

**KERRVILLE CITY COUNCIL AGENDA**  
**REGULAR COUNCIL MEETING, JANUARY 8, 2019, 6:00 PM**  
**CITY HALL COUNCIL CHAMBERS**  
**701 MAIN STREET, KERRVILLE, TEXAS**

**CALL TO ORDER**

**INVOCATION:**

Offered by Mayor Bill Blackburn

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**1. ANNOUNCEMENTS OF COMMUNITY INTEREST:**

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

**2. 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. City Council may not discuss or take any action on an item but may place the issue on a future agenda. The number of speakers will be limited to the first ten speakers and each speaker is limited to four minutes.

**3. PRESENTATIONS:**

3.A Presentation of the Texas Police Chiefs Association's Certificate of Re-recognition.

Attachments:

[AB\\_Presentation\\_of\\_the\\_TPCA\\_Certificate\\_of\\_Re-Recognition.docx](#)

**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 District Office Lease Contract for City property located at 715 Water Street with Representative Andrew Murr for use as a local office.

Attachments:

[AB\\_Lease renewal for 715 Water St..docx](#)

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The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-257-8000 for further information.

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time: b January 4, 2019 at 5:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

## [Lease for 715 Water Street.pdf](#)

4.B Minutes for the regular City Council meeting held on December 11, 2018.

Attachments:

[AB\\_Minutes for 12-12-18.docx](#)

[2018 1211.docx](#)

4.C Resolution No. 02-2019 ordering that a General Election be held on May 4, 2019, for the election of two City Councilmembers; appointing election Judges; adopting an Election Counting System; establishing a Central Counting Station; appointing a Central Counting Station Manager; appointing a Tabulation Supervisor; appointing the Central Counting Station Presiding Judge; and authorizing the early processing of ballots.

(Resolucion 02-2019, que decreta que las elecciones generales se lleven a cabo el 4 de Mayo del 2019 para elegir dos Concejales Municipales; nombrar a los Jueces Electorales; adoptar un sistema electrononico de conteo de votos; establecer una Estacion Central de Conteо; nombrar a un Administrador(a) de la Stacion Central de Conteо; nombrar a un Supervisor(a) de Tabulacion; designar al Juez Presidente de la Estacion Central de Conteо; y autorizar el Procesamiento Temprano de los Votos Electorales)

Attachments:

[AB\\_Election Resolution 2019.docx](#)

[Resolution No. 02-2019.pdf](#)

[AB\\_Election Resolution 2019-spanish.docx](#)

[Resolution General Election 2019 Spanish.docx](#)

## **END OF CONSENT AGENDA**

### **5. EXECUTIVE SESSION I**

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

551.087 (Business Prospect/Economic Development)

5.A Hotel/Conference Center.

### **6. PUBLIC HEARING AND ORDINANCES, FIRST READING:**

6.A Ordinance No. 2019-02 amending the City's "Zoning Code" by changing the Zoning District for an approximate 6.790 acres, consisting of Lots 1 and 2, H.E.B. Addition and portions of Lots 300-302 and Lots 348-349, Block 48 of the Schreiner 2nd Addition, both Subdivisions within the City of Kerrville, Kerr County, Texas, and more commonly known as the property located at 300 Main Street (State Hwy. 27); by removing the property from 11-C Zoning District and placing it within by removing the property from the 11-C Zoning District and placing it within the Central Business Zoning District (CBD); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of Two Thousand Dollars (\$2000.00); ordering publication, and providing other matters relating to the subject.

Attachments:

[AB\\_HEB-CBDzoning.docx](#)

[Ordinance No. 2019-02.pdf](#)

2018-073 - Zoning - 300 Main.pdf  
HEB site plan.pdf



6.B Ordinance No. 2019-03 abandoning, vacating, and closing two public rights-of-way consisting of a portion of Hays Street as it extends between the northwest right-of-way of Main Street (State Highway 27) and the southwest right-of-way of Jefferson Street and consisting of approximately 0.5792 acres; and a portion of the 16 foot public alley located between Hays Street and Quinlan Street, adjacent to Lots 1 and 2, Block 2 of the H.E.B. Addition and between Lots 315, 316, and the northwest 43 feet of Lot 333, and the southwest 13 feet of Lot 334, Block 50, and consisting of approximately 0.726 acres; said rights-of-way are out of the Chas Schreiner 2nd Addition to the City of Kerrville, a Subdivision of Kerr County, Texas, according to the Plat recorded in Volume K, Pages 107 of the Deed Records of Kerr County, Texas; making a finding that neither the street nor the alley is required for present or future public use; providing for the terms and conditions of abandonment, vacation, and closure; providing for the furnishing of a certified copy of this Ordinance for recording in the Official Public Records of Kerr County, Texas as a Quitclaim Deed; authorizing the City Manager to take all necessary action to effectuate the abandonment, vacation, closure, and quitclaim, and providing for a public hearing.

Attachments:

[AB\\_Hays\\_St\\_and\\_alley\\_closure.docx](#)  
[Ordinance No. 2019-03.pdf](#)  
[HEB site plan.pdf](#)

6.C Ordinance No. 2019-01 creating a "Planned Development District" for Professional Office, Retail Trade I, and Warehousing and Distribution Uses on an approximately 4.27 acre tract of land, out of the Patrick Fleming Survey No. 666, Abstract 145, within the City of Kerrville, Kerr County, Texas, more commonly known as 318 Leslie Drive; adopting a concept plan and conditions related to the development of said district; containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed \$2,000 for each day of violation of any provision hereof; ordering publication; and providing other matters relating to the subject.

Attachments:

[AB\\_318\\_Leslie\\_PDD.docx](#)  
[Ordinance No. 2019-01.pdf](#)  
[2018-081\\_Zoning\\_318Leslie.pdf](#)  
[PM-368 KER OFFICE PLAZA-1.pdf](#)

**7. CONSIDERATION AND POSSIBLE ACTION:**

7.A Project Funding Agreement between the City of Kerrville, Texas, Economic Improvement Corporation; the City of Kerrville, Texas; and Schreiner University; for the development and construction of an extension to the City's River Trail to connect with Schreiner University's campus.

Attachments:

[AB\\_EIC\\_Schreiner\\_University\\_River\\_Trail\\_Extension\\_20190108.docx](#)  
[Funding Agreement RT to Schreiner U.pdf](#)



7.B Authorize execution of a construction contract for the Legion Lift Station with Keystone Construction in the amount of \$5,493,663.00.

Attachments:

[AB\\_Legion\\_Lift\\_Station\\_Construction.docx](#)  
[Legion Lift Station\\_Received Bids.pdf](#)  
[Legion Lift Station\\_Recommendation Letter.pdf](#)

7.C Authorize execution of professional services agreement with LNV Engineering to develop Drainage Master Plan in the amount of \$204,348.00.

Attachments:

[AB\\_Drainage\\_Master\\_Plan.docx](#)  
[LNV\\_Drainage MP Scope of Work .pdf](#)

7.D Resolution No. 01-2019 establishing the City's support of legislation during the 86th session of the Texas Legislature to finance a hotel conference center.

Attachments:

[Resolution 01-2019.pdf](#)  
[AB\\_Resolution No. 01-2019 establishing City's support of legislation to finance a hotel conference center.docx](#)

## **8. INFORMATION & DISCUSSION:**

8.A Freedom's Path regarding the Kerrville VA Medical Center Phase II.

Attachments:

[AB\\_Freedoms\\_Path-Phase2-pres.docx](#)  
[Kerrville--Phase II Notice Letter--McDaniel.docx.pdf](#)

8.B Financial update for the month ended November 30, 2018.

Attachments:

[AB\\_Financial\\_Update\\_11-30-18.docx](#)  
[November 2018 financial summary.pdf](#)  
[November 2018 financial presentation.pdf](#)

## **9. BOARD APPOINTMENTS**

9.A Appointments to the Kerrville Charter Review Commission.

Attachments:

[AB\\_Charter Review Commission 1-08-19.docx](#)

9.B Appointment to the Animal Services Advisory Board.

Attachments:

[AB\\_Appointment to the Animal Services Advisory Board.docx](#)

9.C Appointments to the Recovery Community Coalition.

Attachments:

[AB\\_RCC\\_appointments 1-08-19.docx](#)  
[Recovery Community Coalition.docx](#)

9.D Appointments to the Senior Services Advisory Committee.

Attachments:

[AB\\_Appointment to the Senior Services Advisory Committee.docx](#)

9.E Appointments to the Planning and Zoning Commission.

Attachments:

[AB\\_P&Z\\_appointment\\_1-8-19.docx](#)

[Planning and Zoning Commission.docx](#)

**10. ITEMS FOR FUTURE AGENDAS**

**11. EXECUTIVE SESSION II:**

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

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

**ADJOURNMENT.**



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

**SUBJECT:** Presentation of the Texas Police Chiefs Association's Certificate of Re-recognition.

**AGENDA DATE OF:** 1/8/2019      **DATE SUBMITTED:** 12/26/2018

**SUBMITTED BY:** Chief David Knight

**EXHIBITS:** None

|                                      |   |                                |                               |
|--------------------------------------|---|--------------------------------|-------------------------------|
| <b>Expenditure Required:</b><br>None | <b>Current Balance in Account:</b><br>N/A | <b>Amount Budgeted:</b><br>N/A | <b>Account Number:</b><br>N/A |
|--------------------------------------|---|--------------------------------|-------------------------------|

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

|  |                                      |            |
|--|--------------------------------------|------------|
| <b>Kerrville 2050 Item?</b><br>Key Priority Area<br>Guiding Principle<br>Action Item | <b>Yes:</b> <input type="checkbox"/> | <b>No:</b> |
| N/A  |                                      |            |
| N/A  |                                      |            |
| N/A  |                                      |            |

**SUMMARY STATEMENT:**

The Law Enforcement Recognition Program is a voluntary process where police agencies in Texas prove their compliance with 168 Texas Law Enforcement Best Practices. These Best Practices were carefully developed by Texas Law Enforcement professionals to assist agencies in the efficient and effective delivery of service, the reduction of risk and the protection of individual's rights.

Being "Re-recognized" means that the agency has proven that it continues to meet or exceed all of the identified Best Practices for Texas Law Enforcement. These Best Practices cover aspects of law enforcement operations such as use of force, protection of citizen rights, pursuits, property and evidence management, and patrol and investigative operations.

Recognition Program Standards address these areas in an attempt to minimize risk and increase officer safety and training. While being "Re-recognized" does not guarantee an agency will not make a mistake, it does ensure that the agency has studied these critical issues, has developed policy and procedures to address them and has systems in place to identify and correct problems.

**RECOMMENDED ACTION:**

Certificate of Re-recognition will be presented by Mr. Max Westbrook Jr. Program Director, Texas Police Chiefs Association Best Practices Recognition Program.



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

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**SUBJECT:** Lease renewal for 715 Water Street for Texas Representative Andrew Murr.

**AGENDA DATE OF:** 1/8/2018                    **DATE SUBMITTED:** 012/26/2018

**SUBMITTED BY:** Cheryl Brown  
Interim City Secretary

**EXHIBITS:** District Office Lease

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|                                     |   |                                |                               |
|-------------------------------------|---|--------------------------------|-------------------------------|
| <b>Expenditure Required:</b><br>\$0 | <b>Current Balance in Account:</b><br>N/A | <b>Amount Budgeted:</b><br>N/A | <b>Account Number:</b><br>N/A |
|-------------------------------------|---|--------------------------------|-------------------------------|

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

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|                             |                                      |            |
|-----------------------------|--------------------------------------|------------|
| <b>Kerrville 2050 Item?</b> | <b>Yes:</b> <input type="checkbox"/> | <b>No:</b> |
| <b>Key Priority Area</b>    | N/A                                  |            |
| <b>Guiding Principle</b>    | N/A                                  |            |
| <b>Action Item</b>          | N/A                                  |            |

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**SUMMARY STATEMENT:**

Texas Representative Andrew Murr has leased 715 Water Street for the purpose of a local office since 2015. The amount of the lease has not changed, and the lease is a requirement of the State.

**RECOMMENDED ACTION:**

Approve the lease renewal for 715 Water Street as presented.



State of Texas  
House of Representatives

**DISTRICT OFFICE LEASE CONTRACT**

This lease is entered into between \_\_\_\_\_ City of Kerrville \_\_\_\_\_, herein referred to as Lessor, and the Committee on House Administration of the Texas House of Representatives of the State of Texas, herein referred to as Lessee, for the benefit of \_\_\_\_\_ Andrew Murr \_\_\_\_\_, a Member of the House of Representatives of the State of Texas, herein referred to as Member.

