTICLE 11 – VENUE**

11.01 Contractor agrees that venue lies exclusively in Kerr County, Texas for any legal action.

## **ARTICLE 12 – CONTRACT DOCUMENTS**

### **12.01 Contract Documents**

- A. Specifications Sections listed in Section 00 01 10 “Table of Contents” except as specifically excluded in Paragraph 11.02.

Addenda (Numbers 00 91 01).

- B. Appendices listed in Section 00 01 10 “Table of Contents”.

The following are also Contract Documents which may be delivered or issued on or after the Effective Date of the Contract:

1. Notice to Proceed.
2. Contract Amendment(s).
3. Change Order(s).
4. Field Order(s).
5. Work Change Directive(s).

- C. There are no Contract Documents other than those listed above in this Paragraph. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

### **12.02 Bidding Requirements and Informational Documents**

- A. The following Bidding Requirements are not Contract Documents:

1. 00 21 13 Instructions to Bidders
2. 00 41 13 Bid Form
3. 00 41 16 Bid Form Exhibit A
4. 00 43 13 Bid Bond

5. 00 45 13 Qualifications Statement

The Effective Date of the Contract is \_\_\_\_\_.

OWNER, City of Kerrville, Texas

By: \_\_\_\_\_  
Dalton Rice, City Manager

CONTRACTOR, Bennett Paving, Inc.

By: \_\_\_\_\_  
Bryan Bennett, President

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
William L. Tatsch, Asst. City Attorney

APPROVED AS TO CONTENT:

Kyle Burow, Director of Engineering

APPROVED AS TO INSURANCE:

APPROVED AS TO FUNDING:

Julie Behrens, Director of Finance

Kimberly Meismer, Asst. City Manager

**END OF SECTION**

## APPARENT LOW BIDDERS

### 2024 Kerrville Street Maintenance

ID: 2024-004-01

Bid Summary	
Engineers Estimate	No Estimate
Total Bids	4
AMLT \$	\$5,695.00
AMLT %	0.51%
Average Bid	\$1,190,688.00

	Bidder	BASE BID
1	Bennett Paving, Inc.	\$1,125,015.00
2	Lone Star Paving	\$1,130,710.00
3	Texas Materials Group, Inc.	\$1,166,560.00
4	Hayden Paving <i>Submitted: 8/13/2024 2:08:17 PM</i>	\$1,340,467.00

*Bids opened at: 8/13/2024 3:01:00 PM*



August 20, 2024

Mr. Kyle Burow, P.E., CFM  
City of Kerrville  
701 Main Street  
Kerrville, TX 78028

Reference: 2024 Street Maintenance Project

Dear Mr. Burow:

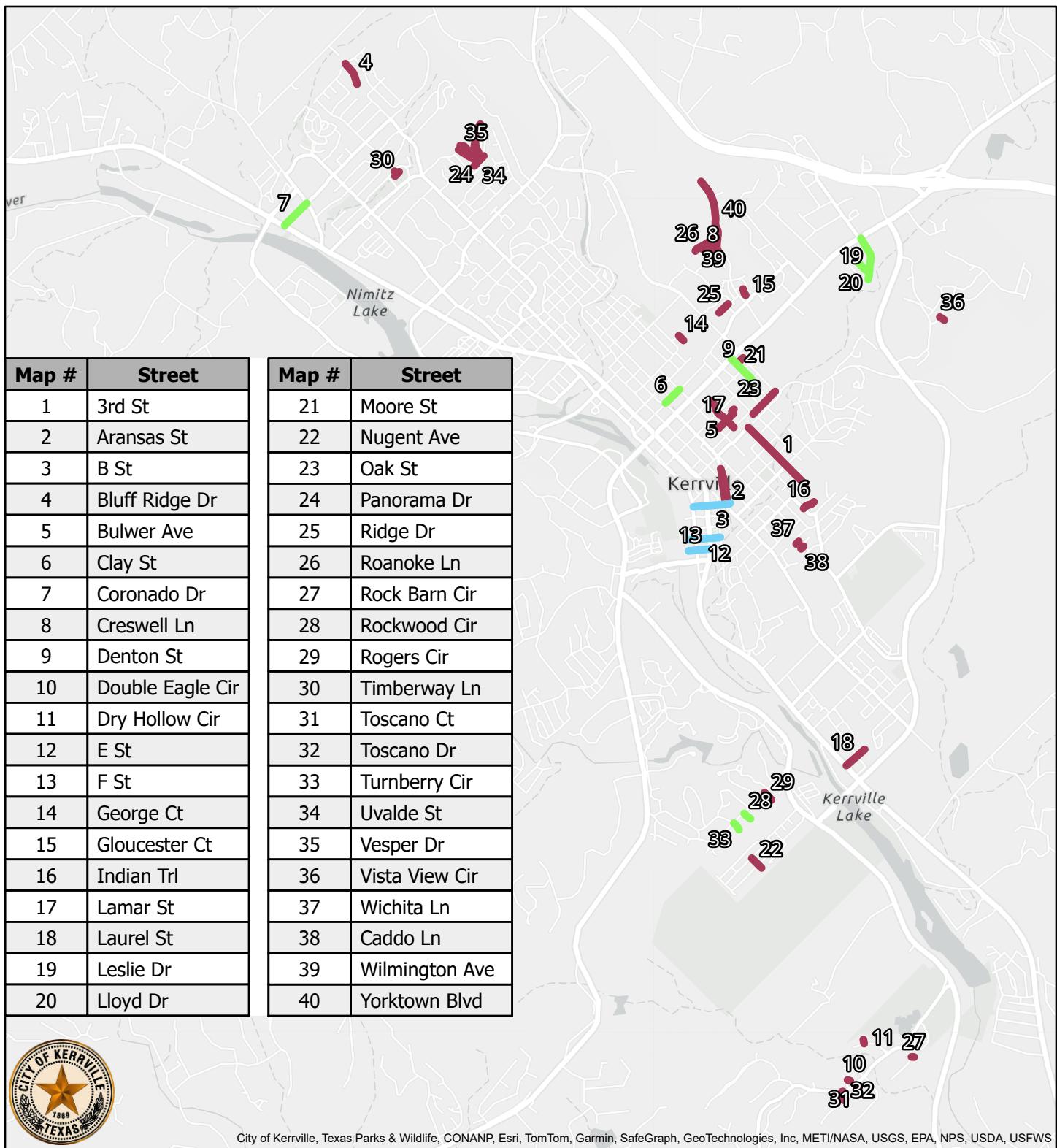
6S Engineering, Inc. has reviewed the bid proposals for the above referenced project. There were four (4) bidders for the project. Bennett Paving, Inc. is the apparent low bidder for the project. This company operates out of Leander, TX. 6S has worked with this contractor before in Kerrville with a positive outcome on a previous street maintenance project. It is recommended that Bennett Paving be awarded the Base Bid and Alternate Bid for the amounts of \$688,855.00 (Base Bid) and \$436,160.00 (Alternate Bid) for a total bid of \$1,125,015.00. If there are any questions or concerns, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Jess W. Swaim".

Jess Swaim, P.E.  
Vice President

# EXHIBIT A



- Crack Seal
- Mill and Overlay
- Slurry Seal



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US Feet

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joyoung

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



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

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**SUBJECT:** Non-exclusive License Agreement between City of Kerrville and Hill Country United Soccer Club for use of the Kerrville Sports Complex. (A Boyle, Director of Parks & Recreation)

**AGENDA DATE OF:** August 27, 2024      **DATE SUBMITTED:** August 16, 2024

**SUBMITTED BY:** Ashlea Boyle, Director Parks & Recreation

**EXHIBITS:**

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

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

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**Kerrville 2050 Item?** Yes

**Key Priority Area** P - Parks / Open Space / River Corridor

**Guiding Principle** N/A

**Action Item** N/A

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**SUMMARY STATEMENT:**

Attached is a multiyear license agreement with Hill Country United Soccer Club for use of the Kerrville Sports Complex for soccer activities. This is a renewal agreement. Staff recommends approval of the agreement.

**RECOMMENDED ACTION:**

Approval of the agreement.

**ATTACHMENTS:**

[20240827\\_Contract renewal HCUSC for Kerrville Sport Complex.pdf](#)

**NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN**  
**CITY OF KERRVILLE AND**  
**HILL COUNTRY UNITED SOCCER CLUB**  
**Kerrville Sports Complex 117 Sweeper Lane, Kerrville, Kerr County, Texas**

This Non-Exclusive License Agreement (“License”) is made and entered into by and between the **CITY OF KERRVILLE, TEXAS** (“City”), and **HILL COUNTRY UNITED SOCCER CLUB** (“HCUSC”).

**1. Grant of Non-Exclusive License.** In consideration of and subject to the terms, provisions, and covenants of this License, City hereby grants to HCUSC a non-exclusive license to use that part of the Kerrville Sports Complex dedicated to soccer activities and which is generally located on and along the southern side of Holdsworth Drive within the City of Kerrville, Texas. Specifically, City grants this nonexclusive license to HCUSC for its use of areas to include the soccer fields, parking lot, and restrooms, such areas to be collectively referred to herein as the “Licensed Premises.” A map of the Licensed Premises is attached hereto and made part of this License as **Exhibit A**. HCUSC’s use of the Licensed Premises is nonexclusive and limited by Section 4, below, such that the City will authorize other persons and organizations to use the Licensed Premises at times and/or in ways that will not conflict with HCUSC’s use.

**2. Term.** The term of this License shall begin on August 1, 2024 and terminate on December 31, 2029 (“Initial Term”). This License will renew annually for 1-year terms subject to earlier termination as provided herein and limited to five such 1-year term renewals. Thereafter, the parties may agree to enter into another License or similar agreement.

**3. Termination.** City and HCUSC shall each have the right, with or without cause and at any time, to terminate the License upon not less than 120 days’ prior written notice to the nonterminating party. Upon termination, the parties shall be relieved of all further obligations hereunder except only for obligations accruing prior to the effective date of termination.

**4. HCUSC’s Use.** HCUSC shall comply with the following:

- a. Subject to subsection 4.c., below, HCUSC may use the Licensed Premises, or an appropriate portion thereof, Monday through Friday from 4:00 p.m. to 10 p.m. and Saturday and Sunday from 7:00 a.m. to 10:00 p.m. during the term of this License unless otherwise agreed to between the parties. HCUSC may use the Licensed Premises for the storage of its property, subject to the conditions below, and incidental purposes during the other days of the term of this License, such purposes to include meetings, training, and registration. Should HCUSC require additional use and/or access outside of these normal operating times, to include use of any of the fields included in the Licensed Premises or the soccer fields located at Landfill Road North, in the City of Kerrville, HCUSC shall provide at least 48 hours’ notice to City and wait for City’s approval, such approval not to be unreasonably delayed or withheld.

- b. HCUSC is limited to using the Licensed Premises for soccer related activities, including tryouts, practices, games, camps, clinics, tournaments and for no other purpose, during approved days and times. Should HCUSC wish to hold a tournament at the Licensed Premises during a date not Saturday or Sunday during the licensed times, it must receive written approval from City, as City will need to review the appropriateness of such use, to include issues such as availability, capacity, and conditions of the Licensed Premises. Should City approve a tournament, HCUSC shall keep any revenue derived from this event.
- c. HCUSC acknowledges that City will allow others to use the Licensed Premises during the days and times of HCUSC's use. In an effort to coordinate and facilitate HCUSC's schedule, HCUSC shall submit its proposed use schedule to the City on or before March 1 of each year. HCUSC shall include all known and scheduled activities, to include registration, clinics, practices, games, and any other contemplated activities or events. As part of this process, HCUSC agrees to attend coordination meetings that the City will schedule in March and August of each year. The parties will work in a cooperative manner to schedule such meeting at a mutually convenient time. City will provide notice to HCUSC of the time, date, and place of such meetings at least 2 weeks prior to the meeting date. At each meeting, HCUSC should be prepared to discuss and/or do the following:
  - i. Provide current list of officers and officials, if changes will/have occurred;
  - ii. Provide league format information and information to address field set-up;
  - iii. Provide days and times of scheduled game and non-game use; and
  - iv. Discuss any maintenance or safety issues.
- d. HCUSC shall not use any property beyond the Licensed Premises.
- e. HCUSC shall institute all reasonable measures as are necessary to ensure that its officials, representatives, players, members, volunteers, spectators, guests, invitees, and agents (collectively referred to herein as "HCUSC Users") remain within the Licensed Premises at all times during HCUSC's use. Such measures should include adding these instructions to its literature, forms, and periodically reminding its coaches, referees, and other officials of this provision as a way to help ensure safety.
- f. HCUSC shall inspect the Licensed Premises, in particular the fields, prior to each use to ensure that they are safe for all intended uses.
- g. HCUSC shall adopt rules that it shall give to HCUSC Users and take all steps to ensure that HCUSC Users use appropriate safety equipment during play.
- h. HCUSC shall periodically inspect the goals and netting as necessary but not less than once before the start of each game or practice session to ensure that they are and will remain securely anchored and safe for use.

- i. HCUSC shall ensure that HCUSC Users and activities are adequately supervised by an appropriate number of its adult officials and representatives at all times during HCUSC Season.
- j. HCUSC shall take all reasonable action to ensure that all rules, regulations, and ordinances adopted by City that are applicable to the Licensed Premises are followed, to include prohibiting smoking, alcohol, or pets on the Licensed Premises by HCUSC Users. City shall provide HCUSC with a written copy of the rules, regulations, and ordinances that HCUSC shall address.
- k. HCUSC shall take reasonable measures to ensure that HCUSC Users abide by all traffic and parking signs. Such measures should include adding these instructions to its literature, forms, and periodically reminding its coaches, referees, and other officials of this provision as a way to help ensure safety.
- l. HCUSC shall pick-up trash within the Licensed Premises at the end of its practices and games.
- m. HCUSC shall place all trash that it collects in the City provided dumpster as located on the Licensed Premises.
- n. HCUSC shall turn off all lights and lock the doors to the restrooms and storage areas when leaving the Licensed Premises. Should HCUSC require additional, temporary lighting or other equipment, the procurement, maintenance, and care of the lighting and equipment shall be HCUSC's sole responsibility.
- o. HCUSC acknowledges that its use of the License Premises for the storage of its property and supplies is at its sole risk and it is solely responsible for any loss or theft.
- p. HCUSC shall not install, place, or use any sign on the Licensed Premises without the prior written consent of the City. City's consent shall be subject to the City's sign regulations.
- q. HCUSC shall not alter the irrigation systems and shall report problems with such system to City as soon as possible.
- r. HCUSC shall provide both a primary and secondary point of contact to the City, to include name, telephone number(s), and email address. City will only communicate through these contacts with respect to the License.
- s. HCUSC shall neither operate nor allow the operation by HCUSC Users any motor vehicles on the soccer fields, areas adjacent to the soccer fields, or beyond paved areas without prior written consent of the City. HCUSC may use a golf cart(s) on the Licensed Premises, including the soccer fields and grassy areas. Prior to any

such use, HCUSC shall meet with City to understand the locations of City equipment located on or under the fields, such as irrigation heads and valve boxes. HCUSC shall be solely responsible to pay for any damage to repairs caused by this use.