For and in consideration of the covenants, conditions, and provisions contained in this instrument, Lessor hereby leases to Lessee the following described property located in \_\_\_\_\_ Kerr \_\_\_\_\_ County, Texas. The address of the leased property is:

|                             |           |          |
|-----------------------------|-----------|----------|
| 715 Water Street            | Kerrville | 78028    |
| Street Address, Suite, etc. | City      | Zip Code |

(which includes approximately 1200 square feet of floor space), with all the rights easements, and appurtenances belonging thereto and usually had and enjoyed therewith, on the terms and condition contained herein.

I.

The term of this lease begins JANUARY 11  
January 9, 2019 (Month Day, Year) and ends January 12, 2021 but  
(Lease must end on or prior to January 12, 2021)

the Lessor understands and agrees that the Lessee may cancel this lease, without penalty, if funds for its continuation are not provided for the next fiscal period or if the Member, for whose benefit this lease is made, ceases to be a Member of the House of Representatives.

II.

Lessee has the option to renew this lease for an additional period of 24 for the same monthly rental and under the same conditions, covenants, and provisions applicable under this lease during the primary term. To exercise the option, Lessee must give written notice of its election to do so to Lessor not later than 30 days before the expiration of the primary term of the lease.

III.

As rental for the leased premises, Lessee will pay Lessor the sum of \$ 350.00 per month, which shall be paid solely from the funds of the House of Representatives. However, the Lessor agrees that the liability of the House of Representatives to pay the rental is limited to the amount of money in the Member's operating account. If the Member's account is depleted, the House of Representatives may immediately notify the Lessor in writing. Until further notice, neither the House of Representatives nor the State of Texas is responsible for any rent that accrues after the date of the notice. The Lessor may thereupon, terminate the lease or allow the Member to continue to occupy the leasehold on terms mutually agreeable to the Lessor and the Member.

IV.

The leased premises will be used by the Member of the House of Representatives named herein as an office to be used in connection with his/her official business as a State Representative.

V.

Although this lease is for the purpose of providing office space for the Member named in this instrument, no title, credits, allowances, premiums, or anything of value shall inure to the benefit of the Member at any time because of this agreement. (Under Art. III, Sec 18, of the Texas Constitution, neither the legislator nor his firm may contract with the State of Texas if the subject of the contract was authorized or funded by a legislature of which the individual was a member.) The Member named in this lease is not related in the first degree by marriage, or through blood relationship, to anyone who has a financial interest,

either directly or indirectly, in the property leased by the House of Representatives for this said Member. Any agreement contrary to this paragraph renders the lease null and void and renders Lessor liable for the refund of all payments paid hereunder together with interest on that at 10 percent annum, reasonable attorney's fees for the collection of that amount, and all costs incurred with said collection.

VI.

Either party may terminate this lease at any time for failure of the other to comply with the covenants, conditions, and provisions of the lease. Also, either party may terminate this lease by providing the other party with written notice 30 days prior to date of termination.

VII.

The following additional covenants, and provisions are further agreed to by Lessor and Lessee:

VIII.

The covenants and conditions in this instrument are the full and complete terms of this lease. No alterations, amendments or modifications of those terms are binding unless reduced to writing and signed by the parties to the lease.

City of Kerrville

12/18/2018

Date

Lessor's Company Name (type or print)

MARK L. McDANIEL

12/18/2018

Date

Lessor's Name (type or print)

Mark L. Daniel

CITY MANAGER

Lessor's Signature

(1)

Lessor's Signatory's Title

(1)

701 Main Street

(830) 257-8000

Lessor's Address

Telephone Number

City Government

746001490

Lessor's Type of Organization

(2)

Lessor's Tax ID Number

(3)

Signature of Representative

(4)

Date

Signature of Chairman

(5)

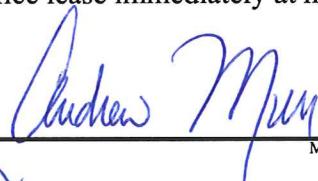
Date

**Note:**

1. Must be signed by lessor or person authorized to contractually bind said individual, partnership, company or corporation. Signature must be an original signature (not from a signature stamp or photo copied).
2. Lessor's type of organization (law firms, realtor firm, sole proprietorship, dental firm, etc.).
3. The applicable tax identification number for individual, partnership, or corporation for reporting rent payments to the Internal Revenue Service.
4. Member of the Texas House of Representatives whose office operating account is to be charged. Signature must be an original signature (not from a signature stamp or photo copied).
5. Chairman of Committee on House Administration or person authorized to sign such agreements.

I, Andrew Murr  
Name of Member do not have an interest

in the described property that I have requested the Texas House of Representatives to enter into a district office lease contract. Furthermore, I hereby state that I am not related in the first degree by marriage or through blood relationship to anyone who has a financial interest either directly or indirectly in the property leased by the House of Representatives for this said member. If I should acquire an interest in said property, I will advise the Chair of the Committee on House Administration in writing and terminate my district office lease immediately at no expense to the House of Representatives.



Member's Signature



Date



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

**SUBJECT:** Minutes for the regular City Council meeting held on December 12, 2018.

**AGENDA DATE OF:** 1/8/2018                    **DATE SUBMITTED:** 012/26/2018

**SUBMITTED BY:** Cheryl Brown  
Interim City Secretary

**EXHIBITS:** Minutes for December 12, 2018.

| <b>Expenditure<br/>Required:</b>  | <b>Current Balance in<br/>Account:</b> | <b>Amount Budgeted:</b> | <b>Account Number:</b> |
|-----------------------------------|--|-------------------------|------------------------|
| \$0                               | N/A                                    | N/A                     | N/A                    |
| <b>PAYMENT TO BE MADE TO:</b> N/A |  |                         |                        |
| <b>Kerrville 2050 Item?</b>       | <b>Yes:</b> <input type="checkbox"/>   |                         | <b>No:</b>             |
| <b>Key Priority Area</b>          | N/A                                    |                         |                        |
| <b>Guiding Principle</b>          | N/A                                    |                         |                        |
| <b>Action Item</b>                | N/A                                    |                         |                        |

**SUMMARY STATEMENT:**

Minutes for the regular City Council meeting held on December 12, 2018.

**RECOMMENDED ACTION:**

Approve the minutes for December 12, 2018 as presented.

CITY COUNCIL MINUTES  
REGULAR MEETING

KERRVILLE, TEXAS  
DECEMBER 11, 2018

On December 11, 2018, at 6:00 p.m. the meeting was called to order by Mayor Bill Blackburn in the City Hall Council Chambers at 701 Main Street. The invocation was offered by Ms. Eychner, followed by the Pledge of Allegiance also led by Ms. Eychner.

COUNCILMEMBERS PRESENT:

|                  |               |
|------------------|---------------|
| Bill Blackburn   | Mayor         |
| Delayne Sigerman | Mayor Pro Tem |
| Vincent Voelkel  | Councilmember |
| George Baroody   | Councilmember |
| Judy Eychner     | Councilmember |

COUNCILMEMBERS ABSENT: None

CITY EXECUTIVE STAFF PRESENT:

|                  |  |
|------------------|--|
| Mark McDaniel    | City Manager                                 |
| E.A. Hoppe       | Deputy City Manager                          |
| Mike Hayes       | City Attorney                                |
| Cheryl Brown     | Interim City Secretary                       |
| Amy Dozier       | Director of Finance                          |
| Kim Meismer      | Executive Director of General Operations     |
| Curtis Thomason  | Assistant Police Chief                       |
| Stuart Cunyus    | Public Information Officer                   |
| Dannie Smith     | Fire Chief                                   |
| Drew Paxton      | Executive Director of Development Services   |
| Guillermo Garcia | Executive Director for Strategic Initiatives |

VISITORS PRESENT: List on file in city secretary's office for the required retention period.

**1. ANNOUNCEMENTS OF COMMUNITY INTEREST:**

1A. Items of Interest to the Community were made by Stuart Cunyus.

**2. CONSENT AGENDA:**

Ms. Eychner moved to approve items 2A, 2B, and 2C as presented. Ms. Sigerman seconded, and the motion passed 5-0.

2A. Joint election agreement between the City of Kerrville and Kerr County for the May 4, 2019 City General Election.

2B. Authorize purchase of 2019 Sutphen Monarch Pumper.

2C. Minutes for the regular City Council meetings held on November 13, 2018 and November 27, 2018.

**END OF CONSENT AGENDA.**

**3. CONSIDERATION AND POSSIBLE ACTION:**

Mr. Baroody made a motion to move those items forward because they inform later decisions. Mr. Voelkel seconded. The motion failed with a vote of 2-3, with Mr. Voelkel, Mr. Baroody voting in favor, and Mr. Blackburn, Ms. Eychner, and Ms. Sigerman voting against.

3A. First Amendment to Project Funding Agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas for the design of and improvement to the City's H-E-B Tennis Center.

Ms. Sigerman made a motion to approve the First Amendment to the Project Funding Agreement. Ms. Eychner seconded, and the motion passed 5-0.

3B. Authorize execution of a construction contract for the H-E-B Tennis Center Renovation with JK Bernhard Construction Co., LLC in the amount of \$1,453,939.00.

Ms. Eychner made a motion to authorize the execution of a construction contract for the H-E-B Tennis Center with JK Bernhard Construction Co., LLC. Ms. Sigerman seconded, and the motion passed 5-0.

3C. Report on granular activated carbon (GAC) benchtop study and third party review of TTHM mitigation options.

Ms. Eychner made a motion to accept the report, and authorize bidding on the granular Activated Carbon project. Ms. Sigerman seconded, and the motion passed 5-0.

3D. Third Amendment to Development Agreement by and between Comanche Trace Ranch and Golf Club, LLLP, a Colorado Limited Liability Limited Partnership and the City of Kerrville, Texas, for Comanche Trace Ranch and Golf Club.

Mr. Baroody made a motion to approve the Third Agreement to the Development Agreement. Ms. Eychner seconded, and the motion passed 5-0.

3E. Economic Development Grant Agreement between Thompson Drive Partners, LLC, the City of Kerrville, Texas Economic Improvement Corporation, and the City of Kerrville, Texas.

Ms. Sigerman made a motion to approve the Economic Development Grant Agreement. Ms. Eychner seconded, and the motion passed 4-1, with Mr. Voelkel, Mr. Blackburn, Ms. Eychner, and Ms. Sigerman voting in favor, and Mr. Baroody voting against.

3F. Economic Development Incentive Agreement between the City of Kerrville, Texas, and Thompson Drive Partners, LLC.

Ms. Eychner made a motion to authorize the City Manager to finalize and execute the agreement utilizing Option 2A ROW. Ms. Sigerman seconded. After discussion from Council, Ms. Eychner withdrew her motion, and Ms. Sigerman withdrew her second.

Mr. Voelkel made a motion to table Item 3F, because he wanted more time to review the document, and then to direct staff to bring the item back before Council at their January 8, 2019 meeting. Mr. Baroody seconded. The motion failed 2-3, with Mr. Voelkel and Mr. Baroody voting in favor, and Mr. Blackburn, Ms. Eychner, and Ms. Sigerman voting against.

Ms. Eychner made a motion to take the recommendation of the City for option 2A ROW, and authorize the finalization and execution of the agreement with Thompson Drive Partners, LLC. Ms. Sigerman seconded, and the motion passed 3-2, with Mr. Blackburn, Ms. Eychner, and Ms. Sigerman voting in favor, and Mr. Voelkel and Mr. Baroody voting against.

3G. Deferred Annexation Agreement with Ocaso LLC., for the Property known as Ocaso Mobile Home Park at 102 Vogues Road at Blue Ridge.

Ms. Sigerman made a motion to approve the Deferred Annexation Agreement. Ms. Eychner seconded, and the motion passed 5-0.

*The Mayor called for a ten minute break at 7:27 p.m. The meeting was reconvened at 7:38 p.m.*

3H. Discussion and possible action regarding an appeal by Councilmember Baroody whether a City Council has the authority to prohibit one of its members from participating in all future discussion or communication regarding any matter to be considered by the full body of the City Council.

Mr. Baroody made a motion for the Council to rescind its action on November 8, 2018, as being unwarranted, unlawful, and improper; thus affording Councilmember Place Two Baroody his lawful right to participate in any and all future discussions undertaken by the City Council, to include the Lotus Peer Recovery lawsuit; therefore allowing City Council to once again act as a body. Mr. Voelkel seconded, and the motion failed 2-3, with Mr. Voelkel and Mr. Baroody voting in favor, and Mr. Blackburn, Ms. Eychner, and Ms. Sigerman voting against.

3I. Discussion and possible action regarding an alleged rent rebate offer in return for proof of voting in the most recent City of Kerrville municipal election held on May 5, 2018.

Mr. Baroody made a motion for Council to draft an affirmative statement about this Council's stance on defense of its fair and free election; and to send such letter to the Texas Attorney General stating its support for the enforcement of voter bribery cases.

Mr. Voelkel seconded, and the motion failed 2-3, with Mr. Voelkel and Mr. Baroody voting in favor, and Mr. Blackburn, Ms. Eychner, and Ms. Sigerman voting against.

3J. Discussion and possible action to consider modifying the TIRZ #1, City of Kerrville Project Plan to include language prohibiting the use of eminent domain or condemnation in order to support implementation of the project plan within the boundaries of the TIRZ #1.

Mr. Voelkel recused himself due to a conflict of interest.

Mr. Baroody made a motion for Council to amend the TIRZ #1 Creation Ordinance 2018-19, or direct staff to do this, to contain an explicit prohibition against utilization of eminent domain or condemnation in implementing the project plan within the TIRZ #1 boundary. The motion died for lack of a second.

3K. Discussion and possible action: follow up on citizen's request to examine the discussion and actions taken by City Council on November 8<sup>th</sup>, 2018 to determine if they constituted a procedural and/or ethical violation, review ethics and procedural rules, and possible action moving forward.

Mr. Voelkel made a motion to create a workshop to go over the common goals that were created during the last Council retreat. Ms. Eychner seconded, and the motion passed 5-0.

3L. On November 27, 2018, the approval of the minutes for the regular meeting of the City Council that was held on October 23, 2018 was tabled. Mr. Baroody requested changes to the minutes. Both the original version and Mr. Baroody's red-lined version of the minutes are attached.

Ms. Sigerman moved to approve the City Secretary's minutes as presented. Ms. Eychner seconded. After discussion by Councilmembers, the motion passed 3-2, with Mr. Blackburn, Ms. Eychner, and Ms. Sigerman voting in favor, and Mr. Voelkel and Mr. Baroody voting against.

3M. Minutes for the special City Council meeting held on November 8, 2018.

Ms. Sigerman made a motion to approve the minutes for the November 8, 2018 City Council meeting as presented by the City Secretary. Ms. Eychner seconded, and the motion passed 3-2, with Mr. Blackburn, Ms. Eychner, and Ms. Sigerman voting in favor, and Mr. Voelkel and Mr. Baroody voting against.

#### **4. BOARD APPOINTMENTS:**

4A. Appointment to the Library Advisory Board.

Ms. Eychner moved to reappoint Carol Wichman to the Library Advisory Board. Ms. Sigerman seconded, and the motion passed 5-0.

4B. Appointments to the Recovery Community Coalition.

Mr. Blackburn moved to nominate Kara Grant and Marissa Dodson.

Mr. Voelkel requested the Council only appoint one person to the board at this time, due to there being no representative on the board from MHDD, which is one of the positions that was not filled.

Mr. Blackburn withdrew his motion.

Mr. Voelkel made a motion to appoint Kara Grant to the Recovery Community Coalition. Ms. Eychner seconded, and the motion passed 5-0.

**5. ITEMS FOR FUTURE AGENDAS:**

- Consideration to require two Councilmembers approval for an agenda item to be submitted and added to the agenda, and that agenda items be submitted in a timely fashion.

**6. EXECUTIVE SESSION: None**

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

None

**ADJOURNMENT.**

The meeting was adjourned at 8:59 p.m.

APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Bill Blackburn, Mayor

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Cheryl Brown, Interim City Secretary



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

**SUBJECT:** Resolution No. 02-2019 ordering that a General Election be held on May 4, 2019, for the election of two City Councilmembers; appointing election Judges; adopting an Electronic Counting System; establishing a Central Counting Station; appointing a Central Counting Station Manager; appointing a Tabulation Supervisor; appointing the Central Counting Station Presiding Judge; and authorizing the early processing of ballots.

**AGENDA DATE OF:** 1/8/2019

**DATE SUBMITTED:** 12/20/2018

**SUBMITTED BY:** Cheryl Brown  
Interim City Secretary

**EXHIBITS:** Resolution No. 02-2019

|  |  |                                       |  |
|--|--|---------------------------------------|--|
| <b>Expenditure Required:</b><br>\$5,644.56 | <b>Current Balance in Account:</b><br>\$8,700.00 | <b>Amount Budgeted:</b><br>\$8,700.00 | <b>Account Number:</b><br>01-0102-4920 |
|--|--|---------------------------------------|--|

**PAYMENT TO BE MADE TO:** Kerr County Tax Assessor-Collector

|                             |                                      |            |
|-----------------------------|--------------------------------------|------------|
| <b>Kerrville 2050 Item?</b> | <b>Yes:</b> <input type="checkbox"/> | <b>No:</b> |
| <b>Key Priority Area</b>    | N/A                                  |            |
| <b>Guiding Principle</b>    | N/A                                  |            |
| <b>Action Item</b>          | N/A                                  |            |

**SUMMARY STATEMENT:**

The attached Resolution orders a General Election to be held on Saturday, May 4, 2019 to elect two Councilmembers whose terms will expire as follows:

Councilmember Place One – Vincent Voelkel

Councilmember Place Two – George Baroody

The period for filing an application for a place on the ballot is January 16, through February 15, 2019; write in candidates may file through February 19, 2019.

Approval of the resolution will approve election judges, establish the period of early voting by personal appearance, establish the central counting station and workers, and establish the date and time for canvassing the election. The City Secretary recommends the following:

1. Early voting by personal appearance be held April 22 through April 30, 2019 at the Cailloux City Center at 910 Main Street as follows:

-Monday and Tuesday, April 22 and 23, 2019: 7:00 a.m. to 7:00 p.m.

April 24, 25, 26, 29, and 30, 2019 8:00 a.m. to 5:00 p.m.

2. Appoint Paul Zohlen as Election Judge; Helen Herget as Alternate Election Judge; and Bill Fitch as Early Voting Ballot Board Judge.
3. Applications for ballot by mail be addressed to Bob Reeves, Kerr County Tax Assessor Collector Kerr County Courthouse, 700 Main Street, Kerrville, Texas 78028, and be received no later than 5:00 p.m., April 23, 2019.
4. Election Day is Saturday, May 4, 2019, from 7:00 a.m. to 7:00 p.m. at the Cailloux City Center at 910 Main Street.
5. Establish the location of the central counting station as the Kerr County Juvenile Facility, 3499 Legion Drive, Kerrville, Texas, and appoint the central counting station workers as follows:

Jane Trolinger – Central Counting Station Judge  
Eva Washburn – Tabulation Supervisor  
Nadene Alford – Central Counting Station Manager.

6. Official canvass of the election be held on May 14, 2019 at 10:00 a.m.

**RECOMMENDED ACTION:**

The City Secretary recommends approval of Resolution No. 02-2019 and calling the General Election May 4, 2019, and adoption of the calendar, and related matters as presented.

**CITY OF KERRVILLE, TEXAS**  
**RESOLUTION NO. 02-2019**

**A RESOLUTION ORDERING THAT A GENERAL ELECTION BE HELD ON MAY 4, 2019, FOR THE ELECTION OF COUNCILMEMBER PLACE 1 AND COUNCILMEMBER PLACE 2; APPOINTING ELECTION JUDGES; ADOPTING AN ELECTRONIC COUNTING SYSTEM; ESTABLISHING A CENTRAL COUNTING STATION; APPOINTING A CENTRAL COUNTING STATION MANAGER, A TABULATION SUPERVISOR, AND THE CENTRAL COUNTING STATION PRESIDING JUDGE; AND AUTHORIZING THE EARLY PROCESSING OF BALLOTS**

**WHEREAS**, Section 2.03 of the City Charter establishes a two-year term of office for each Councilmember, including the Mayor, and until a successor is elected; and

**WHEREAS**, the term of office for Councilmember Place One and Councilmember Place Two will expire in May 2019; and

**WHEREAS**, the City Council finds it to be in the public interest to call a general election to be held on May 4, 2019, for the election of persons to the offices of Councilmember Place One and Councilmember Place Two; and

**WHEREAS**, in order to more efficiently conduct the counting of ballots for the May 4, 2019, general election for the City of Kerrville, the City Council finds it to be in the public interest to appoint various officials and to adopt certain procedures for conducting said election;

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

**SECTION ONE.** City Council orders that a general election be held within the City of Kerrville, Texas, on Saturday, the 4<sup>th</sup> day of May 2019, for the purpose of electing persons to the offices of Councilmember Place One and Councilmember Place Two for the City of Kerrville, Texas.

**SECTION TWO.** City Council orders that the Hart Voting System, which is an electronic touch screen voting system, be the method of voting.

**SECTION THREE.** City Council orders that the municipal polling place for such election will be the Kathleen C. Cailloux City Center of the Performing Arts, 910 Main Street, Kerrville, Texas, 78028.

**SECTION FOUR.** On Election Day, May 4, 2019, the polls shall be open from 7:00 AM to 7:00 PM. Early voting shall be conducted at the Kathleen C. Cailloux City

Center of the Performing Arts, 910 Main Street, Kerrville, Texas, 78028, April 22 through April 30 as follows:

- **Monday, April 22, 2019:** 7:00 AM to 7:00 PM
- **Tuesday, April 23, 2019:** 7:00 AM to 7:00 PM
- **Wednesday, April 24, 2019, through Friday, April 26, 2019; Monday, April 29, 2019; and Tuesday, April 30, 2019:** 8:00 AM to 5:00 PM

**SECTION FIVE.** Applications for ballot by mail should be addressed to: Bob Reeves, Kerr County Courthouse, 700 Main Street, Kerrville, Texas, 78028, and must be received no later than 5:00 PM on April 23, 2019.

**SECTION SIX.** In accordance with Section 127.001, Texas Election Code, City Council declares that ballots for the May 4, 2019, City election shall be electronically counted by using the Hart E Scan System owned by Kerr County.

**SECTION SEVEN.** The following persons are appointed as election judges pursuant to Section 32.005, Texas Election Code, for the election to be held on May 4, 2019, inclusive of the early voting period:

Paul Zohlen – Election Judge  
Helen Herget – Alternate Election Judge  
Bill Fitch – Early Voting Ballot Board Judge

**SECTION EIGHT.** In accordance with Section 127.001, Texas Election Code, City Council establishes that the central counting station for the counting of ballots in the May 4, 2019, election will be located in the Kerr County Juvenile Facility, 3499 Legion Drive, Kerrville, Texas.

**SECTION NINE.** In accordance with Section 127.005, Texas Election Code, City Council appoints Jane Trolinger to serve as presiding judge of the central counting station for the May 4, 2019, City election.

**SECTION TEN.** In accordance with Section 127.003, Texas Election Code, City Council appoints Eva Washburn to serve as tabulation supervisor for the May 4, 2019, City election.

**SECTION ELEVEN.** In accordance with Section 127.002, Texas Election Code, City Council appoints Nadene Alford to serve as central counting station manager for the May 4, 2019, City election.

**SECTION TWELVE.** In accordance with Section 127.124, Texas Election Code, City Council authorizes that the ballots cast during the early voting period for the May 4, 2019, City election may be processed on or after 9:00 AM on May 4, 2019.

**SECTION THIRTEEN.** City Council will conduct the official canvass of the election at a special meeting on Tuesday, May 14, 2019, beginning at 10:00 AM in the Council Chambers, City Hall, 701 Main Street, Kerrville, Texas.

**PASSED AND APPROVED ON** this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2019.

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Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

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Cheryl Brown, Interim City Secretary



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

**SUBJECT:** Resolucion No. 02-2019 que decretal que las elecciones generals se lleven a cabo el 4 de mayo del 2019 para elegir dos Concejales Municipales; nombrar a los Jueces Electorales; adopter un Sistema electronico de conteo de votos; establecer una estacion central de conteo; nombrar a un administrador(a) de la estacion central de conteo; nombrar a un supervisor(a) de tabulacion; designar al juez presidente de la estacion central de conteo; y autorizar el procesamiento temprano de los votos electorales.