- t. HCUSC shall not move anchored goals.
- u. HCUSC shall immediately report any maintenance issues or defective equipment to the City.
- v. City shall provide HCUSC's point of contacts with keys to those areas of the Licensed Premises that have locks. These keys shall not be shared or duplicated and any loss by HCUSC that results in the City needing to re-key any part of the Licensed Premises will be charged to HCUSC.
- w. HCUSC shall pick up and store corner flags at the end of each use.
- x. HCUSC shall not store items or property that may include private information or has significant value at the Licensed Premises, such as electronics, cash, or anything in excess of a nominal value. HCUSC assumes total risk for any loss, theft, or destruction of its property stored on the Premises.
- y. All vendors that HCUSC seeks to use the Licensed Premises must receive prior written approval of City, such approval to be conditioned upon City's permitting process and regulations.
- z. HCUSC shall refrain from any activity in relation to and use of the Licensed Premises that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or any other protected class in accordance with federal and state laws.

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

- a. City shall provide all competition goals, nets, corner flags, and player benches. Goals shall be a size that is age appropriate for the players using a particular field, and shall follow size recommendations as presented by AYSO and/or the U.S. Soccer Federation for that age group.
- b. City shall provide all field maintenance and custodial services unless otherwise designated in this License.
- c. City is not responsible for security or providing traffic control on the Licensed Premises.

- d. City shall provide notice to HCUSC's point of contact where the Licensed Premises are closed due to inclement weather or where any portion thereof is deemed unsafe or unusable such that HCUSC's use would be effected. City shall use its best effort to provide HCUSC as much notice as possible.
- e. City's point of contact to HCUSC is the Assistant Director of Parks and Recreation.

**6. Insurance.** HCUSC shall purchase public liability and casualty insurance from an insurance company licensed to do business in the State of Texas. City must approve the policy prior to the HCUSC's use of the Licensed Premises. The policy shall be in the amount of \$500,000 per person and \$1,000,000.00 per occurrence and shall cover the Licensed Premises for the duration of HCUSC's use of the Licensed Premises. Upon execution of this License, HCUSC shall provide City with a copy of the insurance policy showing the premium prepaid for the Initial Term. In the event HCUSC fails to maintain the insurance coverage, the License shall terminate without notice from City to HCUSC. The public liability and casualty insurance policies must name City as an "additional insured" and include a waiver of subrogation provision in favor of City. The policy and any renewal certificate shall provide that City be notified thirty (30) days prior to cancellation or modification of any coverage. Language to the effect that the insurance company will "endeavor" or "attempt" to so notify the City is not sufficient. HCUSC shall provide renewal certificates to the City at least ten (10) days prior to expiration date. Policies shall be in effect for the entire term of this License and any renewals.

**7. Alterations and Improvements.** HCUSC shall not make any alterations, additions, or improvements to the Licensed Premises, to include the placement of bleachers or benches or the planting of any trees or plants. HCUSC may move benches within the area of each particular field.

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

**9. Termination for Safety Violation or Unlawful Use.** HCUSC shall not use or occupy nor permit the Licensed Premises or any part thereof to be used or occupied for any unlawful purpose. HCUSC shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having any jurisdiction thereof relating to the use, condition, or occupancy of the Licensed Premises. Notwithstanding any other provision of this License, any violation of this provision, or a gross violation of any safety-related provision herein, shall entitle City to terminate this License immediately.

**10. Limitation/Elimination of Use.** City has the authority to limit or eliminate any and all use as a result of its reasonable concerns for field conditions, safety of participants, or preservation of fields. Such limits or restrictions may be the result of drought conditions that has resulted in water restrictions.

**11. Waiver.** HCUSC shall require each participant or their parent or legal guardian to sign a Waiver of Liability/Hold Harmless Agreement prior to use of the Licensed Premises. The agreement is attached hereto as **Exhibit B**. HCUSC shall retain each completed and signed agreements as a part of its permanent records and make these available to City upon request.

**12. INDEMNIFICATION.** HCUSC AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS OFFICIALS, EMPLOYEES, AND AGENTS HARMLESS OF AND FROM ALL CLAIMS, DEMANDS, LIABILITY, LOSS, COST AND EXPENSE, INCLUDING ATTORNEY'S FEES AND COST OF LITIGATION, IN ANY MANNER ARISING OUT OF OR RESULTING FROM HCUSC'S OR HCUSC USERS' USE OF THE LICENSED PREMISES, OR THE EXISTENCE OF HCUSC AND HCUSC'S IMPROVEMENTS AND PERSONALITY ON THE PREMISES, INCLUDING ANY AND ALL LIABILITY, LOSS, COST AND EXPENSE ARISING FROM CLAIMS OR DEMANDS BY HCUSC'S OFFICIALS AND USERS.

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

**14. Assignment or Sublicense.** HCUSC shall not assign or sublicense this License or any part of the Licensed Premises without the prior written consent of the City Manager.

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

**16. Performance by City.** If HCUSC fails to perform any of its obligations, City may, at its option and following notice to HCUSC, which shall include an estimate of all costs and expenses, perform any such obligation. Thereafter, HCUSC shall pay City upon demand all costs and expenses incurred by City.

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

**18. Default.** If either party hereto shall fail to perform any obligation of such party as herein set forth, and such failure shall continue for a period of 10 days after written notice of default, except for HCUSC's insurance obligations above provided, for which no notice or opportunity to cure shall be given, or for safety-related reasons, the party not in default shall have

the right, at such party's option, and in addition to any other remedies available at law or in equity, to terminate this License by notice to the party in default. The failure of either party to declare any default immediately upon the occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but such party shall have the right to declare any such default at any time and take such action as might be authorized hereunder or that may be available at law or in equity.

**19. Notice.** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States mail as certified mail, return receipt requested, addressed to the parties hereto at their respective addresses as set forth below:

**City:** **City of Kerrville, Texas**  
**Attention:** **City Manager**  
**City Hall, 701 Main Street**  
**Kerrville, Texas 78028**

**HCUSC:** **Hill Country United Soccer Club**  
**375 Bermuda Lane**  
**Fredericksburg, Texas 78624**

**20. Fees/Payments.** City shall charge HCUSC the relevant fee in the City's annual fee schedule for the use of the Licensed Premises.

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

**22. Approval Authority.** In this License, wherever an act requires approval by or consent of the City, such approval or consent may be obtained from the Assistant Director of Parks and Recreation.

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

**24. Indemnification.** The parties agree that the Indemnity provisions set forth in Section 11 above is conspicuous, and the parties have read and understood the same.

**25. Waiver.** Waiver by either party of any breach of this License, or the failure of either party to enforce any of the provisions of this License, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

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

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

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

**29. Sovereign Immunity.** The parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this License.

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

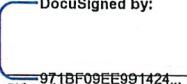
*[The Remainder of Page Intentionally Left Blank]*

SIGNED and agreed by the authorized representatives of City and HCUSC on the dates indicated below.

**CITY OF KERRVILLE, TEXAS**

Signed by:  
By:   
11HE9A7CDBF04E5...  
Dalton Rice, City Manager  
Date: 8/14/2024

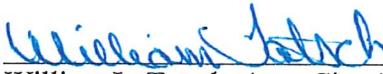
**ATTEST:**

  
971BF09EE991424  
Shelley McElhannon, City Secretary

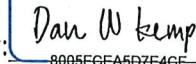
**APPROVED AS TO INSURANCE:**

  
DocuSigned by:  
kimberly Meismer  
DB39E1088AA44AC...  
Kimberly Meismer, Asst. City Manager

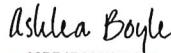
**APPROVED AS TO FORM:**

  
William L. Tatsch, Asst. City Attorney

**HILL COUNTRY UNITED SOCCER**

CLUB Signed by:  
By:   
8005FCEA5D7E4CF...  
Daniel Kemp, President  
Date: 7/24/2024

**APPROVED AS TO CONTENT:**

  
20BB4D003F0945E...  
Ashlea Boyle, Director of Parks & Recreation

T:\Legal\PARKS & RECREATION\Contract\Soccer\HCUSC\_License Agreement\_071724.docx

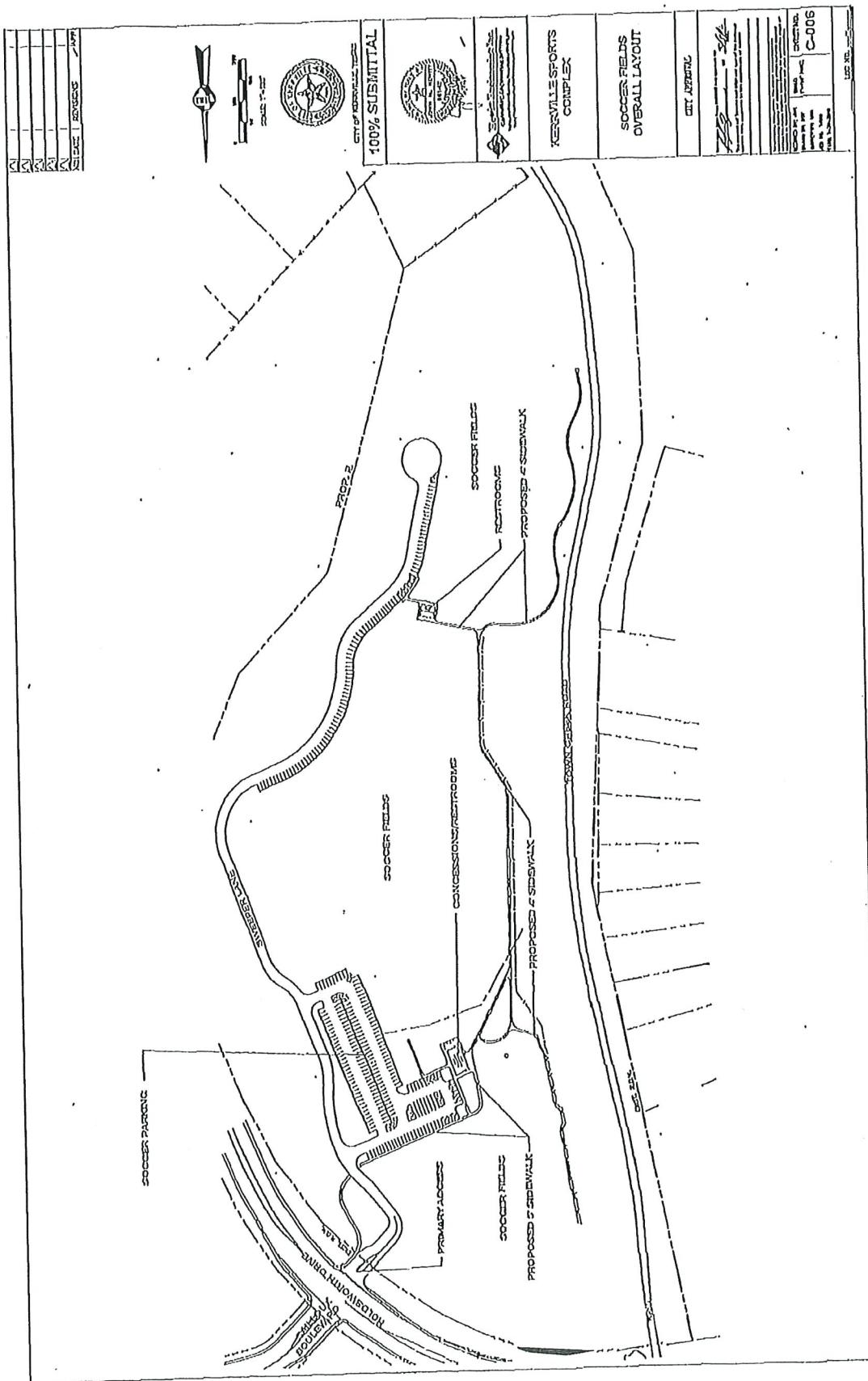


EXHIBIT A

**Exhibit A**



EXHIBIT B

CITY OF KERRVILLE  
PARTICIPANT'S WAIVER OF LIABILITY AND ASSUMPTION OF THE RISK

I agree that in consideration of my participation in soccer games and/or practice organized by Hill Country United Soccer Club ("HCUSC") to assume all risks associated with my participation in the game or practice, and on behalf of myself and my heirs, executors, and administrators, I waive all claims against, and release and hold harmless, the City of Kerrville and its officers, agents, and employees from and against any and all claims, damages, liabilities, causes of actions, losses, costs and expenses, including reasonable attorney's fees, arising out of or in connection with my participation in the game or practice, including without limitation, death, and personal injuries, which I may incur as a result of my participation in the game or practice, including any death and personal injuries that may result from the negligence of the City of Kerrville, or their officers, employees, or agents, or arising from any premises defect on the property on which the game or practice takes place.

The City of Kerrville reserves the right, and may give permission to the media, to photograph programs and participants at any of our facilities and properties or any sponsored activity. Please be aware that these photos are for promotional purposes and may be used in future publications and media communications in any format. If you do not wish to be photographed, please inform staff, and we will make reasonable efforts to honor your request. If you see staff taking pictures, and you do not wish to be photographed, please let us know. If you see a photo of yourself or a family member that causes you concern, please notify us. As a courtesy, we will make every reasonable effort to dispose of the image and will not use it in future publications. However, we will not be able to retrieve, destroy, or discontinue existing printed publications in which the photograph may have been included.

I warrant that I am of legal age and that I have read and fully understand the foregoing terms.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Participant Signature \_\_\_\_\_ (if participant is over 18)

Guardian Signature if participant is under 18 years of age \_\_\_\_\_

Guardian Name Printed \_\_\_\_\_

Participant Name (printed) \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DS

DATE (MM/DD/YYYY)

7/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LIC #40558248 Player's Health Cover USA Inc. 718 Washington Ave North #402 Minneapolis MN 55401	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): 612-345-9683 <b>E-MAIL ADDRESS:</b> certificates@playershealth.com  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Everest National Insurance Company <b>NAIC #</b> 10120
	<b>INSURER B:</b> Great American Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> South Texas Youth Soccer Association 2851 Joe DiMaggio Blvd. #23  Round Rock TX 78665	<b>INSURER B:</b> Great American Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** 115820 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUB'R INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE	\$ 1,000,000
A						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ EXCLUDED
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 5,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
						PARTICIPANT LEGAL LIAB	\$ 1,000,000
	<input checked="" type="checkbox"/> OTHER: PER EVENT						
	<input type="checkbox"/> AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	SI8ML03087-231	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
A						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	SI8EX01762-231	9/1/2023	9/1/2024	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B	Accident Medical		E758907-02	9/1/2023	9/1/2024	PER INJURY LIMIT	\$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate issued for sanctioned activities of the state soccer association.