**AGENDA DATE OF:** 1/8/2019

**DATE SUBMITTED:** 12/20/2018

**SUBMITTED BY:** Cheryl Brown  
Interim City Secretary

**EXHIBITS:** Resolucion No. 02-2019

|  |  |                                       |  |
|--|--|---------------------------------------|--|
| <b>Expenditure Required:</b><br>\$5,644.56 | <b>Current Balance in Account:</b><br>\$8,700.00 | <b>Amount Budgeted:</b><br>\$8,700.00 | <b>Account Number:</b><br>01-0102-4920 |
|--|--|---------------------------------------|--|

**PAYMENT TO BE MADE TO:** Kerr County Tax Assessor-Collector

|                             |                                      |            |
|-----------------------------|--------------------------------------|------------|
| <b>Kerrville 2050 Item?</b> | <b>Yes:</b> <input type="checkbox"/> | <b>No:</b> |
| <b>Key Priority Area</b>    | N/A                                  |            |
| <b>Guiding Principle</b>    | N/A                                  |            |
| <b>Action Item</b>          | N/A                                  |            |

**SUMMARY STATEMENT:**

La resolucion adjunta ordena unas Elecciones Generales a celebrarse el sabado 4 de mayo del 2019 para elegir dos concejales, cuyos mandatos vencen como sigue:

Concejal Puesto Uno – Vincent Voelkel

Concejal Puesto Dos – George Baroody

El period para presentar una solicitud pidiendo ser colocado en la boleta de votacion es del 16 de enero al 15 de febrero del 2019.

La aprobacion de la Resolucion No 02-2019 establecera el period de la votacion temprana en persona, establecera la estacion central de conteo y establecera la fecha y la hora para hacer el escrutinio de los votos. La Secretaria de la Ciudad recomienda lo siguiente:

1. La votacion temprana en persona ha de llevarse a cabo del 22 de abril al 30 de abril en el Cailloux City Center, ubicado en la calle Main Street #910 con el siguiente horario:

-lunes 22 de abril y martes 23 de abril: 7:00 a.m. to 7:00 p.m.

-A partir del miercoles 24 de abril, 25 de abril, 26 de abril, 29 de abril 6 30 de abril 8:00 a.m. to 5:00 p.m.

2. Nombrar Paul Zohlen como juez de election; Helen Herget como juez suplente; y Bill Fitch juez de votacion anticipada.

3. Los solicitudes de las boletas de votacion por correo se deben enviar a Bob Reeves, Recaudador del tasador del condado de Kerr, Kerr County Courthouse, 700 Main Street, Kerrville, Texas 78028, y se deben recibir no mas tardar de las 5:00 p.m. del 23 de abril del 2019.

4. El Dia de las Elecciones es el sabado 4 de mayo del 2019 de 7:00 a.m. – 7:00 p.m. en el Cailloux City Center en la calle Main Street #910.

5. Establecer la ubicacion de la estacion central de conteo en Kerr County Juvenile Facility, Legion Drive #3499, Kerrville, Texas, y designar a los trabajadores de la estacion central de conteo de la siguiente manera:

Jane Trolinger – juez que preside la estacion central de conteo;

Eva Washburn – supervisora de la tabulacion; y

Nadene Alford – administrador de la estacion central de conteo.

6. El escrutinio oficial de los votos se lleva a cabo el 14 de mayo del 2019 a las 10:00 a.m.

**RECOMMENDED ACTION:**

Aprobacion de la resolucion No. 02-2019 adopcion del calendario.

CIUDAD DE KERRVILLE, TEXAS  
RESOLUCIÓN N° 02-2019

RESOLUCIÓN QUE DECRETA QUE LAS ELECCIONES GENERALES SE LLEVEN A CABO EL 4 DE MAYO DEL 2019 PARA ELEGIR DOS CONCEJALES MUNICIPALES; NOMBRAR A LOS JUECES ELECTORALES; ADOPTAR UN SISTEMA ELECTRÓNICO DE CONTEO DE VOTOS; ESTABLECER UNA ESTACIÓN CENTRAL DE CONTEO; NOMBRAR A UN ADMINISTRADOR(A) DE LA ESTACIÓN CENTRAL DE CONTEO; NOMBRAR A UN SUPERVISOR(A) DE TABULACIÓN; DESIGNAR AL JUEZ PRESIDENTE DE LA ESTACIÓN CENTRAL DE CONTEO; Y AUTORIZAR EL PROCESAMIENTO TEMPRANO DE LOS VOTOS ELECTORALES

POR CUANTO, la Sección 2.03 de la Carta Constitucional de la Ciudad establece un término de dos años para cada Concejal y hasta que su sucesor haya sido elegido; y

POR CUANTO, el término el Concejal Puesto Uno y el Concejal Puesto Dos se vence en mayo del 2019; y

POR CUANTO, el Concejo Municipal de la Ciudad de Kerrville, Texas, considera que es en el interés público convocar unas elecciones generales, a ser celebradas el 4 de mayo del 2019, para la elección de las personas que ocuparán los cargos de Alcalde, Concejal Puesto Tres y Concejal Puesto Quatro; y

POR CUANTO, con el fin de llevar a cabo de manera más eficiente el conteo de las boletas de votación de las elecciones generales de la Ciudad de Kerrville del 4 de mayo del 2019, el Concejo Municipal considera que es en el interés público designar a varios funcionarios y adoptar ciertos procedimientos para la realización de dichas elecciones;

POR LO TANTO, RESUÉLVASE POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE KERRVILLE, CONDADO DE KERR, TEXAS:

SECCIÓN PRIMERA. El Concejo Municipal ordena que unas elecciones generales se celebren en la Ciudad de Kerrville, Texas, el sábado, el día 4 de mayo del 2019, con el fin de elegir a las personas que ocuparán los cargos de Concejal Puesto Uno y Concejal Puesto Dos de la Ciudad de Kerrville, Texas.

SECCIÓN SEGUNDA. El Concejo Municipal ordena que el Sistema de Votación Hart, que es un sistema de votación electrónico con pantalla táctil, sea el método utilizado en la votación.

SECCIÓN TERCERA. El Concejo Municipal ordena que el centro electoral

municipal de dichas elecciones sea el Centro de Bellas Artes de la ciudad Kathleen C. Cailloux, ubicado en Main Street #910, Kerrville, Texas, 78028.

**SECCIÓN CUARTA.** El día de las elecciones, el 4 de mayo del 2019, las urnas electorales estarán abiertas de 7:00 AM hasta las 7:00 PM. La votación temprana se deberá llevar a cabo en el Centro de Bellas Artes de la ciudad Kathleen C. Cailloux, ubicado en Main Street #910, Kerrville, Texas, 78028, desde el 23 de abril hasta el 30 de abril de la siguiente manera:

- Lunes 22 de abril del 2019: 7:00 AM a 7:00 PM
- Martes 23 de abril del 2019: 7:00 AM a 7:00 PM
- A partir del miércoles 24 de abril, 25, 26, 29 y 30 de abril, 2019: 8:00 AM a 5:00 PM

**SECCIÓN QUINTA.** Las solicitudes de las boletas de votación por correo deben ser dirigidas a: Diane Bolin, Kerr County Courthouse, 700 Main Street, Kerrville, Texas, 78028 y deberán ser recibidas no más tardar del 23 de abril del 2019 antes de las 5:00 p.m.

**SECCIÓN SEXTA.** De conformidad con el Código Electoral de Texas §127.001, el Concejo Municipal declara que las boletas de las elecciones de la ciudad del 4 de mayo del 2019 serán contadas electrónicamente utilizando el Sistema de Escaneado Electrónico Hart, propiedad del Condado de Kerr.

**SECCIÓN SÉPTIMA.** Las siguientes personas se han nombrado como jueces electorales de conformidad con el Código Electoral de Texas §32.005 de las elecciones que se celebrarán el 4 de mayo de 2019, incluido el período de votación temprana:

Paul Zohlen – Juez electoral  
Helen Herget – Juez electoral suplente  
Bill Fitch– Juez de la junta de la votación temprana

**SECCIÓN OCTAVA.** De conformidad con el Código Electoral de Texas §127.001, el Concejo Municipal establece que la estación central de conteo de las boletas de votación de estas elecciones del 4 de mayo del 2019 estará ubicado en Kerr County Juvenile Facility, Legion Drive #3499, Kerrville, Texas.

**SECCIÓN NOVENA.** De conformidad con el Código Electoral de Texas §127.005, el Concejo Municipal nombra a Jane Trollinger para servir como juez presidente de la estación central de conteo de las elecciones de la ciudad del 4 de mayo del 2019.

**SECCIÓN DÉCIMA.** De conformidad con el Código Electoral de Texas §127.003, el Concejo Municipal nombra a Eva Washburn para servir como supervisora de tabulación de las elecciones de la ciudad del 4 de mayo del 2019.

SECCIÓN UNDÉCIMA. De conformidad con el Código Electoral de Texas §127.002, el Concejo Municipal nombra a Nadene Alford para servir como administrador de la estación central de conteo de las elecciones de la ciudad del 4 de mayo del 2019.

SECCIÓN DUODÉCIMA. De conformidad con el Código Electoral de Texas §127.124, el Concejo Municipal autoriza a que los votos emitidos durante el período de votación temprana de las elecciones de la ciudad del 4 de mayo del 2019 sean procesados el día 4 de mayo del 2019 a partir de las 9:00 a.m.

SECCIÓN DÉCIMOTERCERA. El Concejo Municipal realizará el escrutinio oficial de las elecciones en una reunión especial el martes 14 de mayo del 2019 a las 10:00 a.m. en la Cámara del Concejo en el Ayuntamiento, ubicado en la calle Main Street #701, Kerrville, Texas.

PASADA Y APROBADA en éste el \_\_\_\_\_ día de \_\_\_\_\_, 2019  
D.C.

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Bill Blackburn, Alcalde

APROBADA EN FORMA:

DOY FE:

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Michael C. Hayes, Procurador de la Ciudad Cheryl Brown, Provisional Secretaria de la Ciudad



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

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**SUBJECT:** Ordinance No. 2019-02 amending the City's "Zoning Code" by changing the Zoning District for an approximate 6.790 acres, consisting of Lots 1 and 2, H.E.B. Addition and portions of Lots 300-302 and Lots 348-349, Block 48 of the Schreiner 2<sup>nd</sup> Addition, both Subdivisions within the City of Kerrville, Kerr County, Texas; and more commonly known as the property located at 300 Main Street (State Hwy. 27); by removing the property from the 11-C Zoning District and placing it within the Central Business Zoning District (CBD); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of Two Thousand dollars (\$2000.0), ordering publication; and providing other matters relating to the subject.

**AGENDA DATE OF:** 1/8/2019

**DATE SUBMITTED:** 12/5/2018

**SUBMITTED BY:** Drew Paxton

**EXHIBITS:** Ordinance No. 2018-39

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|                                     |   |                                |                               |
|-------------------------------------|---|--------------------------------|-------------------------------|
| <b>Expenditure Required:</b><br>\$0 | <b>Current Balance in Account:</b><br>N/A | <b>Amount Budgeted:</b><br>N/A | <b>Account Number:</b><br>N/A |
|-------------------------------------|---|--------------------------------|-------------------------------|

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

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|                             |  |                                     |
|-----------------------------|--|-------------------------------------|
| <b>Kerrville 2050 Item?</b> | <b>Yes:</b>  | <b>No:</b> <input type="checkbox"/> |
| <b>Key Priority Area</b>    | D - Downtown Revitalization  |                                     |
| <b>Guiding Principle</b>    | D7 - Encourage reinvestment in Downtown businesses by identifying and addressing regulatory hurdles and providing incentives to attract development consistent with the community's vision |                                     |
| <b>Action Item</b>          | Revise zoning district regulations...to regulate uses, etc.  |                                     |

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**SUMMARY STATEMENT:**

The requested zoning change is necessary for planned improvements to the current store, H-E-B #1, at 300 Main Street. H-E-B proposes to construct a new store east of the existing store that is currently zoned CBD. The proposed zoning change is to have only one zoning district rather than have split zoning with two different districts.

## **Staff Analysis**

**Consistency with the Kerrville 2050 Comprehensive Plan:** The request is consistent with the Kerrville 2050 Comprehensive Plan. The subject property is located within Strategic Catalyst Area 1 which comprises the downtown core and central business district. *“There should be a strong focus on redevelopment and catalyzing a renewed public interest in the area.”*

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

#### **Subject Property**

**Current Zoning:** 11-C

**Existing Land Uses:** Supermarket, gas station, and barber shop

#### **Direction: Northwest**

**Current Zoning:** 11-C

**Existing Land Uses:** Vacant retail structures and Retail

#### **Direction: Northeast**

**Current Zoning:** 11-C

**Existing Land Uses:** Single Family Detached Dwellings, Professional Office, Parking Lot, and Personal Services

#### **Direction: Southeast**

**Current Zoning:** Central Business District (CBD)

**Existing Land Uses:** Parking lot and Vacant retail structure

#### **Direction: Southwest**

**Current Zoning:** 11-C

**Existing Land Uses:** Vehicle Sales/Services New and Used

The uses which are permitted as a matter of right or permitted upon issuance of a conditional use permit in the 11-C and CBD zoning districts are indicated by the letters "P" and "C," respectively, in the following tables:

| 11-C DISTRICT PERMITTED & CONDITIONAL USE TABLE |   |
|---|---|
| Bed and Breakfast                               | P |
| Business Services I                             | P |
| Business Services II                            | P |
| Cocktail Lounge                                 | C |
| Detention Facilities                            | C |
| Dwelling, Single Family, Detached               | C |
| Dwelling, Multiple Family                       | P |
| Dwelling, Single Family with Apartment          | C |
| Education, Secondary and College                | C |
| Education, Primary                              | C |

|  |   |
|--|---|
| Funeral Services                       | P |
| Life Care Development                  | C |
| Manufacturing, Custom                  | P |
| Personal Services I                    | P |
| Personal Services II                   | P |
| Personal Services, Limited             | P |
| Professional Offices                   | P |
| Restaurant, General                    | P |
| Restaurant, Limited                    | P |
| Retail Trade - I                       | P |
| Retail Trade - II                      | C |
| Retail Trade - Limited                 | P |
| Tourist/Visitor & Recreation Service   | P |
| Transportation Terminal (Bus/Aviation) | C |
| Vehicle Maintenance and Repair         | C |
| Vehicle Sales/Service Used             | C |
| Vehicle Sales/Service - New            | P |

| CBD DISTRICT PERMITTED & CONDITIONAL USE TABLE               |   |
|--|---|
| Printing   | P |
| Quick Printing   | P |
| New Car Dealers  | C |
| Used Car Dealers   | C |
| Automotive Parts, Accessories, and Tire Stores (Retail Only) | P |
| Furniture and Home Furnishings Stores                        | P |
| Electronics and Appliance Stores                             | P |
| Nursery, Garden Stores                                       | P |
| Hardware Stores  | P |
| Food and Beverage Stores                                     | P |
| Health and Personal Care Stores                              | P |
| Gasoline Stations (w/Dev. Stnds.)                            | C |
| Gasoline Stations with Convenience Stores (w/Dev. Stnds.)    | C |
| Clothing and Clothing Accessories Stores                     | P |
| Jewelry , Luggage and Leather Goods Store                    | P |
| Sporting Goods, Hobby, Book, and Music Stores                | P |
| General Merchandise Stores                                   | P |
| Miscellaneous Store Retailers                                | P |
| Used Merchandise Stores (w/o Drop-off)                       | P |
| Non-store Retailers  | C |
| Scenic and Sightseeing Transportation                        | P |
| Postal Service   | P |
| Couriers and Messengers (Retail and Drop- off Only)          | P |
| Publishing Industries (except Internet)                      | C |
| Motion Picture and Sound Recording Industries                | P |
| Motion Picture Theaters (except Drive-Ins)                   | P |

|   |   |
|---|---|
| Broadcasting (except Internet) - (w/o towers)   | P |
| Telecommunications (w/o towers)   | P |
| Data Processing, Hosting and Related Services   | P |
| Other Information Services  | P |
| Monetary Authorities-Central Bank   | P |
| Credit Intermediation and Related Activities  | P |
| All Other Non-depository Credit Intermediation (Pawnshops)                              | P |
| Securities, Commodity Contracts, and Other Financial Investments and Related Activities | P |
| Insurance Carriers and Related Activities   | P |
| Agencies, Brokerages, and Other Insurance Related Activities                            | P |
| Funds, Trusts, and Other Financial Vehicles   | P |
| Real Estate   | P |
| Lessors of Nonresidential Buildings (except Mini-warehouses)                            | P |
| Passenger Car Rental and Leasing  | C |
| Consumer Electronics and Appliances Rental  | P |
| Formal Wear and Costume Rental  | P |
| Video Tape and Disc Rental  | P |
| Other Consumer Goods Rental   | P |
| General Rental Centers  | C |
| Office Machinery and Equipment Rental and Leasing                                       | P |
| Professional, Scientific, and Technical Services  | P |
| Other Specialized Design Services   | P |
| Veterinary Services (w/o kennels)   | C |
| Management of Companies and Enterprises   | P |
| Administrative and Support Services   | P |
| Business Service Center   | P |
| Elementary and Secondary Schools  | P |
| Junior Colleges   | P |
| Colleges, Universities and Professional Schools   | P |
| Business Schools and Computer and Management Training                                   | P |
| Technical and Trade Schools (Classroom Only)  | P |
| Other Schools and Instruction (Classroom Only)  | P |
| Educational Support Services  | P |
| Ambulatory Health Care Services   | P |
| Offices of Physicians   | P |
| Offices of Dentists   | P |
| Offices of Other Health Practitioners   | P |
| Outpatient Care Centers   | P |
| Other Outpatient Care Centers   | P |
| Medical and Diagnostic Laboratories   | P |
| Home Health Care Services   | P |
| Other Ambulatory Health Care Services (except air ambulance)                            | P |
| All Other Ambulatory Health Care Services   | P |
| Hospitals   | C |
| General Medical and Surgical Hospitals  | C |

|   |   |
|---|---|
| Psychiatric and Substance Abuse Hospitals   | C |
| Specialty (except Psychiatric and Substance Abuse) Hospitals                        | C |
| Nursing Care Facilities   | P |
| Residential Mental Retardation, Mental Health and Substance Abuse Facilities        | C |
| Community Care Facilities for the Elderly (w/o Nursing Care)                        | P |
| Other Residential Care Facilities   | P |
| Social Assistance (Office only)   | P |
| Individual and Family Services  | P |
| Community Food and Housing, and Emergency and Other Relief Services                 | P |
| Vocational Rehabilitation Services  | P |
| Child Day Care Services (Includes Adult)  | P |
| Performing Arts, Spectator Sports, and Related Industries (except spectator sports) | P |
| Performing Arts Companies   | P |
| Spectator Sports  | C |
| Promoters of Performing Arts, Sports, and Similar Events                            | P |
| Agents and Managers for Artists, Athletes, Entertainers, and Other Public Figures   | P |
| Independent Artists, Writers, and Performers  | P |
| Museums, Historical Sites, and Similar Institutions (w/o Zoos)                      | P |
| Amusement, Gambling, and Recreation Industries                                      | C |
| Hotel/Motel   | P |
| Bed-and-Breakfast Inns  | P |
| Food Services and Drinking Places   | P |
| Limited - Services Eating Places (w/Dev. Stnds.)                                    | P |
| Mobile Food Services  | P |
| Automotive Repair and Maintenance   | C |
| Automotive Oil Change and Lubrication Shops   | C |
| Car Washes  | C |
| Electronic and Precision Equipment Repair and Maintenance (Minor)                   | P |
| Personal and Household Goods - Repair and Maintenance                               | P |
| Personal Care Services  | P |
| Death Care Services   | P |
| Coin-Operated Laundries and Drycleaners   | P |
| Other Personal Services   | P |
| Pet Care Services (except veterinary/kennels)                                       | P |
| Parking Lots and Garages (by fee)   | P |
| Religious, Grant-making, Civic, Professional, and Similar Organizations             | P |
| Religious Organizations   | P |
| Grant-making and Giving Services  | P |
| Social Advocacy Organizations   | P |
| Civic and Social Organizations  | P |
| Business, Professional, Labor, Political, and Similar Organizations                 | P |
| Private Households  | P |
| Executive, Legislative, and Other General Government Support                        | P |

|   |   |
|---|---|
| Justice, Public Order, and Safety Activities                                  | P |
| Administration of Human Resource Programs                                     | P |
| Administration of Environmental Quality Programs                              | P |
| Administration of Housing Programs, Urban Planning, and Community Development | P |
| Administration of Economic Programs   | P |
| Space Research and Technology   | C |
| National Security and International Affairs                                   | C |
| Single Family   | P |
| Duplex  | P |
| Multi-Family  | P |
| Upper Story Residential (Loft Apartments)                                     | P |
| Accessory Uses & Structures   | P |

**Thoroughfare Plan:** Main Street is designated as a Primary or Principal Arterial. Principal arterials typically serve as the highest traffic volume corridors, prioritizing longer-distance trips and providing connectivity between surrounding communities and major activity centers within Kerrville. A typical principal arterial is a four-lane divided roadway with a raised median, which can accommodate turning traffic at intersections and regulates access to the adjacent development. In rural and constrained areas or where there is a high volume of left-turning vehicles, the roadway may be undivided with a center turn lane at intersections. Hays Street, Jefferson Street, and Francisco Lemos, are not designated on the Thoroughfare Plan.

**Traffic Impact:** To be determined

**Parking:** To be determined

### **RECOMMENDED ACTION:**

Approve Ordinance 2019-02 as presented.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2019-02**

**AN ORDINANCE AMENDING THE CITY'S "ZONING CODE" BY  
CHANGING THE ZONING DISTRICT FOR AN APPROXIMATE  
6.790 ACRES, CONSISTING OF LOTS 1 AND 2, H.E.B. ADDITION  
AND PORTIONS OF LOTS 300-302 AND LOTS 348-349, BLOCK  
48 OF THE SCHREINER 2<sup>ND</sup> ADDITION, BOTH SUBDIVISIONS  
WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS;  
AND MORE COMMONLY KNOWN AS THE PROPERTY  
LOCATED AT 300 MAIN STREET (STATE HWY. 27); BY  
REMOVING THE PROPERTY FROM THE 11-C ZONING  
DISTRICT AND PLACING IT WITHIN THE CENTRAL  
BUSINESS ZONING DISTRICT (CBD); CONTAINING A  
CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND  
SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM  
PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2000.00);  
ORDERING PUBLICATION; AND PROVIDING OTHER  
MATTERS RELATING TO THE SUBJECT**

**WHEREAS**, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing which was held before the City Council on January 8, 2018, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in the change of a zoning district for the property generally located at 300 Main Street, and between the intersections of Main Street and Hays Street and Main Street and Francisco Lemos Street; such change to result in the removal of the property from the 11-C Zoning District to placement within the Central Business Zoning District (CBD); and

**WHEREAS**, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on January 8, 2018, as advertised; and

**WHEREAS**, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after receiving and considering the recommendations of the Planning and Zoning Commission and City staff; and after considering among other things, the character of the various areas of the City and the suitability of particular uses in each area; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City, the Council finds it to be in the best interest of the health, safety, morals, and general welfare of the City of Kerrville, Texas, to amend the City's Zoning Code to change the zoning district for the property described below by placing it within the Central Business Zoning District (CBD);

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

**SECTION ONE.** The zoning district for the following property generally located at 300 Main Street is changed from the 11-C Zoning District to the Central Business Zoning District (CBD):

**Being 6.790 acres situated in the city of Kerrville, Kerr County, Texas, and consisting of Lots 1 and 2, Block 1, H.E.B. Addition according to the plat thereof recorded in Volume 6, Page 120 of the Plat Records of Kerr County, Texas, together with portions of Lots 300 thru 302 and Lots 348-349, Block 48 of the Schreiner 2<sup>nd</sup> Addition, as conveyed to CC Butt Grocery Company in the following deeds of record of the Official Public Records of Kerr County, Texas: Volume 13, Page 206; Volume 13, Page 8553; Volume 883, Page 479; Volume 883, Page 667; and Volume 886, Page 120; said 6.790 acres being more particularly described and depicted at Exhibits A and B, attached hereto and made a part hereof for all purposes.**

**SECTION TWO.** The change to and application of the Central Business Zoning District as provided in Section One, above, shall also apply to Hays Street and its right-of-way, as the City is vacating, abandoning, closing, and quitclaiming its rights in such interest pursuant to a separate ordinance.