Certificate Holder is Additional Insured as required by written agreement per policy endorsement ECG 20 600 05 09. This certificate is issued on behalf of: Hill Country United

Kerrville Sports Complex 117 Sweeper Lane Kerrville, TX 78028

## CERTIFICATE HOLDER

## CANCELLATION

City of Kerrville  701 Main St Kerrville TX 78028	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**TO BE CONSIDERED BY THE CITY  
COUNCIL  
CITY OF KERRVILLE, TEXAS**

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**SUBJECT:** City Council workshop minutes August 13, 2024. (S McElhannon, City Secretary)

**AGENDA DATE OF:** August 27, 2024      **DATE SUBMITTED:** July 26, 2024

**SUBMITTED BY:** Shelley McElhannon, City Secretary

**EXHIBITS:**

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

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

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**Kerrville 2050 Item?** No

**Key Priority Area**      N/A

**Guiding Principle**      N/A

**Action Item**      N/A

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**SUMMARY STATEMENT:**

City Council workshop minutes August 13, 2024 at 4:00 p.m.

**RECOMMENDED ACTION:**

Approve minutes as presented.

**ATTACHMENTS:**

[20240827\\_Minutes CC workshop 8-13-24.pdf](#)

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

**AUGUST 13, 2024 4:00 PM  
701 MAIN STREET, KERRVILLE, TEXAS**

**CALL TO ORDER:** On August 13, 2024 at 4:00 p.m., the City Council workshop was called to order by Mayor Joe Herring, Jr. at City Hall Council Chambers, 701 Main Street.

**COUNCILMEMBERS PRESENT:**

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

**COUNCILMEMBERS ABSENT:**

None

**CITY STAFF PRESENT:**

Dalton Rice, City Manager  
Mike Hayes, City Attorney  
Michael Hornes, Asst City Manager  
Chris McCall, Chief of Police

Kim Meismer, Asst City Manager  
Shelley McElhannon, City Secretary  
Yesenia Luna, Municipal Court Coordinator  
William Tatsch, Assistant City Attorney

**VISITOR(S) PRESENT:**

The Honorable Lucy Pearson, Presiding Judge of the Kerrville Municipal Court  
Mike Gershon, Consultant Attorney with Lloyd Gosselink Rochelle & Townsend PC (by video conference)

**1. PUBLIC COMMENT: None**

**2. INFORMATION AND DISCUSSION:**

2A. City's new Teen Court Program in conjunction with its Municipal Court.

Yesenia Luna, William Tatsch, and Judge Lucy Pearson provided information and responded to questions.

Mayor Herring requested a follow-up report six months from implementation of program.

Councilmember Jeff Harris made a motion to convene Executive Session under 551.071 (consultation with attorney), seconded by Councilmember Kent McKinney. The motion passed 5-0. At 4:27 p.m., the open workshop recessed and Council convened into closed Executive Session.

*Pursuant to Section 551.127 Texas Government Code, a consulting attorney will participate in this closed session from a remote location. A quorum of the City Council as well as the presiding officer will be physically present in the session, and the consulting attorney participating remotely will be visible and audible to City Council via video conference.*

**3. EXECUTIVE SESSION:**

3A. City's use of groundwater, operations of its conjunctive use water utility, and related permits. (551.071) (M Hayes, City Attorney)

At 5:29 p.m., the closed Executive Session adjourned and the open workshop reconvened. No action taken during Executive Session. The workshop adjourned immediately following executive session.

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

**ADJOURN.** The workshop adjourned at 5:29 p.m.

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

ATTEST:

---

Joe Herring, Jr., Mayor

---

Shelley McElhannon, City Secretary



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

---

**SUBJECT:** City Council meeting minutes August 13, 2024. (S McElhannon, City Secretary)

**AGENDA DATE OF:** August 27, 2024      **DATE SUBMITTED:** July 26, 2024

**SUBMITTED BY:** Shelley McElhannon, City Secretary

**EXHIBITS:**

---

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

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

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**Kerrville 2050 Item?** No

**Key Priority Area** N/A

**Guiding Principle** N/A

**Action Item** N/A

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**SUMMARY STATEMENT:**

City Council meeting minutes August 13, 2024 at 6:00 p.m.

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**RECOMMENDED ACTION:**

Approve minutes as presented.

**ATTACHMENTS:**

[\*20240827\\_Minutes CC meeting 8-13-24.pdf\*](#)

**CITY COUNCIL MINUTES  
REGULAR MEETING**

**KERRVILLE, TEXAS  
AUGUST 13, 2024 6:00 PM**

On August 13, 2024 at 6:00 p.m., Mayor Joe Herring, Jr. called the Kerrville City Council meeting to order in City Hall Council Chambers, 701 Main Street, provided the invocation and led the Pledge of Allegiance.

**COUNCILMEMBERS PRESENT:**

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

**COUNCILMEMBER ABSENT:**

None

**CITY EXECUTIVE STAFF:**

Dalton Rice, City Manager	Stuart Cunyus, Public Information Officer
Mike Hayes, City Attorney	Eric Maloney, Fire Chief
Michael Hornes, Asst City Manager	Chris McCall, Police Chief
Kim Meismer, Asst City Manager	Drew Paxton, Director Zoning/Development
Shelley McElhannon, City Secretary	Trina Rodriguez, Asst Director of Finance
Julie Behrens, Director of Finance	Charvy Tork, Director of IT
Jacob Bogusch, Finance Compliance Officer	Anello Zononi, Management Analyst
Ashlea Boyle, Director of Parks & Recreation	

**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.

Julie Davis, President Kerrville Convention and Visitors Bureau (KCVB)  
Deanna Allen, Chair of the Recovery Community Coalition Board  
Larry Howard, President of Board of Directors Arcadia Live! Theater

**1. ANNOUNCEMENTS OF COMMUNITY INTEREST:**

Community announcements and information provided by Stuart Cunyus, Drew Paxton, and Councilmember Delayne Sigerman.

**2. PRESENTATION(S):**

2A. Proclamation of Kerrville as a tourism friendly community.

Mayor Herring presented Julie Davis, KCVB Staff, and KCVB Board of Directors a proclamation proclaiming Kerrville a tourism friendly community.

2B. City Council 2050 Work Plan.

Anello Zononi and Dalton Rice provided information and responded to questions.

**3. VISITORS FORUM:** No person(s) signed up to speak.

**4. CONSENT AGENDA:**

Shelley McElhannon read item 4A caption into record. City Manager Dalton Rice advised Resolution captions are not required to be read into record (only Ordinance captions), per City Attorney Mike Hayes. Councilmember Kent McKinney pulled item 4F, and then motioned to adopt the Consent Agenda items excluding 4F, seconded by Councilmember Brenda Hughes. The motion passed 5-0.

4A. Resolution No. 33-2024. A Resolution authorizing the donation of surplus Eclipse Glasses to Astronomers without Borders.

4B. Resolution No. 34-2024. A Resolution authorizing the waiver for Parade and Parks fees for the Veterans of Foreign Wars Post 1480 and the Hill Country Veterans Center pursuant to events it plans to hold each year in the month of November in and around the City's Louise Hays Park.

4C. Construction Agreement between the City of Kerrville, Texas and RAM Utilities, LLC, for the First Street Manhole Replacement Project in the amount of \$248,524.10.

4D. Cyber Liability and Data Breach Interlocal Agreement as created by the Texas Municipal League Intergovernmental Risk Pool.

4E. Lease Agreement between MDR Commercial Properties LLC and the City of Kerrville, TX for the City's lease of a building for use by the Kerrville Fire Department for administration purposes.

4G. General Contract between the City of Kerrville and T.F. Harper & Associates L.P. for Guadalupe Park Renovations.

4H. City Council – Employee Benefits Trust Trustee meeting minutes July 23, 2024.

4I. City Council workshop minutes July 23, 2024.

4J. City Council meeting minutes July 23, 2024.

4K. City Council budget workshop minutes August 07, 2024.

**END OF CONSENT AGENDA.**

4F. General Contract between the City of Kerrville and T.F. Harper & Associates L.P. for Schreiner Park Renovations.

The following person(s) spoke:

- George Baroody

Ashlea Boyle will follow-up, and provide clarification.

Councilmember Hughes made a motion to adopt 4F the general contract, seconded by Councilmember Sigerman. The motion passed 5-0.

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

5A. Ordinance No. 2024-19. An Ordinance creating a "Planned Development District" (Zoning) to authorize Medium Density Residential District uses and Short-Term Rental units; consisting of Comanche Trace Phase 13, Block D, Lots 1 through 6; and more commonly known as 3001, 3003, 3005, 3007, 3009, and 3011 Club House Road; and Comanche Trace Phase 18, Lots 7 through 28, and more commonly known as 4528 Comanche Trace Drive, Units 7 through 28; adopting a concept plan and conditions; and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2024-19 caption into record.  
Drew Paxton provided information and responded to questions.

Mayor Herring opened the public hearing at 6:20 p.m.

No person(s) spoke.

Mayor Herring closed the public hearing at 6:20 p.m.

Councilmember Sigerman made a motion to approve this Ordinance as its been written on first reading, seconded by Councilmember Hughes. The motion passed 5-0.

5B. Ordinance No. 2024-20. An Ordinance amending Ordinance Nos. 2019-14 and 2021-25 which created and then amended a Planned Development District on an approximate 58.74 acre tracts of land out of the Joseph S. Anderson Survey No. 141, Abstract No. 2, and the J.S. Sayder Survey No. 142, Abstract No. 290; generally located north of and in the 1000 to 1200 block of Thompson Drive (Spur 98); this amendment to revise the previously adopted Land Use Table; and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2024-20 caption into record.

Drew Paxton provided information and responded to questions.

Mayor Herring opened the public hearing at 6:24 p.m. No person(s) spoke.

Mayor Herring closed the public hearing at 6:24 p.m.

Councilmember Jeff Harris made a motion to approve Ordinance No. 2024-20 on first reading, seconded by Councilmember McKinney. The motion passed 5-0.

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

6A. Ordinance No. 2024-22. An Ordinance amending Chapter 2, "Administration", Article IV "Boards and Commissioners", Section 2-91 "Senior Services Advisory Committee" of the Code of Ordinances of the City of Kerrville, Texas; by revising the meeting schedule, and providing other matters relating to this subject.

Shelley McElhannon read Ordinance No. 2024-22 caption into record.

Kim Meismer provided information and responded to questions.

Councilmember Hughes made a motion to approve Ordinance No. 2024-22 on first reading, seconded by Councilmember McKinney. The motion passed 5-0.

**7. CONSIDERATION AND POSSIBLE ACTION:**

7A. Presentation of the Proposed Budget for Fiscal Year 2025.

Dalton Rice and Julie Behrens provided information and responded to questions.

The following person(s) spoke:

- Jaclyn Hall
- George Baroody

Information only, no action.

7B. Resolution No. 31-2024. A Resolution setting forth the Ad Valorem (property) tax rate to be considered for adoption for the 2024 tax year; \$0.5595 per \$100 of assessed value; and calling a public hearing prior to the adoption of the tax rate and the Fiscal Year 2025 budget.

Julie Behrens and Dalton Rice provided information and responded to questions.

Councilmember McKinney motioned to adjust the tax rate up to the maximum allowed. Mayor Herring called for a second, with no second forthcoming. Motion died for lack of second.

Councilmember Harris made a motion to approve Resolution No. 31-2024, seconded by Councilmember Sigerman. The motion passed 4-1 with Mayor Herring, Councilmember Sigerman, Councilmember Harris, and Councilmember Hughes voting in favor, and Councilmember McKinney opposed.

7C. Resolution No. 35-2024. A Resolution waiving the Park Fees for International Overdose Awareness Day event within Louise Hays Park scheduled for August 31, 2024.

Ashlea Boyle and Deanna Allen provided information and responded to questions.

Councilmember Harris made a motion to approve Resolution No. 35-2024, seconded by Councilmember Hughes. The motion passed 5-0.

**8. INFORMATION AND DISCUSSION:**

8A. Presentation from Arcadia Live – Update on Kerrville’s 4<sup>th</sup> on the River celebration.

Julie Behrens introduced item. Larry Howard provided information and responded to questions.

Information only, no action.

Councilmember McKinney made a motion to convene Executive Session under 551.071 (consultation with attorney) and 551.087 (deliberation regarding economic development negotiations), seconded by Councilmember Harris. The motion passed 5-0. At 8:10 p.m., the open meeting recessed and Council convened into closed Executive Session.

**9. EXECUTIVE SESSION:**

9A. Economic Development projects (551.071, 551.087):

- Whiskey Springs, a mixed use development
- Tivy Commons, a mixed use development

At 8:49 p.m., the closed Executive Session adjourned and the open workshop reconvened. No action taken during Executive Session.

**10. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY. None**

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

- Councilmember McKinney – requested follow-up information on item 4F, and Councilmember Sigerman requested a map of the playground. Ashlea Boyle will provide information on \$1,500 utility underground survey for item 4F, and Michael Hornes will email a map of the playground.

**ADJOURN.** The meeting adjourned at 8:50 p.m.

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

APPROVED:

ATTEST:

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Joe Herring Jr., Mayor

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Shelley McElhannon, City Secretary



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

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**SUBJECT:**

Resolution No. 36-2024. A Resolution providing for the City's approval or disapproval of the Kerr Central Appraisal District's Fiscal Year 2025 budget. (*J Behrens, Director of Finance*)

**AGENDA DATE OF:** August 27, 2024      **DATE SUBMITTED:** July 16, 2024

**SUBMITTED BY:** Julie Behrens , Director of Finance

**EXHIBITS:**

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

**PAYMENT TO BE MADE TO:** Kerr Central Appraisal District

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**Kerrville 2050 Item?** No

**Key Priority Area** N/A

**Guiding Principle** N/A

**Action Item** N/A

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**SUMMARY STATEMENT:**

The Kerr Central Appraisal District (KCAD) provides appraisal services to the City of Kerrville and other taxing entities, including property valuations, annual reporting, and certified property tax rolls which are utilized to help formulate the property tax rate. Each taxing entity pays a portion of the KCAD budget, according to the entities portion of overall valuation. City Council has the authority to approve KCAD budget or provide a veto vote. All taxing entities have the same authority. The Chief Appraiser will be available if any questions.

**RECOMMENDED ACTION:**

Approve Resolution No. 36-2024.

**ATTACHMENTS:**

[20240827\\_Reso 36-2024 KCAD BUDGET 2025.pdf](#)  
[KCAD 2025 Proposed Budget.pdf](#)

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 36-2024**

**A RESOLUTION PROVIDING FOR THE CITY'S APPROVAL OR  
DISAPPROVAL OF THE KERR CENTRAL APPRAISAL DISTRICT'S  
FISCAL YEAR 2025 BUDGET**

**WHEREAS**, the Kerr Central Appraisal District ("KCAD") has submitted its proposed fiscal year 2025 budget to the City Council for consideration; and

**WHEREAS**, pursuant to state law, City Council must consider KCAD's budget and in the event Council does not approve, it must indicate this action via a resolution; and

**WHEREAS**, the City Council finds it to be in the public interest to either approve or disapprove of said proposed budget as indicated below;

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

The Kerr Central Appraisal District's proposed fiscal year 2025 budget, as set forth in **Exhibit A**, is \_\_\_\_\_ (*APPROVED OR DISAPPROVED*).