**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 Section 11-I-4(c) of the City's Zoning Code.

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

**SECTION FIVE.** If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall

not affect the validity of the remaining portions of this Ordinance. City Council declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

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

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

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

**PASSED AND APPROVED ON FIRST READING, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2019.**

**PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_\_ of \_\_\_\_\_, A.D., 2019.**

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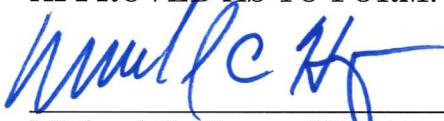
Bill Blackburn, Mayor

ATTEST:

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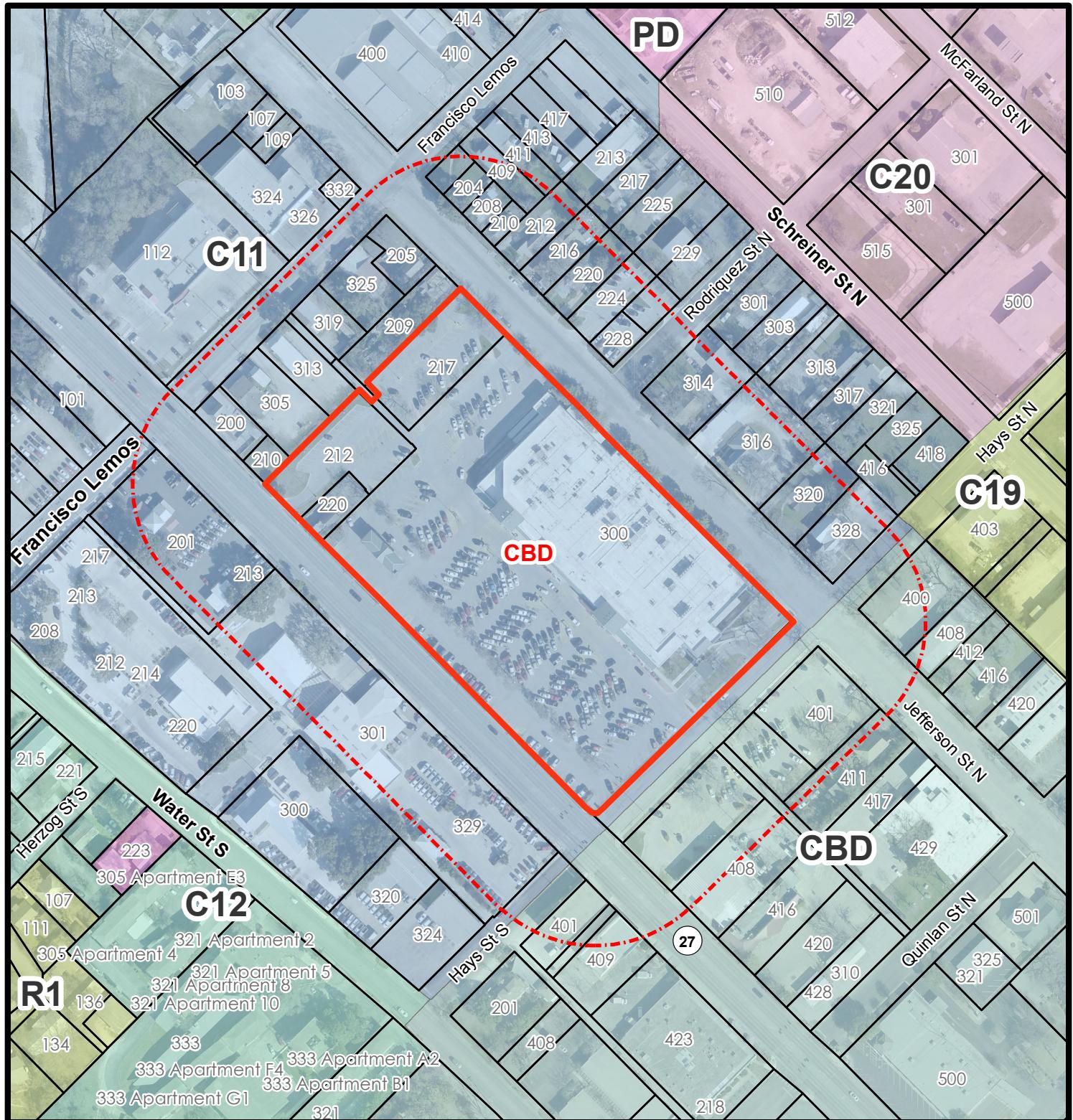
Cheryl Brown, Interim City Secretary

APPROVED AS TO FORM:



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Michael C. Hayes, City Attorney



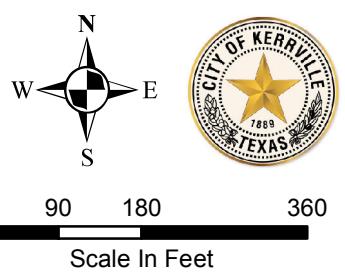
## Location Map

**Case # 2018-073**

**Location:**  
**212, 220, and 300 Main Street**  
**and 217 Jefferson Street**

## Legend

## 200' Notification Area Subject Properties Current Zoning Requested Zoning

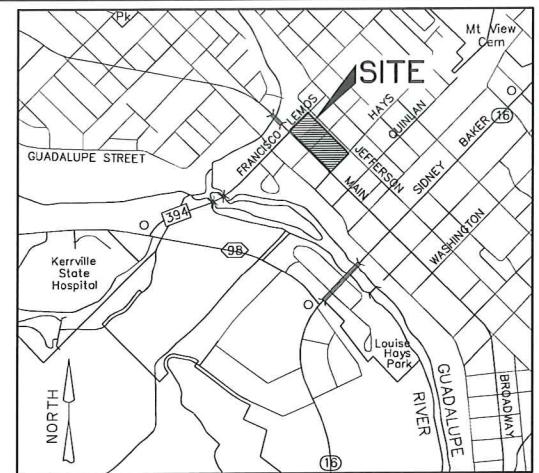


This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative locations.

NOTE:  
THERE ARE NO PROPERTIES WITHIN  
1000' WITH A SIMILAR USE

### AREA TO BE REZONED

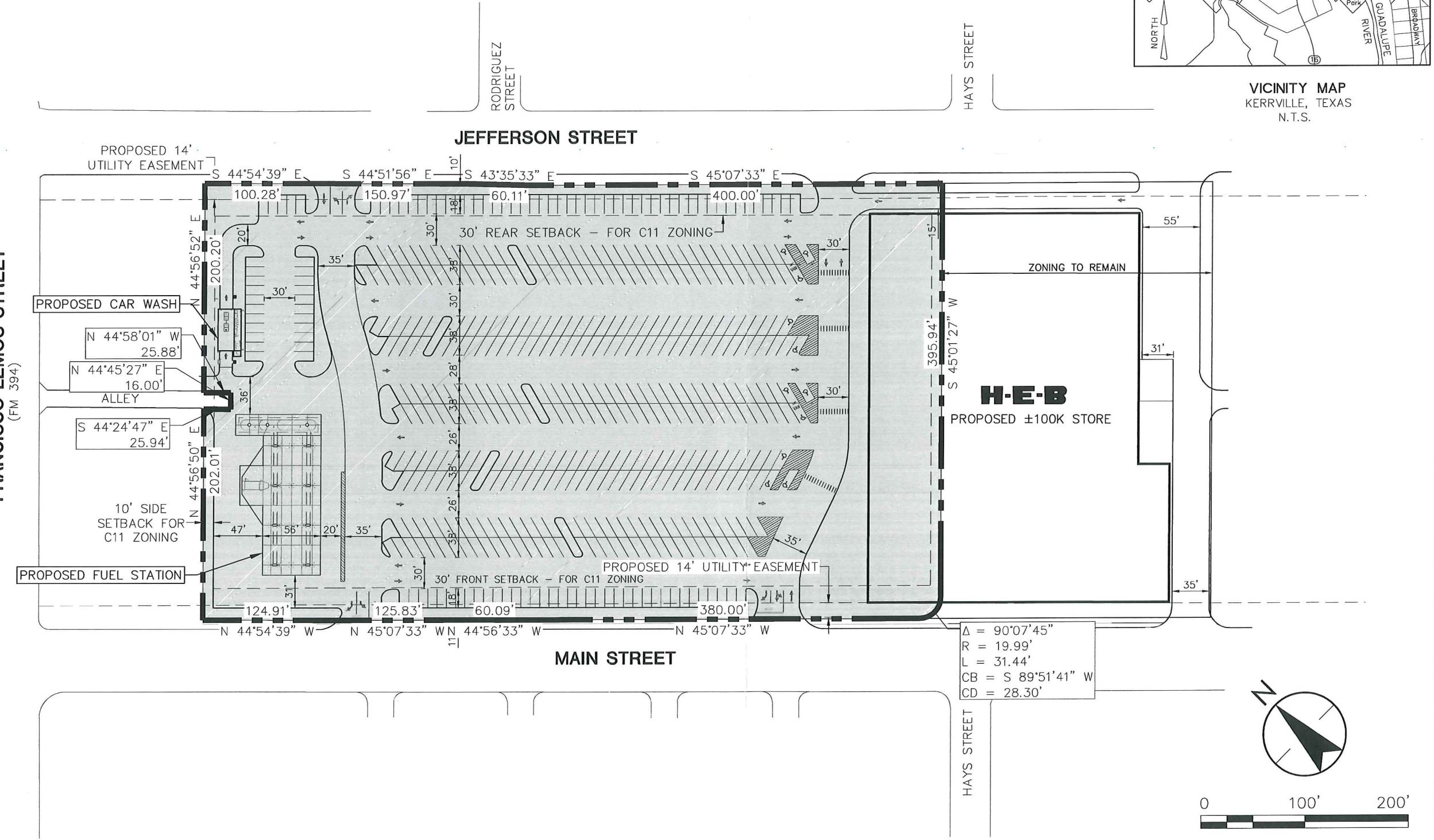
**VICINITY MAP  
KERRVILLE, TEXAS  
N.T.S.**



## RENNVILLE #1

CONCEPTE PLAN  
09-24-2018

San Antonio, Texas 78216  
TBPE#6324 TBPLS#10194228  
[www.stantec.com](http://www.stantec.com)





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

**SUBJECT:** Ordinance No. 2019-03 vacating, abandoning, and closing two public rights-of-way consisting of a portion of Hays Street as it extends between Main Street (State Highway 27) and Jefferson Street, and consisting of approximately 0.5792 acres; and a portion of the public alley located between Hays Street and Quinlan Street, and consisting of approximately 0.0726 acres; said rights-of-way are out of the Chas Schreiner 2<sup>nd</sup> Addition to the City of Kerrville, a subdivision of Kerr County, Texas, according to the Plat recorded in Volume K, Pages 107 of the Deed Records of Kerr County, Texas; making a finding that neither the street nor the alley is required for present or future public use; providing for the terms and conditions of vacation, abandonment, and closure; providing for the furnishing of a certified copy of this Ordinance for recording in the Official Public Records of Kerr County, Texas, as a Quitclaim Deed; authorizing the City Manager to take all necessary action to effectuate the vacation, abandonment, closure, and quitclaim; and providing for a public hearing.

**AGENDA DATE OF:** 1/8/2019

**DATE SUBMITTED:** 12/5/2018

**SUBMITTED BY:** Drew Paxton

**EXHIBITS:** Ordinance 2019-03  
Site plan and map

| <b>Expenditure Required:</b> | <b>Current Balance in Account:</b> | <b>Amount Budgeted:</b> | <b>Account Number:</b> |
|------------------------------|------------------------------------|-------------------------|------------------------|
| \$0                          | N/A                                | N/A                     | N/A                    |

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

| <b>Kerrville 2050 Item?</b> | <b>Yes:</b>  | <b>No:</b> <input type="checkbox"/> |
|-----------------------------|--|-------------------------------------|
| <b>Key Priority Area</b>    | E - Economic Development   |                                     |
| <b>Guiding Principle</b>    | E4 - Balance, broaden and diversify the City's tax base, shifting the tax burden away from residential property owners |                                     |
| <b>Action Item</b>          | Explore opportunities to capitalize on expanding existing businesses   |                                     |

**SUMMARY STATEMENT:**

The Kerrville 2050 Comprehensive plan called for the City to look at opportunities to help existing local businesses expand their operations in order to achieve the overall goal of balancing, broadening, and diversifying the City's tax base, helping shift the tax burden away from residential property owners. In addition, the Kerrville 2050 plan also called for the City to assist in the assembly of land for new Downtown investments.

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H-E-B has requested the closure and abandonment of Hays Street between Main Street and Jefferson Street and a portion (adjacent to their property) of the alley from Hays Street to Quinlan Street. Hays street is a local level street and is not designated on the Thoroughfare Plan.

This street closure ties into the CBD zoning request as well as H-E-B's future plans to redevelop the site. The request is consistent with the Kerrville 2050 Comprehensive Plan, as previously stated. The subject property is located within Strategic Catalyst Area 1 which comprises the downtown core and central business district. "There should be a strong focus on redevelopment and catalyzing a renewed public interest in the area."

The City received an appraisal as to the fair market value of the City's interest in the Rights-of-way (ROW) along Hayes Street, which was assessed at \$250,000. As part of the overall redevelopment project, H-E-B will be assisting the City with relocating and enhancing the stormwater drainage facilities along the Hayes Street/Jefferson/SH27 corridor, which currently do not operate very well. The drainage improvements that can be attributed to helping solve the regional stormwater issue, above and beyond that which would be necessary for the H-E-B project, are estimated to have an overall construction value of \$148,000. Therefore, H-E-B will be compensating the City \$102,000 for the removal of the City's interest in the Hayes St. ROW.

**RECOMMENDED ACTION:**

Approve Ordinance 2019-03 as presented.

**CITY OF KERRVILLE, TEXAS**  
**ORDINANCE NO. 2019-03**

AN ORDINANCE VACATING, ABANDONING, AND CLOSING TWO PUBLIC RIGHTS-OF-WAY CONSISTING OF A PORTION OF HAYS STREET AS IT EXTENDS BETWEEN MAIN STREET (STATE HIGHWAY 27) AND JEFFERSON STREET, AND CONSISTING OF APPROXIMATELY 0.5792 ACRES; AND A PORTION OF THE PUBLIC ALLEY LOCATED BETWEEN HAYS STREET AND QUINLAN STREET, AND CONSISTING OF APPROXIMATELY 0.0726 ACRES; SAID RIGHTS-OF-WAY ARE OUT OF THE CHAS SCHREINER 2<sup>ND</sup> ADDITION TO THE CITY OF KERRVILLE, A SUBDIVISION OF KERR COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME K, PAGES 1-7 OF THE DEED RECORDS OF KERR COUNTY, TEXAS; MAKING A FINDING THAT NEITHER THE STREET NOR THE ALLEY IS REQUIRED FOR PRESENT OR FUTURE PUBLIC USE; PROVIDING FOR THE TERMS AND CONDITIONS OF VACATION, ABANDONMENT, AND CLOSURE; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, AS A QUITCLAIM DEED; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE VACATION, ABANDONMENT, CLOSURE, AND QUITCLAIM; AND PROVIDING FOR A PUBLIC HEARING

**WHEREAS**, the owner of the property located at 300 Main Street ("Owner") and adjacent properties plans to redevelop and upgrade its existing store; and

**WHEREAS**, pursuant to this redevelopment, the Owner has requested that the City vacate, abandon, and close a portion of Hays Street as this street extends between Main Street (State Highway 27) and Jefferson Street; and a portion of an alley that intersects Hays Street; such interests are more specifically described below and are collectively referred to herein as the "Rights-of-way"; and

**WHEREAS**, the Owner either owns or will own prior to the final adoption of this Ordinance, the property on both sides of the Rights-of-way; and

**WHEREAS**, City staff has considered the public's present and future use of the Rights-of-way and do not believe that the street or alley is required for such use; and

**WHEREAS**, based upon its analysis, City staff recommends vacating, abandoning, and closing the Rights-of-way; and

**WHEREAS**, the City received an appraisal as to the fair market value of the City's interest in the Rights-of-way, Council has reviewed that appraisal and in consideration of this appraisal, the redevelopment of the property, the construction and dedication of public improvements, and the removal of future maintenance requirements for the Rights-of-way, Council finds that the City is receiving adequate value for the action it is taking herein; and

**WHEREAS**, the City of Kerrville, Texas, is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

**WHEREAS**, Texas Transportation Code Section 311.007 authorizes any such city to vacate, abandon, or close any street or alley; and

**WHEREAS**, City Council held a public hearing beginning at approximately 6:00 p.m. on January 8, 2019, as advertised, to consider public comments regarding the issue of vacation, abandonment, and closure of the Rights-of-way; and

**WHEREAS**, City Council authorizes the City Manager to effectuate the formal vacation, abandonment, closure, and quitclaim of the Rights-of-way, subject to the terms of this Ordinance; and

**WHEREAS**, the City Council of the City of Kerrville, Texas, acting pursuant to state law and to facilitate the redevelopment of property, finds it to be in the public interest and advisable to vacate, abandon, close, and quitclaim the Rights-of-Way, subject to the limitations and conditions which follow;

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

**SECTION ONE.** The facts and findings set forth in the preamble to this Ordinance are hereby found to be true and correct and are adopted.

**SECTION TWO.** Subject to the limitations and conditions which follow, the City Council hereby vacates, abandons, closes, and quitclaims in favor of the abutting property owner, as appropriate, all of the City's right, title, and interest of the public in and to the following public street rights-of-way, constituting an improved portion of Hays Street as it extends between Main Street (State Highway 27) and Jefferson

Street; and the alley that intersects Hays Street and continues east from Hays Street toward Quinlan Street; both interests being more particularly described and depicted in **Exhibits A and B**, attached hereto and incorporated herein by reference. The vacation, abandonment, and closure does not extend to any portion of Hays Street or the alley referenced above not described in **Exhibits A and B**.

**SECTION THREE.** The vacation, abandonment, and closure of the Rights-of-way described in **Exhibits A and B**, and authorized herein, is made and accepted subject to all existing easements, whether apparent or non-apparent, aerial, or underground. In addition, the approval of this Ordinance does not waive any part of the City's development process or approvals required by City Code for development and construction activities, which may include platting and the conveyance of easements to the City in connection with such plat, such as easements for utilities, storm drainage, fire lanes, and access.

**SECTION FOUR.** The vacation, abandonment, and closure authorized herein shall extend only to the public right, title, easement, and interest for the street and alley and shall be construed to extend only to that interest which the City Council may legally and lawfully vacate, abandon, and close, to include quitclaiming such rights in favor of the abutting property owner to the street and alley.

**SECTION FIVE.** The City Secretary is authorized and directed to prepare a certified copy of this Ordinance and furnish the same to abutting property owner(s), and in addition, record this abandonment Ordinance in the Official Public Records of Kerr County, Texas, which such recording shall serve as the quitclaim deed of the City of Kerrville, Texas, of all the right, title, or interest of the City in and to said Rights-of-way described in **Exhibits A and B**.

**SECTION SIX.** The Owner shall pay \$102,000.00 to the City as a portion of the value to be realized by the City and public in response to the vacation, abandonment, and closure of the Rights-of-way.

**SECTION SEVEN.** The City Manager is authorized to execute any documents necessary to complete the vacation, abandonment, and closure, and quitclaim contemplated herein.

**SECTION EIGHT.** The payment that the City receives pursuant to Section Six above shall be transferred into the appropriate budget line item and shall be

utilized solely for street maintenance purposes in accordance with Section 253.001, Texas Local Government Code.

**SECTION NINE.** This Ordinance takes effect upon its adoption.

**PASSED AND APPROVED ON FIRST READING, this the \_\_\_\_ day of  
\_\_\_\_\_, A.D., 2019.**

**PASSED AND APPROVED ON SECOND AND FINAL READING, this  
the \_\_\_\_ day of \_\_\_\_\_, A.D., 2019.**

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Bill Blackburn, Mayor

ATTEST:

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Cheryl Brown, Interim City Secretary

APPROVED AS TO FORM:

A blue ink signature of Michael C. Hayes.

Michael C. Hayes, City Attorney

# EXHIBIT A



0.5792 Acres  
(25,231 Sq. Ft.)  
2223-10812 EX1.dwg

Fn. No. 2223-10812-EX1  
October 2<sup>nd</sup>, 2018  
Job No. 2223-10812

## FIELDNOTE DESCRIPTION

Being 0.5792 acres situated in the city of Kerrville, Kerr County, Texas, being a portion of Hays Street located between Main Street and Jefferson Street as shown on Chas Schreiner 2<sup>nd</sup> Addition to the City of Kerrville, a Subdivision of Kerr County Texas, according to the plat of said subdivision recorded in Volume K, Page 1 of the Deed Records of Kerr County Texas; This 0.5792 acres being more particularly described by Metes and Bounds with all bearings being referenced to the Texas State Plane Coordinate System, South Central Zone, North American Datum of 1983;

**Beginning**, at a found 1 inch iron bar in the most easterly corner of Lot 1, Block 1 of the H.E.B Addition Subdivision as recorded in Volume 6, Page 120 of the Official Public Records of Kerr County, Texas, being also the intersection corner of the southwesterly right-of-way line of Jefferson St. (80' R.O.W.) and the northwesterly right-of-way line of Hays St. (60' R.O.W.)

**Thence**, S 45° 06' 22" E, with the southwesterly right-of-way line of Jefferson St., over and across Hays Street, 60.25 feet, to a found 1/2 inch rod for the northwest corner of Lot 336, Block 50 of said Schreiner 2<sup>nd</sup> Addition conveyed to HEB Grocery Company by deed of record in Volume 1571, Page 690 of the Official Public Records of Kerr County, Texas;

**Thence**, along the with the southeasterly right-of-way line Hays St. and the northwest lines of Lot 336, a 16' Alley of said Schreiner 2<sup>nd</sup> Addition and Lots 1 & 2, Block 2 of the said H.E.B. Addition, S 45° 01' 27" W, 396.24 feet, to a point for the beginning of a curve return to the left;

**Thence**, along the arc of said curve to the left with a central angle of 97° 04' 44", a radius of 18.42 feet, and a chord which bears S 01° 30' 52" W, 27.60 feet for a total arc distance of 31.21 feet to a point in the northeasterly right-of-way line of Main St. (80' R.O.W.);

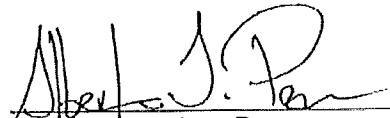
**Thence**, with the northeasterly right-of-way line of Main St., over and across Hays St., N 44° 54' 39" W, 99.22 feet, to a point for the beginning of a curve return to the left;

**Thence**, along the arc of said curve to the left with a central angle of 90° 07' 45", a radius of 19.99 feet, and a chord which bears N 89° 51' 41" E, 28.30 feet for a total arc distance of 31.44 feet to a point in the northwesterly right-of-way line of Hays St. and the southeasterly line of said Lot 1, Block 1 of H.E.B. Addition;

# EXHIBIT A

Page 2 of 3

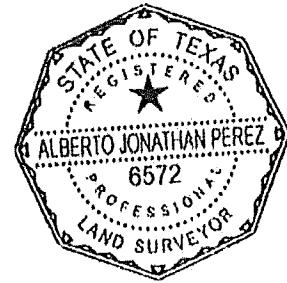
**Thence**, along the northwesterly right-of-way line of Hays St. and the southeasterly line of said Lot 1, Block 1 of H.E.B. Addition, N 45° 01' 27" E, 395.94 feet, to the **Point of Beginning**, containing 0.5792 acres (25,231 square feet) of land, more or less.