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

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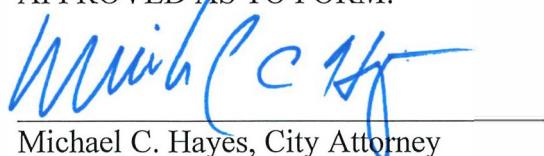
Joe Herring, Jr., Mayor

ATTEST:

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Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



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Michael C. Hayes, City Attorney

## **2025 Proposed Budget**

### **Kerr Central Appraisal District**

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

#### **BOARD MEMBERS**

Jack Burch, Chairman  
Bob Reeves, CTAC, Vice-Chairman  
Amy Billeiter, Secretary  
Rolinda Schmidt  
Lary Priour  
Wesley Holekamp

Sharon Constantinides, RPA, CCA  
Chief Appraiser

Line	Item	2024	2025	\$ Diff	% Diff	% Total
5006	Salaries	\$609,730	\$635,500	\$25,770	4.23%	48.69%
5010	Employer Portion of Ret	\$50,319	\$52,643	\$2,324	4.62%	4.03%
5012	Medicare Insurance	\$8,841	\$9,215	\$374	4.23%	0.71%
5015	Employee Medical Insur	\$135,247	\$135,321	\$74	0.05%	10.37%
5016	TX Employment Comm.	\$1,500	\$1,500	\$0	0.00%	0.11%
5017	Disability Insurance	\$8,750	\$8,750	\$0	0.00%	0.67%
5030	Appraisal Review Board	\$22,500	\$22,500	\$0	0.00%	1.72%
5034	Vehicle Replace. Res.	\$8,000	\$8,000	\$0	0.00%	0.61%
5035	Travel, Mileage & Maint.	\$18,000	\$18,000	\$0	0.00%	1.38%
5040	Annual Audit	\$11,850	\$11,850	\$0	0.00%	0.91%
5045	Mapping Expense	\$19,547	\$21,111	\$1,564	8.00%	1.62%
5055	Debt Service-Building	\$61,680	\$61,680	\$0	0.00%	4.73%
5070	Leased Equipment	\$6,350	\$6,954	\$604	9.51%	0.53%
5075	Telephone & Monitoring	\$4,390	\$4,674	\$284	6.47%	0.36%
5080	Utilities	\$8,350	\$8,350	\$0	0.00%	0.64%
5085	Facilities Maintance	\$16,103	\$19,954	\$3,851	23.91%	1.53%
5090	Consultant - Appraisal	\$64,200	\$71,200	\$7,000	10.90%	5.45%
5100	Legal & Consultants	\$15,000	\$15,000	\$0	0.00%	1.15%
5102	Legal ARB	\$2,000	\$2,000	\$0	0.00%	0.15%
5105	Liab-Workers Comp-Bldng-FF&E	\$10,600	\$11,600	\$1,000	9.43%	0.89%
5110	Taxpayer Assist & Ed	\$4,000	\$4,000	\$0	0.00%	0.31%
5115	Appraisal Guides & Tools	\$6,000	\$23,850	\$17,850	297.50%	1.83%
5120	Schools/Employee Ed.	\$7,500	\$7,500	\$0	0.00%	0.57%
5130	Postage	\$35,000	\$35,000	\$0	0.00%	2.68%
5135	Printing	\$15,000	\$15,000	\$0	0.00%	1.15%
5136	Professional Dues	\$2,520	\$2,500	(\$20)	-0.79%	0.19%
5140	Office Supplies	\$9,000	\$9,000	\$0	0.00%	0.69%
5145	Furni., Fixture & Equip	\$6,000	\$6,000	\$0	0.00%	0.46%
5150	Board of Directors	\$1,200	\$1,200	\$0	0.00%	0.09%
5155	Equip. Maint & Reserve	\$1,000	\$1,000	\$0	0.00%	0.08%
5170	Building Reserve	\$2,500	\$2,500	\$0	0.00%	0.19%
5180	Software Support	\$66,993	\$71,714	\$4,721	7.05%	5.49%
5200	Banking Fees	\$200	\$200	\$0	0.00%	0.02%
<b>TOTAL</b>	<b>TOTALS</b>	<b>\$1,239,870</b>	<b>\$1,305,266</b>	<b>\$65,396</b>	<b>5.27%</b>	<b>100.00%</b>

## **5006 Salaries:**

\* Indicates Registered Professional Appraiser (RPA) designation through the Texas Department Of Licensing and Registration.

<b>Positions</b>	<b>2024</b>	<b>2025</b>	Years of Experience
Chief Appraiser*	\$102,375	\$112,500	39
Deputy of Appraisal*	\$68,000	\$72,000	23
Deputy of Operations*	\$68,000	\$72,000	22
GIS/Abstractor*	\$63,000	\$65,000	26
Ag Appraiser-RPA*	\$46,985	\$48,500	10
BPP Appraiser*	\$45,360	\$49,500	8
Appraiser-RPA*	\$42,525	\$46,500	4
Appraiser-III	\$41,210	\$45,500	3
Appraiser-II	\$38,500	\$42,000	1
Appraiser-II	\$38,500	\$42,000	1
Exemption Clerk	\$38,500	\$40,000	2
Excess Funds	\$16,775	0	
<b>TOTALS</b>	<b>\$609,730</b>	<b>\$635,500</b>	

## **Total Benefits:**

<b>Position</b>	<b>2025 Salary</b>	<b>Medical</b>	<b>Retirement</b>	<b>Medicare</b>	<b>Unemp</b>	<b>Disability</b>	<b>Totals</b>
Chief Appraiser	<b>\$112,500</b>	\$12,302	\$9,000	\$1,631	\$136	\$795	\$136,364
Dep-Operations	<b>\$72,000</b>	\$12,302	\$5,760	\$1,044	\$136	\$795	\$92,037
Dep-Appraisals	<b>\$72,000</b>	\$12,302	\$5,760	\$1,044	\$136	\$795	\$92,037
BPP Appraiser	<b>\$49,500</b>	\$12,302	\$3,960	\$718	\$136	\$795	\$67,411
Appraiser-RPA	<b>\$46,500</b>	\$12,302	\$3,720	\$674	\$136	\$795	\$64,127
AG Appr-RPA	<b>\$48,500</b>	\$12,302	\$3,880	\$703	\$136	\$795	\$66,316
Appraiser-III	<b>\$45,500</b>	\$12,302	\$3,640	\$660	\$136	\$795	\$63,033
Appraiser-II	<b>\$42,000</b>	\$12,302	\$3,360	\$609	\$136	\$795	\$59,202
Appraiser-II	<b>\$42,000</b>	\$12,302	\$3,360	\$609	\$136	\$795	\$59,202
GIS/Abstractor	<b>\$65,000</b>	\$12,302	\$5,200	\$943	\$136	\$795	\$84,376
Exemp Spec	<b>\$40,000</b>	\$12,302	\$3,200	\$580	\$136	\$795	\$57,013
<b>Totals</b>	<b>\$635,500</b>	<b>\$135,321</b>	<b>\$50,840</b>	<b>\$9,215</b>	<b>\$1,500</b>	<b>\$8,750</b>	<b>\$841,126</b>

It is in the best interest of taxpayers as well as the taxing entities for the district to retain well trained and educated employees. Hiring from other districts for appraisers with an RPA designation and employees with experience and training has heightened due to the Comptroller's MAPS Review. The time required for an employee to earn their RPA designation takes approximately 5 years at a cost of more than \$20,000 to the district. It is vital that Kerr CAD remain competitive with other appraisal districts. There will be a total of 11 staff positions this year unchanged from last year.

The total salary line item for 2025 is \$635,500 which reflects an increase of 4.23% from 2024. The increases reflect wage adjustments to put Kerr CAD salaries in line with other districts. We are required by the Methods Assistance Program administered by the State of Texas Property Tax Assistance Division to display each employee's salary and benefits as well as the total salary and benefits for each employee. The total for salaries plus benefits is \$841,126 an increase of 3.48% over 2024.

**5010 - Employers Retirement:** KCAD has an independent employee retirement plan through John Hancock. All employees are required to participate in this plan. The Kerr CAD Board of Directors has elected to fund 8% of the employee's salary for their retirement plan. Employees also match an 8% contribution from their salary. Details as shown below:

Total Salaries	\$	635,500
KCAD Matching Percentage	\$	<u>X 0.08</u>
KCAD Contribution	\$	50,840
Administration Fee & Bond	\$	<u>1,803</u>
<b>TOTAL</b>	\$	<b>52,643</b>

**5012 - Employer Medicare:** KCAD is responsible for the Medicare tax on each of the employee's wages. This rate is equal to 1.45 percent of the first \$147,000 paid to each employee per year. Details of this item are as follows:

Total Salaries	\$ 635,500
Medicare Rate	<u>x 0.0145</u>
<b>TOTAL</b>	<b>\$ 9,215</b>

**5015 - Employee Medical Insurance:** Kerr CAD provides health insurance to its employees through the Texas Association of Counties. The carrier for Texas Association of Counties is Blue Cross / Blue Shield. The Texas Association of Counties rates for the 2024-2025 showed an increase of .5%

KCAD Contribution Per Month	\$1,025.16
Number of Employees	<u>x 11</u>
Total Monthly Contribution	\$ 11,276.76
Number of Months	<u>x 12</u>
<b>TOTAL Estimate</b>	<b>\$135,321</b>

**5016 - Texas Employment Commission:** KCAD is responsible for the payment of each employee's unemployment tax through the Texas Workforce Commission. This tax is a percentage of the first \$9,000 of the employee's quarterly salary. These rates change annually and are determined by how much the government employees' group has withdrawn for unemployment benefits. Based on the previous year, the line item will remain \$1,500.

**5017 -Disability Insurance:** The KCAD Board of Directors has elected to pay disability insurance in lieu of social security for KCAD employees. New employees will be under the same vesting requirements as other benefits. The line item will remain \$8,750.

**5030 - Appraisal Review Board:** KCAD is responsible for the Appraisal Review Board member's stipends. There are five members who serve on the ARB. This line item covers the ARB member's salary, travel, and training expenses and other expenses related to this board. The ARB is paid \$130 per full day and \$75 per half day. This line item will remain \$22,500 for this year.

**5034 - Vehicle Replacement Reserve:** The allocated amount for vehicle replacement will remain at \$8,000 for this year.

**5035 - Travel and Mileage:** The heaviest driving period for the CAD is the fall and winter months during our appraisal period. This line item also includes maintenance and tires. This item also includes other travel expense and also pertains to meals and hotel expense when employees are sent to school. The line item will remain at \$18,000 for this year.

**5040 - Annual Audit:** Section 6.063 of the Property Tax Code requires that the district have an annual audit by a Certified Public Accountant. The 2024 financial year audit will be conducted in 2025. The line item will remain at \$11,850 for 2025.

**5045 - Mapping Expense:** In previous years, Kerr CAD along with Kerr County, City of Kerrville, KPUB and Kerr 911 cooperated in funding a GIS mapping system called Eagleview (Pictometry). The system is a patented information system that combines aerial imaging with a software system allowing an appraiser to view and measure any structure, intersection, fire hydrant, tree or any feature in the county from a laptop or workstation. This technology has enabled the district to increase productivity, cut down on field trips and enhance appraisal of existing as well as the discovery of new taxable property. The investment in this system began in 2009. New flyover photos are taken every three years with the last scheduled flyover being completed in 2024. The next flyover is scheduled to be flown in January 2027. The Changefinder Technology enables the software to automatically identify structures that have been altered as well as identifying new structures and ones that have been removed. The line item will increase by \$1,564 to \$21,111 for 2025.

Mapping Supplies	\$3,000
Flyover Mapping	\$12,699
Changefinder Technology	\$5,412
Total	\$21,111

**5055 – Debt Service (Building):** Kerr CAD began construction on the new building May 2017 and moved into new facility December 2017. A construction loan was executed for a period of 24 months with payments of \$4,251.94 thru April 2019. At the end of the 24-month period, the remaining principal after a lump sum payment of \$350,000 rolled over into a permanent 20-year loan with payments of \$5,139.98 starting May 2019. The lump sum payment was from the sale of the old building along with the building reserve that the entities had allowed the district to retain in previous years. The line item will remain at \$61,680 for 2025.

**5070 - Leased Equipment:** The CAD leases a copy machine and a postage machine. The line item will increase by \$604 to \$6,954 for 2025.

**5075 - Telephone:** This item includes basic telephone service, long distance service, and Internet subscription. Additional lines were added in 2018 for the fire alarm and Appraisal Review Board phone hearings that are required to be provided. Also included in this line item are the monitoring fees for fire and security. The line item will increase by \$284 to \$4,674 for 2025.

**5080 - Utilities:** The District's utility expense covers city water, sewer and electricity. The line item remain at \$8,350 for 2025.

**5085 - Facilities Maintenance:** Building and grounds maintenance includes trash pickup, building cleaning, lawn care and pest control. Due to the increase in cost, this line item is increased by \$3,851 to \$19,954 for 2025. The details of this maintenance are as follows:

<u>Expense</u>	<u>\$/Month</u>	<u>\$/Year</u>
Trash Pickup	\$ 62	\$ 744
Janitorial Service	\$600	\$7,200
Lawn Service	\$100	\$1,200
Annual Fire Inspection & Recharge		\$ 70
Skelton Fire Alarm		
Monitoring, testing & Annual Inspection		\$3,840
Pest Control	\$63.25/Quarter	\$ 253
Unifirst (Rugs & Restroom Supplies)		\$5,500
Document Shredding		\$ 200
TOTAL		\$19,954

**5090 - Consultant – Appraisal:** KCAD contracts out the appraisals on utilities, minerals, pipelines, and industrial properties to the industrial appraisal firm of Capitol Appraisal Group of Austin Texas. The annual contract amount for Kerr CAD's utilities, mineral, pipelines and industrial properties for this year's budget is \$16,200. Kerr CAD also contracts with Eagle Appraisal and Consulting a professional tax appraisal firm that appraises the commercial properties in Kerr County. Beginning 2021, the Eagle Appraisal and Consulting contract included the appraisal of apartments within Kerr County. Many appraisal districts are using contractors as a cost-efficient method of ensuring their values are meeting the stringent requirements of the Comptroller's Property Value Study and the Methods Assistance Program Study. Contracting is a valuable tool in helping ensure that all taxpayers are treated equitably as well keeping expenses down. The contract amount for Eagle Appraisal and Consulting for 2025 has increased by \$7,000 to \$52,000 for 2025. A recap of the total for this line item is below:

Capitol Appraisal Group	\$16,200
Eagle Appraisal and Consulting	\$52,000
Litigation Consultant Fee	\$ 3,000
Total	\$71,200

**5100 - Consultant – Legal & Expert Witness:** KCAD changed law firms June 2017 to Perdue, Brandon, Fielder, Collins & Mott L.L.P. The monthly retainer fee is \$250. The fees are \$215//hour for attorneys in regard to litigation and \$95/hour for paralegal and legal secretarial work. Other related expenses such as travel expenses as needed are paid by the district. The line item will remain at \$15,000 for 2025.

**5102 – Legal ARB :** Legislation has mandated Appraisal Review Boards retain separate legal counsel from Appraisal Districts. Historically the need for legal counsel for the Kerr Appraisal Review Board has been minimal. The line item will remain at \$2,000 for 2025.

**5105 - Liability & Workers Compensation – Building, FF&E Insurance:** This line item covers workers compensation, general liability, automotive liability, errors and omissions, and real and personal property insurance as well as liability related to our retirement program. The carrier for this insurance is the Texas Municipal League Intergovernmental Risk Pool (TML). The line item will increase by \$1,000 to \$11,600.

**5110 - Taxpayer Assistance & Education:** This line item includes required newspaper advertisements, , tax workshops and related education & assistance directed to taxpayer/appraisal district relations. The line item will remain at \$4,000 for 2025.

**5115 - Appraisal Guides & Tools:** This line item includes property asset listings, appraisal guides and information services. SB 1801 (Homestead Exemption Audit) requires that an appraisal district implement a program for the periodic review of each residence homestead every 5 years. The additional cost for this service is \$17,850 quoted by True Roll. The line item will increase due to the additional requirement to \$23,850 for 2025.

**5120 - Schools and Employee Education:** According to Section 5.04, of the Property Tax Code, an appraisal district shall reimburse an employee for all actual and necessary expenses, tuition, other fees and costs of materials incurred in attending, with the Chief Appraiser's approval, a course or training program conducted or by the Texas Department of Licensing and Regulation. The item remains \$7,500 for 2025.

**5130 - Postage:** Kerr CAD uses an outside mailing firm to print and mail the required appraisal notices. This saves the district some postage and helps ensure a timely mailing of appraisal notices. Kerr CAD elected to mail notices only to property owners whose values increased by more than \$1,000, had a change of ownership, filed a rendition or had new account created for tax year. Significant savings have occurred since this practice was initiated but postage cost have continued to increase along with the cost of being required to send state mandated notices by certified mail. The line item will remain at \$35,000 for 2025.

**5135 - Printing:** This line item includes expenses such as printing of Notices of Appraised Value. The state mandated additional mailings per SB2 to begin in 2021. This item remains at \$15,000 for 2025.

**5136 - Dues:** This line item is devoted to the registration of the district and employees with different state agencies and trade organizations. Registration with the Texas Department of Licensing and Regulation is a requirement by law. Affiliation with the Texas Association of Appraisal Districts allows KCAD to enroll in state classes for reduced tuition and keeps the district informed of changing rules and laws. Being a member of TAAD also requires us to be a member of the local Southwest Chapter. Membership in the International Association of Assessing Officers is now required by the MAPS review and also requires membership in the Texas Association of Assessing Officers. The district receives a discounted price for items purchased through the Texas Building & Procurement Commission. The district also pays a membership for the Visa charge card. This line item will increase by \$40 to \$2,500 for 2025.

Texas Department of Licensing & Regulation	\$ 450
Texas Association of Appraisal Districts	\$1,500
Texas Association of Appraisal Districts Southwest Chapter	\$ 75
International Association of Assessing Officers	\$ 240
Texas Association of Assessing Officers	\$ 100
Texas Building & Procurement Commission	\$ 100
Visa Charge Membership	\$ 35
TOTAL	\$2,500

**5140 - Office Supplies:** This line item includes all miscellaneous office supplies used in the district. These items include paper, envelopes, writing utensils, toner cartridges, and other supplies. This line item remains at \$9,000 for 2025.

**5145 - Furniture, Fixtures & Equipment:** This line item includes upgrading and replacement of desktop computers and printers. Also providing tablets or laptops along with electronic measuring devices for use in the field. This line item remains at \$6,000 for 2025.

**5150 - Board of Directors:** This line item is utilized to purchase director manual and reference material for the Board of Directors. A portion of this line item is also utilized to purchase awards of appreciation to outgoing board members and name plaques. Because of increased duties, responsibilities as well as increased liability associated with being a board member this line item includes education for board members. The line item will remain at \$1,200.

**5155 - Equipment Maintenance:** This item includes the maintenance of PC computers, networks, postage machine and copy machines. The line item will remain at \$1,000.

**5170 - Building Reserve:** The district used this reserve for the land purchase and some of the expenses related to the construction of the new facility. The reserve was also used as part of the lump sum payment for the building loan that was made April 2019. The reserve fund will continue to be used for any future building expenses. The line item will remain at \$2,500.

**5180 - Software Support – True Automation:** Kerr CAD converted their old appraisal computer system to True Automation in October of 2006. True Automation is the largest CAD appraisal software company in the state. True Automation calls their system the PACS System. This line item provides for continuing maintenance and support of the PACS System by True Automation. This system contains active tax records and rolls for each taxing entity and individual property owner in the county housing almost forty thousand (40,000) property tax parcels. Every property account is recorded, updated, and appraised using this system and the tax roll is generated resulting in the values used to levy taxes for every taxing entity and taxpayer serviced by Kerr CAD. True Automation has notified the district that the software support and maintenance for this year will be increasing. The line item will increase to \$71,714 for 2025.

PACS System	\$68,799
Online Backup	\$2,915
Total	\$71,714

**5200 – Banking Fees:** We are being assessed service charges on our bank account which will remain \$200 annually.

**Note:** The “estimated” entity allocation is shown on the next page which is based on the 2023 values and tax rates. The “official” entity allocation will be available after the certification of the 2024 values and the 2024 tax rates have been adopted by the taxing entities.

	2023 Cert Net Tax or Freeze Adj. Tax	2023 Tax Rate	Levy Freeze	Tax on Total Levy	% of Allocation	2025
City of Ingram	\$147,023,510	0.405	595,445.22	\$595,445.22	0.5940%	<b>7,754</b>
City of Kerrville	\$2,306,461,915	0.5595	12,904,654.41	\$16,796,707.10	16.7571%	<b>218,725</b>
Kerr Emerg. Dist. #1	\$1,082,577,393	0.0128	138,569.91	\$138,569.91	0.1382%	<b>1,804</b>
Kerr Emerg. Dist. #2	\$259,711,316	0.0282	73,238.59	\$73,238.59	0.0731%	<b>954</b>
Kerr County	\$5,563,546,116	0.4074	22,665,886.88	\$7,401,848.32	\$30,067,735.20	<b>29.9969%</b>
Lateral Roads	\$5,547,704,188	0.0226	1,253,781.15	517,113.88	\$1,770,895.03	<b>1.7667%</b>
Lake Ingram Estates Rd	\$18,912,003	0.1151	21,767.72	\$21,767.72	0.0217%	<b>283</b>
Center Point ISD	\$409,468,888	0.6692	2,740,165.80	\$321,880.55	\$3,062,046.35	<b>3.0548%</b>
Comfort ISD	\$216,940,324	0.9626	2,088,267.56	510,463.27	\$2,598,730.83	<b>2.5926%</b>
Divide ISD	\$103,495,882	0.708	732,750.84	22,750.54	\$755,501.38	<b>0.7537%</b>
Harper ISD	\$66,346,761	0.6692	443,992.52	79,043.38	\$523,035.90	<b>0.5218%</b>
Hunt ISD	\$608,805,825	0.7392	4,500,292.66	428,176.47	\$4,928,469.13	<b>4.9169%</b>
Ingram ISD	\$713,757,804	0.9537	6,807,108.18	788,634.55	\$7,595,742.73	<b>7.5778%</b>
Kerrville ISD	\$2,889,863,429	0.8492	24,540,720.24	4,388,505.13	\$28,929,225.37	<b>28.8610%</b>
Medina ISD	\$16,062,526	0.8952	143,791.73	215.51	\$144,007.24	<b>0.1437%</b>
Upper Guadalupe River A.	\$8,142,952,707	0.0125	1,017,869.09	\$1,017,869.09	1.0155%	<b>13,255</b>
Headwaters Groundwater	\$8,142,782,915	0.006757	550,207.84	\$550,207.84	0.5489%	<b>7,165</b>
Kerr Emerg Dist #3	\$578,848,686	0.093	538,329.28	\$538,329.28	0.5371%	<b>7,010</b>
Kerr Emerg Dist #4	\$722,348,091	0.017828	128,780.22	\$128,780.22	0.1285%	<b>1,677</b>
<b>TOTAL EST LEVY</b>	<b>81,885,619.82</b>	<b>18,350,684.29</b>	<b>\$100,236,304.11</b>	<b>100.0000%</b>	<b>1,305,266</b>	
<b>2025 Budget</b>					<b>\$1,305,266</b>	



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

**SUBJECT:** Proposed amendment(s) to Ordinance No. 2024-10, which authorized the vacation, abandonment, and closure of a segment of a public right-of-way known as Knapp Road. (Presented by Thompson Partners, LLC, Applicant)

**AGENDA DATE OF:** August 27, 2024      **DATE SUBMITTED:** August 9, 2024

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

### EXHIBITS:

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

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

**Kerrville 2050 Item?** No

**Key Priority Area** N/A

**Guiding Principle** N/A

**Action Item** N/A

### SUMMARY STATEMENT:

In April 2024, City Council approved Ordinance No. 2024-10, abandoning a portion of Knapp Road, which exists south of the Guadalupe River. The ordinance included the following condition related to providing an adjacent property owner with an alternative access way to a public road:

*"A. Applicant and the other private property owner with direct access to the Knapp Road Segment shall provide the City with evidence of an agreement between these two parties as to the Applicant's completion of an alternative, direct access to the owner, such completion to include paving in compliance with the City's regulations."*

The applicant and the property owner have been unable to agree to an alternative access way. Pursuant to Council's meeting rules, the applicant placed this item on the agenda for Council's consideration.

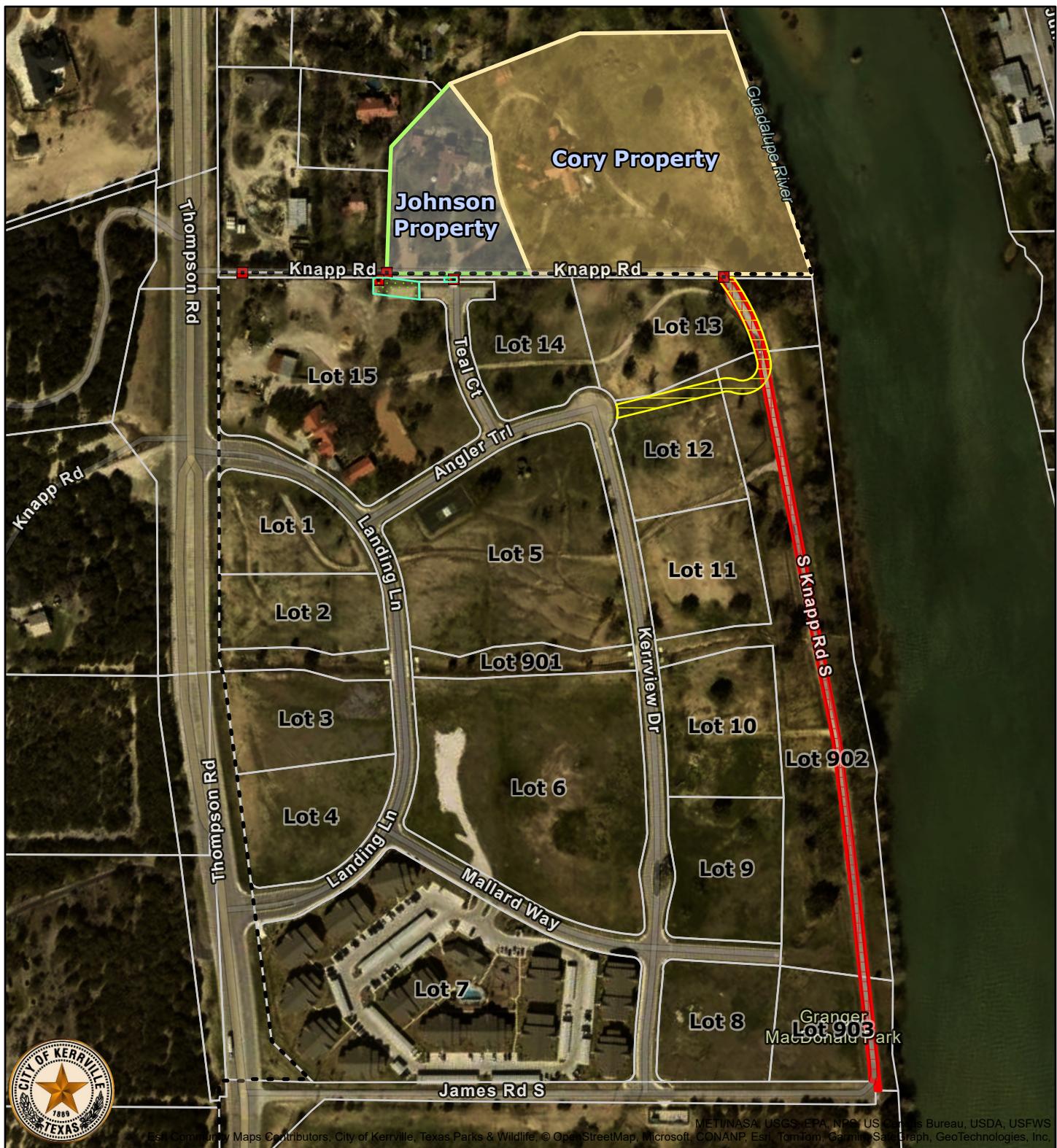
### RECOMMENDED ACTION:

Consideration and possible action.

### ATTACHMENTS:

[20240827 Map Exhibit\\_KnappRdAbandonment.pdf](#)  
[20240827\\_Proposed Replat The Landing 20240605.pdf](#)

## **EXHIBIT A**



- Gate
- Cory Property
- Proposed Access Easement
- Johnson Property
- Knapp Road Abandonment
- Tax Parcel
- Existing Access Easement
- Kerrville City Limit

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.

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

**SUBJECT:** Designation of Rights in Artwork Murals (Agreements) for "Birds and Blossoms", "River Reflections", and "Life Beneath the Surface" between the City of Kerrville, Texas and DAAS, the artist. (A Boyle, Director of Parks & Recreation)

**AGENDA DATE OF:** August 27, 2024      **DATE SUBMITTED:** August 16, 2024

**SUBMITTED BY:** Ashlea Boyle, Director Parks & Recreation

### 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** P - Parks / Open Space / River Corridor

**Guiding Principle** N/A

**Action Item** P6.7 - Encourage an art program or other enhancements for the walls under the Sidney Baker bridge; i.e., history like the lumber mill in Ingram

### **SUMMARY STATEMENT:**

The public art installation contracts for three Highway 16 bridge underpass support walls in Louise Hays Park are attached for consideration. This is an initiative of the Community Arts Program, and TxDOT has approved the art. The murals are entitled *Birds and Blossoms*, *River Reflections*, and *Life Beneath The Surface*. The final designs are attached. This initiative aligns with Kerrville 2050, specifically addressing action item P6.7, which advocates for developing an art program or other enhancements for the walls beneath the Sidney Baker Bridge.

*Birds and Blossoms* features a pair of striking golden-cheeked warblers, a nod to the unique bird species native to the area. They perch amidst a colorful, geometric foliage, symbolizing the harmony between the region's fauna and flora.

*River Reflections* transports viewers into the serene, colorful woods along the river.

The mosaic-like depiction of trees, water, and a solitary deer creates a sense of peace and reflection, capturing the essence of the local ecosystem.

*Life Beneath The Surface* dives into the aquatic world of the Guadalupe River, showcasing a variety of fish species in a kaleidoscope of colors and shapes. This vibrant underwater scene

highlights the river's vital role in supporting a diverse array of wildlife.

This item was presented at the August 27th City Council workshop as well. If approved, the art is scheduled to begin in fall 2024. Staff recommends approval of these agreements.

**RECOMMENDED ACTION:**

Approval of the agreements.

**ATTACHMENTS:**

[\*20240827\\_Contract\\_Artist DAAS Birds and Blossoms.pdf\*](#)  
[\*20240827\\_Contract\\_Artist DAAS River Reflections.pdf\*](#)  
[\*20240827\\_Contract\\_Artist DAAS LifeBeneathSurface.pdf\*](#)  
[\*20240827\\_Community Arts Program\\_CCworkshop.pdf\*](#)

## DESIGNATION OF RIGHTS IN ARTWORK MURAL: *Birds and Blossoms*

This Designation of Rights in Artwork (the "Agreement") is entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the "Effective Date") by and between the Artist DAAS (the "Artist") and the City of Kerrville located at 701 Main Street, Kerrville, Texas 78028 (the "City") (collectively known as the "PARTIES"), with respect to this original visual artwork described below (hereinafter referred to as the "Final Artwork").

### I. DEFINITIONS

- A. Copyrights: Means the intangible property rights in original works of authorship fixed in any tangible medium of expression, as defined and enforceable under the U.S. Copyright Act of 1976. The Original works of authorship include all categories of artistic work protectable under the copyright laws, including but not limited to, pictorial, graphic, sculptural, architectural and visual art works.
- B. Material Object: means the tangible visual Final Artwork created and installed on ASSIGNEE's real property by ASSIGNOR.
- C. VARA: means the Visual Artists Rights Act of 1990, 17 U.S.C. §101, et. seq., which confers upon authors of works of visual arts, several types of attribution and integrity rights, including the right to prevent any intentional distortion, mutilation, or other modification of that work.
- D. Final Artwork: Means all creative content developed or created by the Artist that form the final Material Object of the work provided by the Artist and accepted by the City. Artist acknowledges that the Final Artwork includes Preliminary Works and the Material Object that are incorporated and made part of the final representation of the Final Artwork. The Final Artwork is hereby incorporated by reference and made part of this Agreement and a photograph of the Final Artwork is attached as Exhibit A.

### II. DESCRIPTION OF FINAL ARTWORK

- A. Title: *Birds and Blossoms*
- B. Size: Mural: not to exceed 28 feet wide x 60 feet tall
- C. Category of Work: Graphic
- D. Installation Location: Underpass Support Wall  
Highway 16 at Guadalupe River  
Kerrville Louise Hays Park  
Kerrville, Texas 78028
- E. Year Final Artwork Created: 2024
- F. Artist: DAAS

### **III. OWNERSHIP AND RIGHTS RELATED TO THE FINAL ARTWORK**

- A. Title. Title to the Artwork passed to the City upon completion of the Final Artwork.
- B. Waiver of Rights Under Visual Artists Rights Act of 1990 (VARA). Artist understands and agrees that, as to his or her rights in the Final Artwork, the provisions of this Agreement shall supersede the provisions of VARA, as amended, including but not limited to §106A(a) and §113, as to the Artwork, and that execution of this Agreement by Artist shall constitute a waiver by the Artist, as permitted in VARA, as amended, of any and all rights or protections in the Final Artwork, and any uses of the Final Artwork whatsoever, set out in or otherwise granted by VARA, as amended, including but not limited to §106A(a) and §113, or otherwise in the nature of “Droit Moral” under which artists claim an interest in their work. The Artist understands that removal of the Final Artwork from the Site or replacement of the Site may subject the Final Artwork to destruction, distortion, mutilation, or other modification.
- C. Artist’s Remaining Retained Rights in the Final Artwork. Artist retains: (i) all rights, title and interest in the Final Artwork including all copyrights, but expressly excluding any rights in the Artwork under VARA, as amended, including but not limited to §106A(a) and §113, or otherwise in the nature of “Droit Moral” under which artists claim a continuing interest in their products and in the maintenance or modification of their products; and (ii) all rights expressly granted in this Agreement. Artist’s waived rights as described above are, insofar as such rights are transferable, assigned to City. In view of the intention that the Final Artwork in its final dimension is unique, Artist agrees not to make any additional exact duplicate, two or three-dimensional reproductions of the Final Artwork, including but not limited to miniatures or jewelry applications, nor shall Artist grant permission to others to do so except with the written permission of City. The restriction for duplication or reproduction shall not apply to the Artist’s use of photographic reproductions of the Artwork in portfolio or in critical and scholarly writings. Artist grants the City and its assigns an irrevocable license to make two-dimensional reproductions of the Final Artwork for non-commercial purposes, in the sole discretion of City and its assigns, including but not limited to reproductions used in advertising brochures, media publicity, and catalogues or other similar publications.
- D. Notice. All reproductions by City shall contain a credit to the Artist and copyright notice substantially in the following form: DAAS, 2024.
- E. Credit to City. Artist shall give a credit reading substantially, “an original work owned and commission by the City of Kerrville, Texas” in any public showing under Artist’s control or reproduction of the Artwork.

F. Registration. Artist shall at his or her expense cause to be registered, with the United States Register of Copyrights, a copyright of the Artwork in this Artist's name.

G. Artist's Rights:

1. Maintenance and Repair.
  - a. City shall have the right to determine, in its sole discretion when and if maintenance, repairs and restorations to the Artwork will be made.
  - b. All repairs and restorations shall be made in accordance with recognized principles of conservation; however, City will not prevent the Final Artwork from being destroyed naturally by its exposure to weather and external elements.
2. Damage. Subject to subsection 5 below, City agrees that it will not intentionally damage, alter, or modify the Artwork with the prior written approval of Artist.
3. Notification to Artist. City shall endeavor to notify Artist of any proposed alteration of the Site that would affect the intended character of the Final Artwork.
4. Removal, Relocation, Sale, Donation or Destruction. Artist understands that the Final Artwork is located on property belonging to the State of Texas. Therefore, nothing in this Agreement shall preclude any right of the City or State, in either of its sole discretion, to paint over the Final Artwork, or of the State, in its sole discretion to destroy the Final Artwork in order to replace or make repairs to the bridge. If City shall at any time decide to destroy the Final Artwork or learns that the State will be destroying the Final Artwork, City shall notify Artist of the City's or State's intention to destroy the Final Artwork. Artist agrees that his or her rights in connection with the destruction of the Artwork are as described in this subsection 4; as set out above, Artist waives any rights that he or she might have in connection with the removal or destruction of the Artwork under VARA, as amended, including but not limited to §106A(a) and §113.
5. Artist's Address. Artist shall notify City of changes in his or her address. The failure to do so, if such failure prevents City from locating Artist, shall be deemed a waiver by Artist of the rights granted to Artist in this Section G, or otherwise retained by Artist, the exercise of which requires response by Artist. A mailing of notice by City by certified mail with return receipt requested to the address of Artist or of his or her attorney currently on file with City at the time of such mailing, shall be deemed to be an adequate notification effort by City hereunder.

6. **Surviving Covenants.** The covenants and obligations set forth in this Section shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferees and all their successors in interest, and City's covenants do attach and run with the Final Artwork and shall be binding to and until twenty (20) years after the death of the Artist or upon the destruction of the Final Artwork, whichever occurs first. However, the obligations imposed upon City by Sections (G)(1) through (G)(4) shall terminate on the death of Artist or upon the destruction of the Final Artwork, whichever occurs first.

#### **IV. ACCREDITATION AND PROMOTIONS BY ARTIST**

- A. ARTIST retains the right to reproduce, publish and display the Final Artwork in ARTIST's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purpose of recognition of creative excellence or professional advancement and to be credited with authorship of the Final Artwork in connection with such uses.

#### **V. DELIVERY**

- A. ARTIST must properly sign, date, and notarize this Agreement and attach the required Exhibit A, necessary to give effect to this Agreement. ARTIST shall provide to CITY the original wet signature Agreement with the attached above-mentioned Exhibit. ARTIST will receive a copy of the fully executed Agreement.

#### **VI. FURTHER AGREEMENTS**

- A. **SEVERANCE AND SURVIVAL.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The indemnity provisions shall survive termination, cancellation, expiration or non-renewal of this Agreement.
- B. **AMENDMENTS.** This Agreement contains all the commitments and the agreements of the Parties and any oral or written commitments not contained herein shall not affect or alter any term or condition of this Agreement. This Agreement may be amended or modified in writing by the mutual agreement of the Parties.
- C. **VENUE.** Each Party agrees that if legal action is brought under this Agreement, then exclusive venue shall lie in Kerr County, Texas.

D. APPLICABLE LAW. This Agreement must be read and construed according to the laws of the State of Texas, and the Parties submit to the jurisdiction of the State of Texas.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed personally or by their authorized officers the day and year written below.

SIGNED THIS the \_\_\_\_ day of \_\_\_\_\_, 2024.

**ARTIST:**

\_\_\_\_\_  
DAAS

On this the \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me the artist legally and professionally known as DAAS and proved to me on satisfactory evidence to be the person whose name is subscribed to the above Designation of Rights in Artwork, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on this Designation of Rights in Artwork, did himself execute this Agreement.

SUBSCRIBED AND SWORN TO BEFORE ME this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of Texas

Commission Expires: \_\_\_\_\_

CITY OF KERRVILLE

By: \_\_\_\_\_  
Dalton Rice, City Manager

ATTEST:

\_\_\_\_\_  
Shelly McElhannon, City Secretary

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ashlea Boyle, Dir. of Parks and Rec.

APPROVED AS TO FORM:

\_\_\_\_\_  
William L. Tatsch, Asst. City Attorney

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Exhibit A  
Photograph of completed “Birds and Blossoms”

LOUISE HAYS PARK UNDERPASS MURALS | DAAS

## DESIGN CONCEPT

“Birds and Blossoms” features a pair of striking golden-cheeked warblers, a nod to the unique bird species native to the area. They perch amidst a colorful, geometric foliage, symbolizing the harmony between the region's fauna and flora.



## DESIGNATION OF RIGHTS IN ARTWORK

### MURAL: *River Reflections*

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#### II. DESCRIPTION OF FINAL ARTWORK

- A. Title: *River Reflections*
- B. Size: Mural: not to exceed 28 feet wide x 60 feet tall
- C. Category of Work: Graphic
- D. Installation Location: Underpass Support Wall  
Highway 16 at Guadalupe River  
Kerrville Louise Hays Park  
Kerrville, Texas 78028
- E. Year Final Artwork Created: 2024
- F. Artist: DAAS

### **III. OWNERSHIP AND RIGHTS RELATED TO THE FINAL ARTWORK**

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed personally or by their authorized officers the day and year written below.

SIGNED THIS the \_\_\_\_ day of \_\_\_\_\_, 2024.

**ARTIST:**

\_\_\_\_\_  
DAAS

On this the \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me the artist legally and professionally known as DAAS and proved to me on satisfactory evidence to be the person whose name is subscribed to the above Designation of Rights in Artwork, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on this Designation of Rights in Artwork, did himself execute this Agreement.

SUBSCRIBED AND SWORN TO BEFORE ME this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of Texas

Commission Expires: \_\_\_\_\_

CITY OF KERRVILLE

By: \_\_\_\_\_  
Dalton Rice, City Manager

ATTEST:

\_\_\_\_\_  
Shelly McElhannon, City Secretary

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ashlea Boyle, Dir. of Parks and Rec.

APPROVED AS TO FORM:

\_\_\_\_\_  
William L. Tatsch, Asst. City Attorney

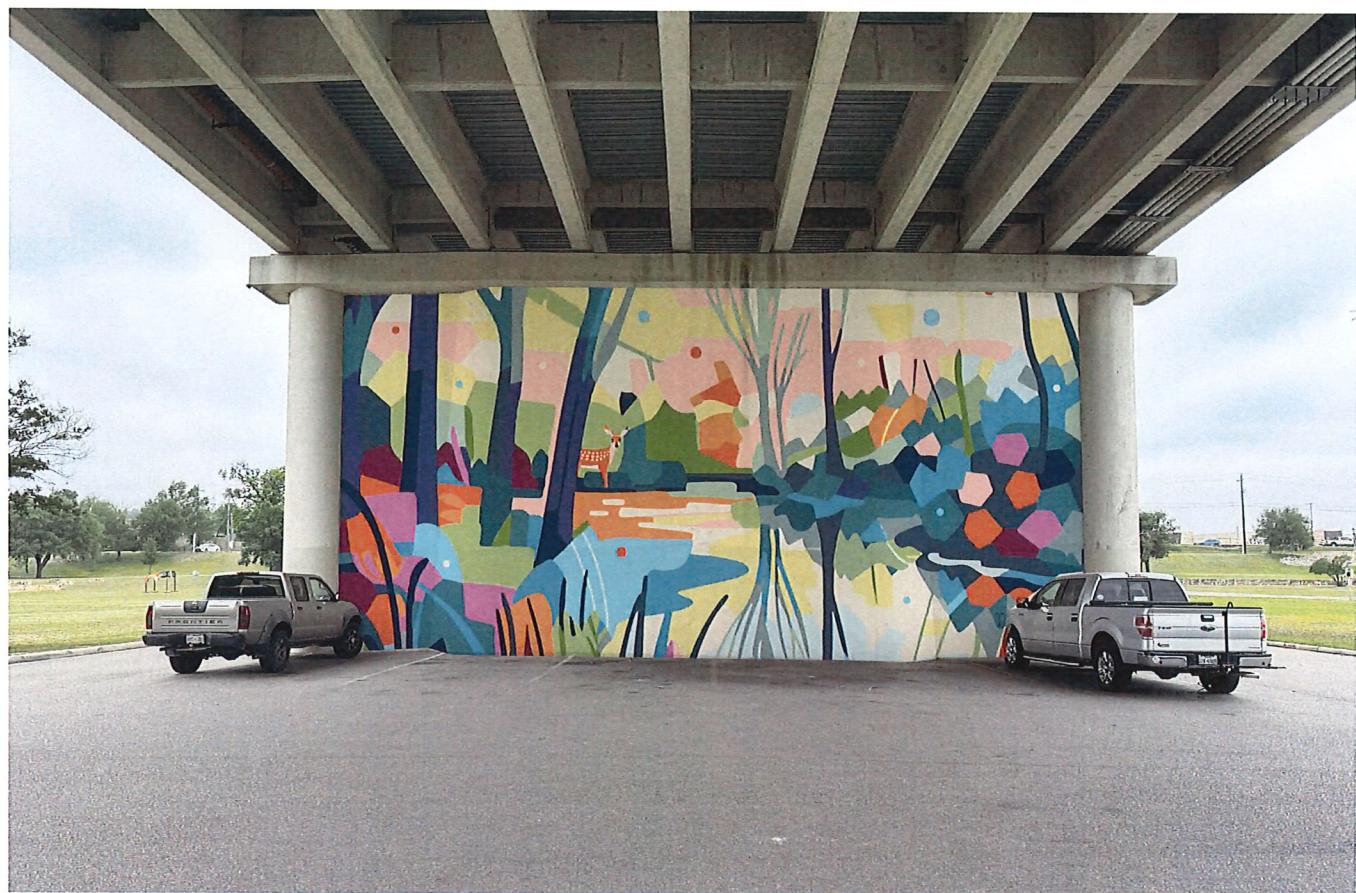
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Exhibit A  
Photograph of completed “River Reflections”

## LOUISE HAYS PARK UNDERPASS MURALS | DAAS

### DESIGN CONCEPT

“River Reflections” transports viewers into the serene, colorful woods along the river. The mosaic-like depiction of trees, water, and a solitary deer creates a sense of peace and reflection, capturing the essence of the local ecosystem.



**DESIGNATION OF RIGHTS IN ARTWORK**  
**MURAL: *Life Beneath The Surface***

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**I. DEFINITIONS**

- A. Copyrights: Means the intangible property rights in original works of authorship fixed in any tangible medium of expression, as defined and enforceable under the U.S. Copyright Act of 1976. The Original works of authorship include all categories of artistic work protectable under the copyright laws, including but not limited to, pictorial, graphic, sculptural, architectural and visual art works.
- B. Material Object: means the tangible visual Final Artwork created and installed on ASSIGNEE's real property by ASSIGNOR.
- C. VARA: means the Visual Artists Rights Act of 1990, 17 U.S.C. §101, et. seq., which confers upon authors of works of visual arts, several types of attribution and integrity rights, including the right to prevent any intentional distortion, mutilation, or other modification of that work.
- D. Final Artwork: Means all creative content developed or created by the Artist that form the final Material Object of the work provided by the Artist and accepted by the City. Artist acknowledges that the Final Artwork includes Preliminary Works and the Material Object that are incorporated and made part of the final representation of the Final Artwork. The Final Artwork is hereby incorporated by reference and made part of this Agreement and a photograph of the Final Artwork is attached as Exhibit A.

**II. DESCRIPTION OF FINAL ARTWORK**

- A. Title: *Life Beneath The Surface*
- B. Size: Mural: not to exceed 28 feet wide x 60 feet tall
- C. Category of Work: Graphic
- D. Installation Location: Underpass Support Wall  
Highway 16 at Guadalupe River  
Kerrville Louise Hays Park  
Kerrville, Texas 78028
- E. Year Final Artwork Created: 2024
- F. Artist: DAAS

### **III. OWNERSHIP AND RIGHTS RELATED TO THE FINAL ARTWORK**

- A. Title. Title to the Artwork passed to the City upon completion of the Final Artwork.
- B. Waiver of Rights Under Visual Artists Rights Act of 1990 (VARA). Artist understands and agrees that, as to his or her rights in the Final Artwork, the provisions of this Agreement shall supersede the provisions of VARA, as amended, including but not limited to §106A(a) and §113, as to the Artwork, and that execution of this Agreement by Artist shall constitute a waiver by the Artist, as permitted in VARA, as amended, of any and all rights or protections in the Final Artwork, and any uses of the Final Artwork whatsoever, set out in or otherwise granted by VARA, as amended, including but not limited to §106A(a) and §113, or otherwise in the nature of “Droit Moral” under which artists claim an interest in their work. The Artist understands that removal of the Final Artwork from the Site or replacement of the Site may subject the Final Artwork to destruction, distortion, mutilation, or other modification.
- C. Artist’s Remaining Retained Rights in the Final Artwork. Artist retains: (i) all rights, title and interest in the Final Artwork including all copyrights, but expressly excluding any rights in the Artwork under VARA, as amended, including but not limited to §106A(a) and §113, or otherwise in the nature of “Droit Moral” under which artists claim a continuing interest in their products and in the maintenance or modification of their products; and (ii) all rights expressly granted in this Agreement. Artist’s waived rights as described above are, insofar as such rights are transferable, assigned to City. In view of the intention that the Final Artwork in its final dimension is unique, Artist agrees not to make any additional exact duplicate, two or three-dimensional reproductions of the Final Artwork, including but not limited to miniatures or jewelry applications, nor shall Artist grant permission to others to do so except with the written permission of City. The restriction for duplication or reproduction shall not apply to the Artist’s use of photographic reproductions of the Artwork in portfolio or in critical and scholarly writings. Artist grants the City and its assigns an irrevocable license to make two-dimensional reproductions of the Final Artwork for non-commercial purposes, in the sole discretion of City and its assigns, including but not limited to reproductions used in advertising brochures, media publicity, and catalogues or other similar publications.
- D. Notice. All reproductions by City shall contain a credit to the Artist and copyright notice substantially in the following form: DAAS, 2024.
- E. Credit to City. Artist shall give a credit reading substantially, “an original work owned and commission by the City of Kerrville, Texas” in any public showing under Artist’s control or reproduction of the Artwork.

F. Registration. Artist shall at his or her expense cause to be registered, with the United States Register of Copyrights, a copyright of the Artwork in this Artist's name.

G. Artist's Rights:

1. Maintenance and Repair.
  - a. City shall have the right to determine, in its sole discretion when and if maintenance, repairs and restorations to the Artwork will be made.
  - b. All repairs and restorations shall be made in accordance with recognized principles of conservation; however, City will not prevent the Final Artwork from being destroyed naturally by its exposure to weather and external elements.
2. Damage. Subject to subsection 5 below, City agrees that it will not intentionally damage, alter, or modify the Artwork with the prior written approval of Artist.
3. Notification to Artist. City shall endeavor to notify Artist of any proposed alteration of the Site that would affect the intended character of the Final Artwork.
4. Removal, Relocation, Sale, Donation or Destruction. Artist understands that the Final Artwork is located on property belonging to the State of Texas. Therefore, nothing in this Agreement shall preclude any right of the City or State, in either of its sole discretion, to paint over the Final Artwork, or of the State, in its sole discretion to destroy the Final Artwork in order to replace or make repairs to the bridge. If City shall at any time decide to destroy the Final Artwork or learns that the State will be destroying the Final Artwork, City shall notify Artist of the City's or State's intention to destroy the Final Artwork. Artist agrees that his or her rights in connection with the destruction of the Artwork are as described in this subsection 4; as set out above, Artist waives any rights that he or she might have in connection with the removal or destruction of the Artwork under VARA, as amended, including but not limited to §106A(a) and §113.
5. Artist's Address. Artist shall notify City of changes in his or her address. The failure to do so, if such failure prevents City from locating Artist, shall be deemed a waiver by Artist of the rights granted to Artist in this Section G, or otherwise retained by Artist, the exercise of which requires response by Artist. A mailing of notice by City by certified mail with return receipt requested to the address of Artist or of his or her attorney currently on file with City at the time of such mailing, shall be deemed to be an adequate notification effort by City hereunder.

6. **Surviving Covenants.** The covenants and obligations set forth in this Section shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferees and all their successors in interest, and City's covenants do attach and run with the Final Artwork and shall be binding to and until twenty (20) years after the death of the Artist or upon the destruction of the Final Artwork, whichever occurs first. However, the obligations imposed upon City by Sections (G)(1) through (G)(4) shall terminate on the death of Artist or upon the destruction of the Final Artwork, whichever occurs first.

#### **IV. ACCREDITATION AND PROMOTIONS BY ARTIST**

- A. ARTIST retains the right to reproduce, publish and display the Final Artwork in ARTIST's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purpose of recognition of creative excellence or professional advancement and to be credited with authorship of the Final Artwork in connection with such uses.

#### **V. DELIVERY**

- A. ARTIST must properly sign, date, and notarize this Agreement and attach the required Exhibit A, necessary to give effect to this Agreement. ARTIST shall provide to CITY the original wet signature Agreement with the attached above-mentioned Exhibit. ARTIST will receive a copy of the fully executed Agreement.

#### **VI. FURTHER AGREEMENTS**

- A. **SEVERANCE AND SURVIVAL.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The indemnity provisions shall survive termination, cancellation, expiration or non-renewal of this Agreement.
- B. **AMENDMENTS.** This Agreement contains all the commitments and the agreements of the Parties and any oral or written commitments not contained herein shall not affect or alter any term or condition of this Agreement. This Agreement may be amended or modified in writing by the mutual agreement of the Parties.
- C. **VENUE.** Each Party agrees that if legal action is brought under this Agreement, then exclusive venue shall lie in Kerr County, Texas.

D. APPLICABLE LAW. This Agreement must be read and construed according to the laws of the State of Texas, and the Parties submit to the jurisdiction of the State of Texas.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed personally or by their authorized officers the day and year written below.

SIGNED THIS the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ARTIST:**

\_\_\_\_\_  
DAAS

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me the artist legally and professionally known as DAAS and proved to me on satisfactory evidence to be the person whose name is subscribed to the above Designation of Rights in Artwork, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on this Designation of Rights in Artwork, did himself execute this Agreement.

SUBSCRIBED AND SWORN TO BEFORE ME this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of Texas

Commission Expires:\_\_\_\_\_

CITY OF KERRVILLE

By: \_\_\_\_\_  
Dalton Rice, City Manager

ATTEST:

Shelly McElhannon, City Secretary

APPROVED AS TO CONTENT:

Ashlea Boyle, Dir. of Parks and Rec.

APPROVED AS TO FORM:

William L. Tatsch, Asst. City Attorney

T:\Legal\PARKS & RECREATION\Contract\Public Art\Designation of Rights in Artwork\_Life Beneath the Surface\_Draft\_080724.docx

Exhibit A  
Photograph of completed “Life Beneath The Surface”

## LOUISE HAYS PARK UNDERPASS MURALS | DAAS

### DESIGN CONCEPT

“Life Beneath The Surface” dives into the aquatic world of the Guadalupe River, showcasing a variety of fish species in a kaleidoscope of colors and shapes. This vibrant underwater scene highlights the river's vital role in supporting a diverse array of wildlife.





## LOUISE HAYS PARK UNDERPASS MURALS | DAAS

These vibrant murals, located under the Louise Hays Park Underpass Bridge along the Guadalupe River in Kerrville, TX, celebrate the region's rich natural beauty and biodiversity. Each mural is a vivid, abstract portrayal of local wildlife and landscapes, transforming the concrete pillars into a dynamic outdoor gallery.

The first mural titled "Birds and Blossoms" features a pair of striking golden-cheeked warblers, a nod to the unique bird species native to the area. They perch amidst a colorful, geometric foliage, symbolizing the harmony between the region's fauna and flora.

The second mural titled "River Reflections" transports viewers into the serene, colorful woods along the river. The mosaic-like depiction of trees, water, and a solitary deer creates a sense of peace and reflection, capturing the essence of the local ecosystem.

The third mural titled "Life Beneath The Surface" dives into the aquatic world of the Guadalupe River, showcasing a variety of fish species in a kaleidoscope of colors and shapes. This vibrant underwater scene highlights the river's vital role in supporting a diverse array of wildlife.

Together, these murals weave a cohesive narrative that honors and celebrates the natural wonders of Kerrville, inspiring both locals and visitors to appreciate and protect the environment.



LOUISE HAYS PARK UNDERPASS MURALS | DAAS

"Birds and Blossoms" features a pair of striking golden-cheeked warblers, a nod to the unique bird species native to the area. They perch amidst a colorful, geometric foliage, symbolizing the harmony between the region's fauna and flora.



pg.2

LOUISE HAYS PARK UNDERPASS MURALS | DAAS

"River Reflections" transports viewers into the serene, colorful woods along the river. The mosaic-like depiction of trees, water, and a solitary deer creates a sense of peace and reflection, capturing the essence of the local ecosystem.



pg.3

LOUISE HAYS PARK UNDERPASS MURALS | DAAS

"Life Beneath The Surface" dives into the aquatic world of the Guadalupe River, showcasing a variety of fish species in a kaleidoscope of colors and shapes. This vibrant underwater scene highlights the river's vital role in supporting a diverse array of wildlife.



pg.4

LOUISE HAYS PARK UNDERPASS MURALS | DAAS



pg.5



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

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**SUBJECT:** Financial report for month-ended July 31, 2024. (*J Behrens, Director of Finance*)

**AGENDA DATE OF:** August 27, 2024      **DATE SUBMITTED:** June 23, 2024

**SUBMITTED BY:** Julie Behrens , Director of Finance

**EXHIBITS:**

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

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

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**Kerrville 2050 Item?** No

**Key Priority Area**      N/A  
**Guiding Principle**      N/A  
**Action Item**      N/A

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**SUMMARY STATEMENT:**

**RECOMMENDED ACTION:**

na

**ATTACHMENTS:**

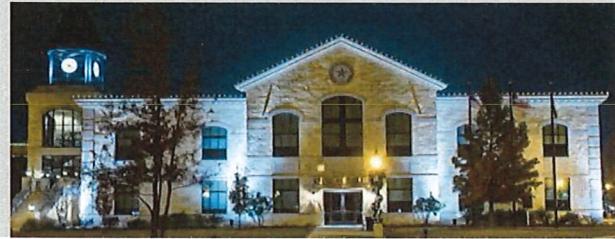
[\*20240827\\_Presentation Finance July 2024.pdf\*](#)

# 2024



## FINANCIAL REPORT MONTH ENDING JULY 31, 2024

### CITY COUNCIL MEETING AUGUST 27, 2024



#### GENERAL FUND

##### GENERAL FUND - BUDGET SUMMARY JULY 31, 2024

	FY2024		FY2024 YTD		FY2024 YTD Actual	Better/Worse Than Estimated
	Current Budget	Budget Estimate				
<b>REVENUES</b>						
Property Tax	11,957,339	11,873,638	12,360,558	486,920		
Sales Tax	10,523,261	8,555,411	8,297,092	(258,319)		
Franchise Fees	2,233,534	1,550,073	1,359,086	(190,987)		
<b>Total Taxes</b>	<b>24,714,134</b>	<b>21,979,122</b>	<b>22,016,736</b>	<b>37,614</b>		
Permits and Fees	235,610	203,331	170,680	(32,651)		
Intergovernmental Revenue	1,872,507	1,733,942	1,768,931	34,989		
Service Revenue	5,621,288	4,525,137	4,751,292	226,156		
Recreation Revenue	1,876,551	1,550,031	1,424,307	(125,724)		
Fines and Forfeitures	429,500	350,472	274,578	(75,894)		
Grant & Donation Revenue	44,902	36,280	44,023	7,743		
Interest and Miscellaneous	932,724	752,708	857,182	104,473		
Operating Transfer In	2,411,858	2,009,882	2,009,882	-		
<b>TOTAL REVENUES</b>	<b>\$ 38,139,074</b>	<b>\$ 33,140,905</b>	<b>\$ 33,317,610</b>	<b>\$ 176,705</b>		
<b>EXPENDITURES</b>						
Personnel	27,207,149	22,489,430	21,899,621	589,808		
Supplies	1,860,524	1,460,325	1,455,769	4,556		
Maintenance	4,108,237	2,917,259	2,395,661	521,599		
Services	3,047,392	2,530,554	2,461,881	68,673		
Other Expenses	691,006	616,239	345,109	271,130		
Operating Transfers Out	1,810,160	1,668,763	1,668,763	-		
<b>TOTAL EXPENDITURES</b>	<b>\$ 38,724,469</b>	<b>\$ 31,682,570</b>	<b>\$ 30,226,803</b>	<b>\$ 1,455,767</b>		

##### Revenues:

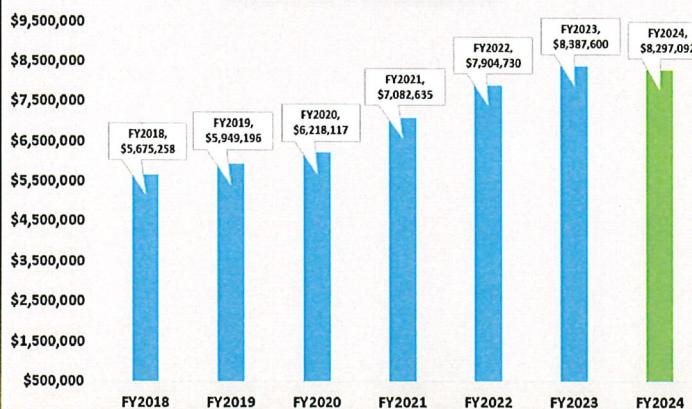
- Taxes and Franchise fees are \$38K better than budget estimate
  - Sales Tax is \$258K behind budget estimate (more detail in coming slides)
    - July 24 8.5% down compared to July 23
    - Manufacturing down 12%
    - Retail down 8%
    - Wholesale up 14%
    - Food Service down 3%
  - Franchise Fees \$191K behind budget estimate
  - Service Revenue \$226K better than budget estimate
    - Primary due to EMS
  - Recreation Revenue \$126K behind budget estimate
  - Interest Income \$104K better than current budget estimate
    - Currently receiving on average 5% in the Pools / Investments
    - Increased Interest Revenue budget mid-year due to performance
  - Originally budgeted 3% of average cash balance

##### Expenses:

- Personnel \$890K better than budget estimate
  - Includes salaries, overtime, benefits, training, travel
- Maintenance \$522K better than budget estimate
  - Street Paving timing
- Services \$69K ahead estimate
- Other \$271K better than estimate but contingency is in this category and is difficult to predict until closer to year-end

## GENERAL FUND- SALES TAX

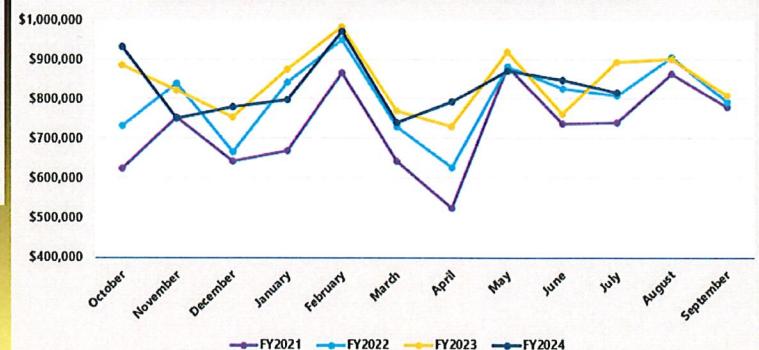
### HISTORICAL SALES TAX REVENUE COMPARISONS YEAR-TO-DATE THROUGH JULY



### SALES TAX HISTORICAL INFORMATION

- FY2024 is budgeted slightly less than FY2023 based on trends and other economic factors
- Graph on left illustrates YTD revenues
- \$258K behind budget estimate & \$90K behind last year
  - FY2024 through July:
    - 41% higher than FY2019
    - 18% higher than FY2021
- The graph on the bottom right illustrates a historical view of monthly sales tax

### HISTORICAL SALES TAX REVENUE MONTHLY TRENDS



## WATER FUND

### WATER FUND - BUDGET SUMMARY JULY 31, 2024

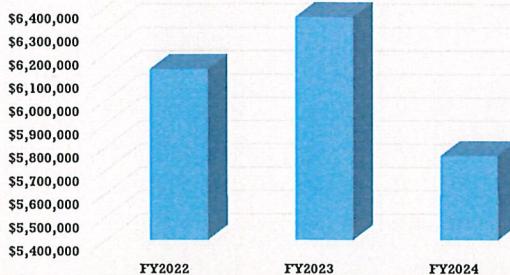
	FY2024	FY2024 YTD	FY2024 YTD Actual	Better/Worse Than Estimated	FY2023 YTD	Change from YTD FY2023	% Change from YTD FY2023
	Current Budget	Budget Estimate		Actual	Actual	Actual	Actual
<b>REVENUES</b>							
Water	7,550,971	5,789,329	5,157,267	(632,062)	5,561,805	(404,538)	-7.3%
Sewer	6,856,655	5,667,025	5,707,259	40,234	5,339,448	367,812	6.9%
Reuse	175,000	103,600	115,972	12,372	127,283	(11,311)	-8.9%
Waste Disposal	350,000	295,260	251,982	(43,278)	276,978	(24,996)	-9.0%
Interest & Misc	274,500	194,236	288,459	94,223	225,121	63,338	28.1%
Taps & Meters / Other Fees	471,800	404,238	368,161	(36,077)	356,040	12,121	3.4%
<b>Total Revenue</b>	<b>\$ 15,678,926</b>	<b>\$ 12,453,689</b>	<b>\$ 11,889,101</b>	<b>\$ (564,589)</b>	<b>\$ 11,886,675</b>	<b>\$ 2,426</b>	<b>0.0%</b>
<b>EXPENDITURES</b>							
Personnel	4,477,166	3,508,755	3,365,819	142,936	3,229,971	135,848	4.2%
Supplies	916,380	681,604	618,298	63,306	698,843	(80,545)	-11.5%
Maintenance	1,157,071	962,914	715,984	246,930	981,797	(265,813)	-27.1%
Services	1,137,981	913,229	931,068	(17,839)	952,060	(20,992)	-2.2%
Other Expenses	298,292	248,577	65,799	182,777	63,678	2,121	3.3%
Capital	177,778	93,689	129,684	(35,995)	133,480	(3,797)	-2.8%
Operating Transfers Out	7,424,183	6,240,986	6,240,986	-	7,174,383	(933,398)	-13.0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 15,588,851</b>	<b>\$ 12,649,754</b>	<b>\$ 12,067,638</b>	<b>\$ 582,116</b>	<b>\$ 13,234,213</b>	<b>\$ (1,166,575)</b>	<b>-8.8%</b>

Revenues as of July 31, 2024

- Water \$632K (11%) behind budget estimate
  - Estimate based on rates in FY2024 budget and average consumption by category & tier
  - \$405K (7%) behind last year
- Sewer \$40K ahead of budget estimate
  - Sewer much more stable revenue source because residential rates remain the same month over month
  - \$368K ahead of last year
- Reuse \$12K better than budget estimate
- Expenses:**
  - Personnel \$143K better than budget estimate largely due to vacancies
  - Supplies better than estimate by \$63K
  - Maintenance \$247K better than budget estimate.
  - Services behind estimate by \$18K
    - Legal services impacting this category
  - Other \$183K better than estimate but contingency is in this category and is difficult to predict until closer to year-end

## WATER & SEWER THROUGH AUGUST 2024 BILL CYCLES

### Water Sales

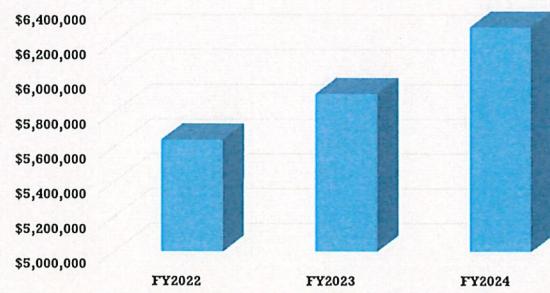


#### Revenues:

Sewer \$52K ahead of budget estimate

- Sewer much more stable revenue source because residential rates remain the same month over month
- \$384K ahead of last year

### Sewer



#### Revenues:

- Water \$843K behind budget estimate
  - Estimate based on rate increase in FY2024 budget and average consumption by category & tier
  - \$595K behind last year

## DEVELOPMENT SERVICES FUND

### DEVELOPMENT SERVICES FUND - BUDGET SUMMARY JULY 31, 2024

	FY2024	FY2024 YTD	FY2024 YTD Actual	Better/Worse Than Estimated		FY2023 YTD	Change from
	Current Budget	Budget Estimate			Estimated	Actual	YTD FY2023
<b>REVENUES</b>							
Permits & Fees	926,648	772,207	484,946	(287,261)		803,305	(318,359)
Interest & Misc	5,000	4,167	1,981	(2,186)		3,528	(1,547)
Transfers-In	259,756	216,463	218,426	1,963		177,880	40,546
<b>Total Revenue</b>	<b>\$ 1,191,405</b>	<b>\$ 992,837</b>	<b>\$ 705,353</b>	<b>\$ (287,484)</b>		<b>\$ 984,712</b>	<b>\$ (279,360)</b>
<b>EXPENDITURES</b>							
Personnel	1,068,846	890,705	874,000	16,705		783,916	90,084
Supplies	12,488	10,407	7,897	2,510		9,874	(1,977)
Maintenance	41,694	34,745	29,185	5,560		30,011	(825)
Services	63,443	52,869	48,553	4,315		78,044	(29,490)
Other Expenses	4,934	4,112	3,033	1,079		2,628	406
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,191,405</b>	<b>\$ 992,837</b>	<b>\$ 962,669</b>	<b>\$ 30,168</b>		<b>\$ 904,472</b>	<b>\$ 58,197</b>

- Permits and Fees \$287K behind budget estimate.
- Expenses \$58K better than budget estimate. Heavily personnel driven – difficult to reduce expenses.

# HOTEL OCCUPANCY TAX

## HOTEL OCCUPANCY TAX FUND - BUDGET SUMMARY JULY 31, 2024

	FY2024 Original Budget	FY2024 Current Budget	FY2024 YTD Budget Estimate	FY2024 YTD Actual	Better/Worse Than Estimated
<b>REVENUES</b>					
Taxes	1,719,032	1,719,032	1,461,177	1,412,753	(48,424)
Merchandise Sales & Other	25,000	87,126	72,605	202,303	129,698
Eclipse Sponsors/Donations	40,000	40,000	33,333	94,950	61,617
CAP Grant	100,000	100,000	150,000	150,000	-
Interest & Misc	35,086	35,086	29,238	93,368	64,130
<b>Total Revenue</b>	<b>\$ 1,919,117</b>	<b>\$ 1,981,243</b>	<b>\$ 1,746,353</b>	<b>\$ 1,953,374</b>	<b>\$ 207,021</b>
<b>EXPENDITURES</b>					
Supplies	-	-	2,678	2,678	-
Maintenance	-	-	2,969	2,969	-
Services (including CVB)	1,432,602	1,432,602	1,193,835	1,100,988	92,847
Other (including events)	454,500	1,014,500	781,165	604,635	176,530
Transfers	85,000	1,085,001	70,833	70,833	-
<b>Total Expenditures</b>	<b>\$ 1,972,102</b>	<b>\$ 3,532,103</b>	<b>\$ 2,048,803</b>	<b>\$ 1,782,103</b>	<b>\$ 269,377</b>

Revenue overall \$207K better than the budget estimate primarily due to eclipse merchandise sold & donations for eclipse

- Occupancy Tax \$48K behind budget estimate (includes \$60K in audit payments)

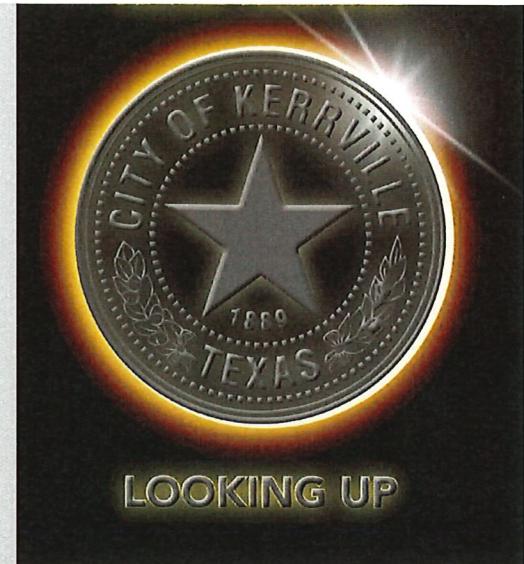
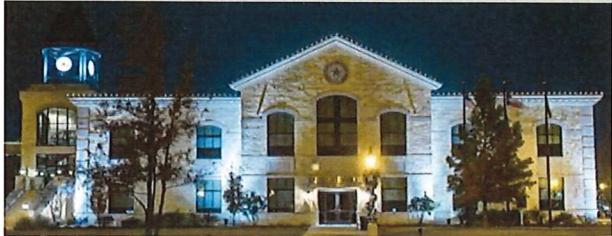
Expenses \$269M better than the budget estimate – does not include \$1M commitment to HHHC due to timing of project expenses.

## COMING UP...

September 10 <sup>th</sup> :	Public Hearing & First Reading Proposed Budget & Tax Rate
September 23rd – 26 <sup>th</sup> :	FY2024 Audit Begins
September 30 <sup>th</sup> :	Year-End Close
October 1 <sup>st</sup> :	FY2025 Begins

2024

**QUESTIONS?**





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

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**SUBJECT:** Appointment to the Building Board of Adjustment and Appeals. (*Item eligible for Executive Session 551.074*) (S McElhannon, City Secretary)

**AGENDA DATE OF:** August 27, 2024      **DATE SUBMITTED:** July 26, 2024

**SUBMITTED BY:** Shelley McElhannon, City Secretary

**EXHIBITS:**

---

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

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

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**Kerrville 2050 Item?** No

**Key Priority Area** N/A

**Guiding Principle** N/A

**Action Item** N/A

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**SUMMARY STATEMENT:**

Two regular member vacancies and two alternate member vacancies will exist August 31, 2024.

Four applications have been received: Jennifer Hyde (*currently a regular member and eligible for reappointment as regular member*); James Reeves; Crystal Smith, and Wayne Uecker (*currently an alternate member and is eligible for reappointment as a regular member or alternate member*).

The interview team is Councilmember Sigerman and Councilmember Harris.

Drew Paxton is staff liaison.

**RECOMMENDED ACTION:**

Appoint member(s).



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

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**SUBJECT:** Appointment of member(s) to the Main Street Advisory Board. (S *McElhannon*,  
*City Secretary*)

**AGENDA DATE OF:** August 27, 2024      **DATE SUBMITTED:** July 26, 2024

**SUBMITTED BY:** Shelley McElhannon, City Secretary

**EXHIBITS:**

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

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

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**Kerrville 2050 Item?** Yes

**Key Priority Area**      C - Community / Neighborhood Character and Place Making  
**Guiding Principle**      N/A  
**Action Item**      N/A

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**SUMMARY STATEMENT:**

Four vacancies will exist August 31, 2024.

Two application received: Debbi Lehr, and Lanza Teague (eligible for reappointment).

Council interview team: Mayor Herring and Councilmember Sigerman.

Staff Liaison: Anello Zanoni

**RECOMMENDED ACTION:**

Appoint member(s).