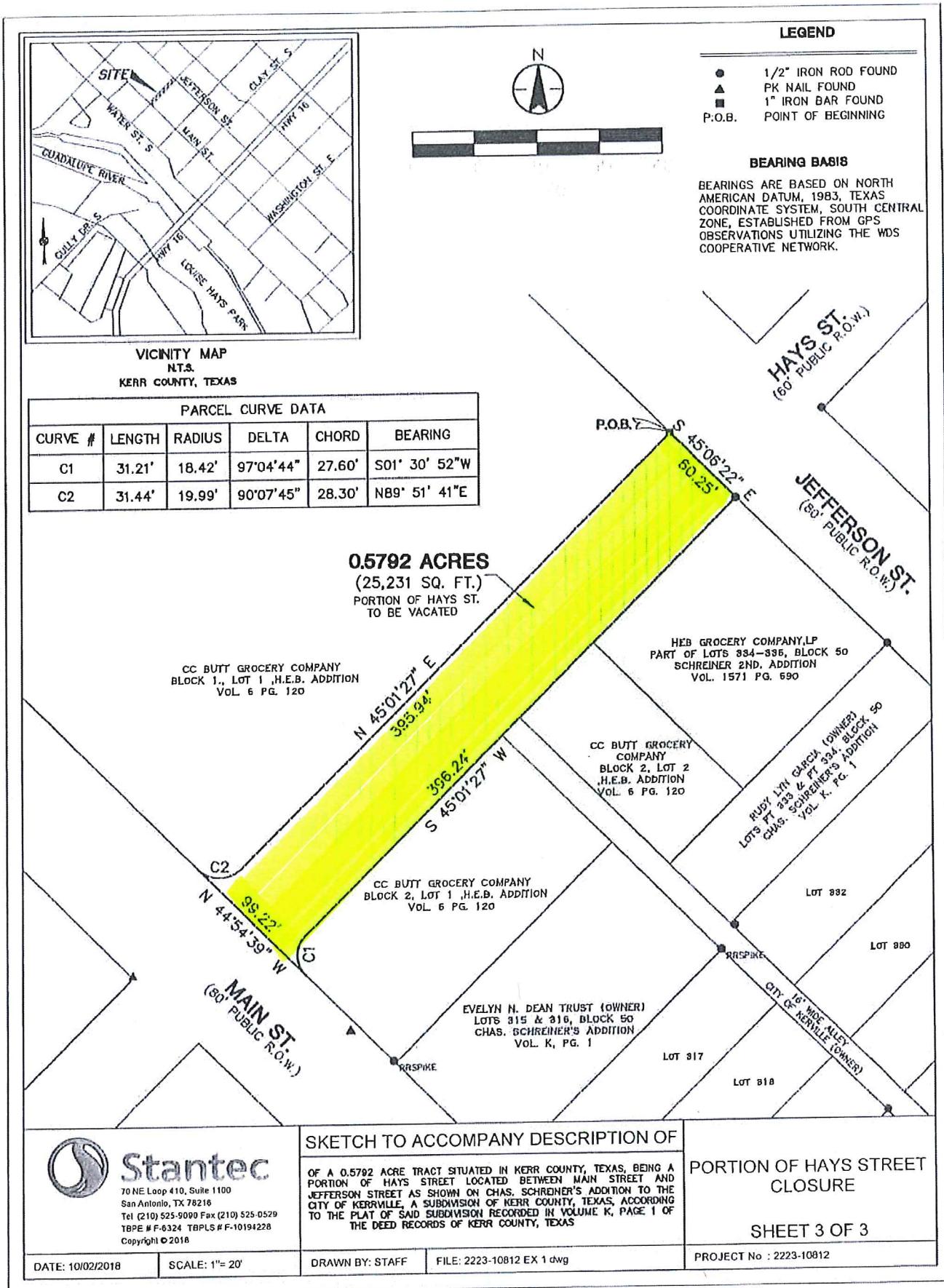
Alberto Jonathan Perez

Registered Professional Land Surveyor  
Texas Registration Number 6572  
Stantec Consulting Services, Inc.  
70 NE Loop 410, Suite 1100  
San Antonio, Texas 78216  
210/525-9090  
TBPLS Firm No.: 10194228

10/03/2018  
DATE



# EXHIBIT A



# EXHIBIT B



0.0726 Acres  
(3,163 Sq. Ft.)  
2223-10812 EX2 .dwg

Fn. No. 2223-10812-EX2  
October 3<sup>rd</sup> , 2018  
Job No. 2223-10812

## FIELDNOTE DESCRIPTION

Being 0.0726 acres situated in the city of Kerrville, Kerr County, Texas, being a portion of a 16' wide Public Alley in Block 50 located between Hays Street and Quinlan Street as shown on Block 50 of the Chas Schreiner 2<sup>nd</sup> Addition to the City of Kerrville, a Subdivision of Kerr County Texas, according to the plat of said subdivision recorded in Volume K, Page 1 of the Deed Records of Kerr County Texas; This 0.0726 acres being more particularly described by Metes and Bounds with all bearings being referenced to the Texas State Plane Coordinate System, South Central Zone, North American Datum of 1983;

**Commencing**, at a found 1/2-inch rod for the northwest corner of Lot 336, Block 50 of said Schreiner 2<sup>nd</sup> Addition conveyed to HEB Grocery Company by deed of record in Volume 1571, Page 690 of the Official Public Records of Kerr County, Texas; being also the intersection corner of the southwesterly right-of-way line of Jefferson St.(80' R.O.W.) and the southeasterly right-of-way line of Hays St. (60' R.O.W.)

**Thence**, along the with the southeasterly right-of-way line Hays St. and the northwest lines of Lot 336 of said Schreiner 2<sup>nd</sup> Addition and Lot 2, Block 2 of the H.E.B. Addition Subdivision as recorded in Volume 6, Page 120 of the Official Public Records of Kerr County Texas, S 45° 01' 27" W, 200.10 feet, to the **Point of Beginning** of herein described tract;

**Thence**, along the south lines of said Lot 2, Block 2 of the H.E.B. Addition and a portion of Lots 333-334 of said Schreiner 2<sup>nd</sup> Addition, S 44° 58' 33" E, 193.00 feet to a set 1/2-inch iron rod;

**Thence**, over and across said 16' wide Alley, the following courses;

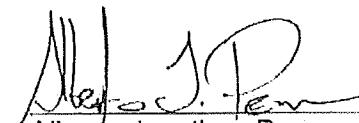
- S 45° 01' 27" W, 8.10 feet to a set 1/2-inch iron rod;
- S 44° 54' 04" E, 7.00 feet to a set 1/2-inch iron rod;
- S 45° 01' 27" W, 8.10 feet to a found rrspike being the common back corner of Lot 316 and Lot 317 of said Block 50 of the Schreiner 2<sup>nd</sup> Addition;

# EXHIBIT B

Page 2 of 3

**Thence**, along the north lines of said Lot 1, Block 2 of the H.E.B. Addition and Lots 315-316 of said Schreiner 2<sup>nd</sup> Addition, N 44° 55' 33" W, 200.00 feet to a point in the southeasterly right-of-way line of Hays St.;

**Thence**, along the southeasterly right-of-way line of Hays St. over and across said 16' wide Alley, N 45° 01' 27" E, 16.03 feet, to the **Point of Beginning**, containing 0.0726 acres (3,163 square feet) of land, more or less.

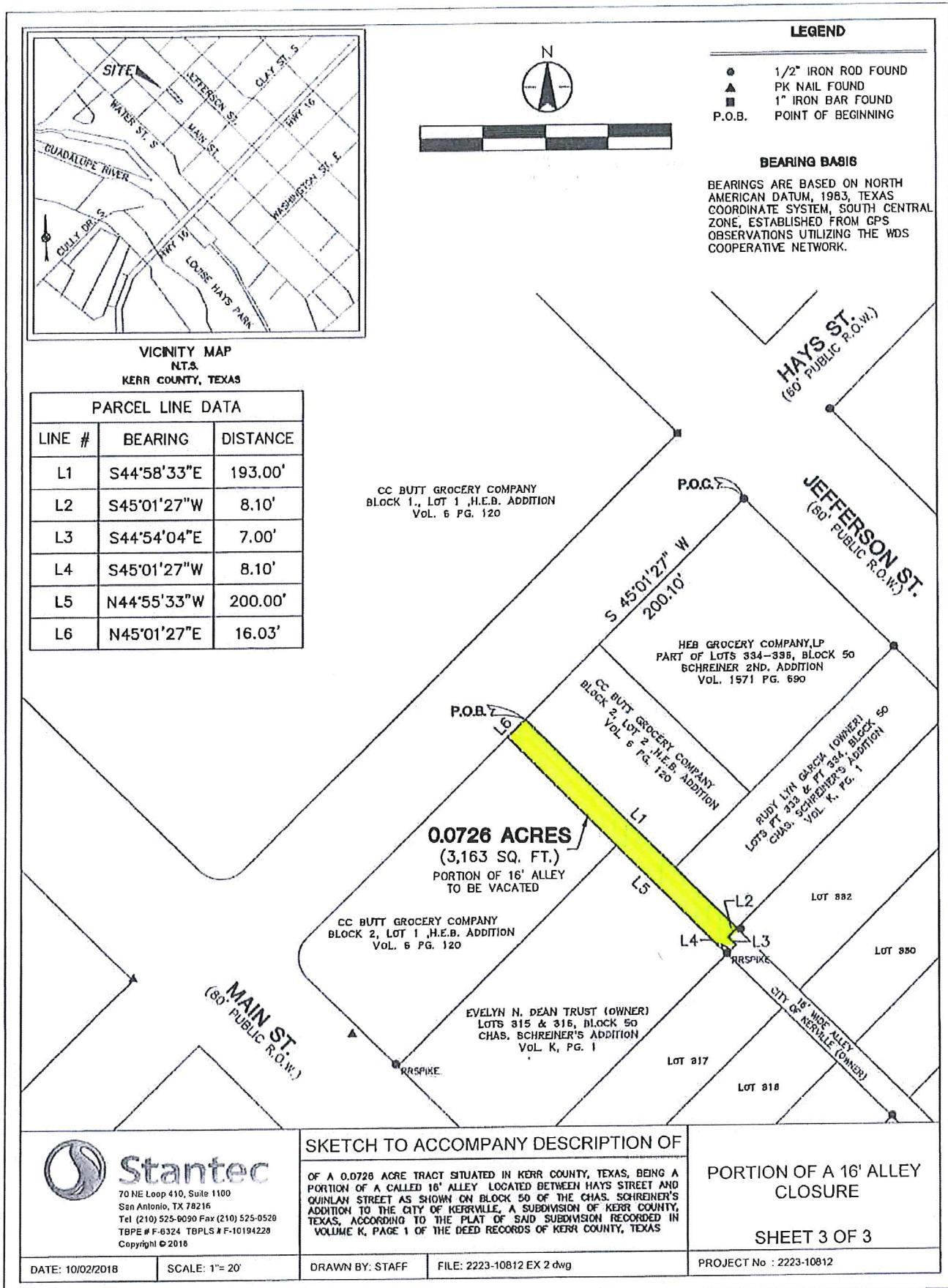


Alberto Jonathan Perez  
Registered Professional Land Surveyor  
Texas Registration Number 6572  
Stantec Consulting Services, Inc.  
70 NE Loop 410, Suite 1100  
San Antonio, Texas 78216  
210/525-9090  
TBPLS Firm No.: 10194228

10/03/2018  
DATE



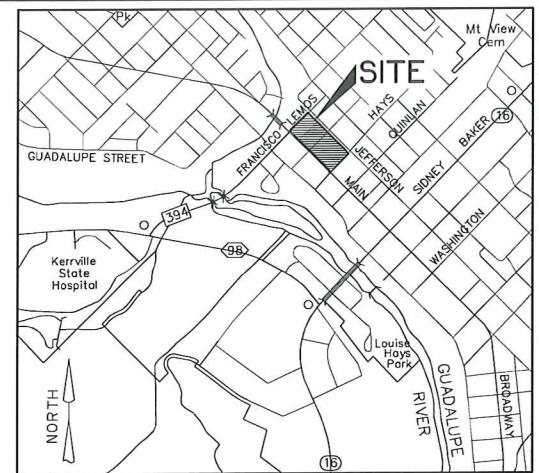
# EXHIBIT B



NOTE:  
THERE ARE NO PROPERTIES WITHIN  
1000' WITH A SIMILAR USE

AREA TO BE REZONED

**VICINITY MAP**  
**KERRVILLE, TEXAS**  
**N.T.S.**



FRANCISCO LEMOS STREET

PROPOSED 14' JEFFERSON STREET

1. *What is the primary purpose of the study?*

$$\begin{aligned}
 \Delta &= 90^{\circ}07'45'' \\
 R &= 19.99' \\
 L &= 31.44' \\
 CB &= S 89^{\circ}51'41'' \\
 CD &= 28.30'
 \end{aligned}$$

1145



## KERRVILLE #1

CONCEPT PLAN  
09-24-2018

V:\2223\active\22231081\civil\drawing\exhibits\222310812EXH10\_Zoning.dwg  
2018/09/24 10:09 AM By: Riemenschneider, Kyle



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

**SUBJECT:** Ordinance No. 2019-01 creating a "Planned Development District" for Professional Office, Retail Trade I, and Warehousing and Distribution uses on an approximately 4.27 acre tract of land, out of the Patrick Fleming Survey No. 666, Abstract 145, within the City of Kerrville, Kerr County, Texas, more commonly known as 318 Leslie Drive; adopting a concept plan and conditions related to the development of said District; containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed \$2,000 for each day of violation of any provision hereof; ordering publication; and providing other matters relating to the subject.

**AGENDA DATE OF:** 1/8/2019

**DATE SUBMITTED:** 12/19/2018

**SUBMITTED BY:** Drew Paxton

**EXHIBITS:** Site Plan, Map, Ordinance

|                                     |   |                                |                               |
|-------------------------------------|---|--------------------------------|-------------------------------|
| <b>Expenditure Required:</b><br>N/A | <b>Current Balance in Account:</b><br>N/A | <b>Amount Budgeted:</b><br>N/A | <b>Account Number:</b><br>N/A |
|-------------------------------------|---|--------------------------------|-------------------------------|

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

|  |   |            |
|--|---|------------|
| <b>Kerrville 2050 Item?</b><br>Key Priority Area<br>Guiding Principle<br>Action Item | <b>Yes:</b> <input type="checkbox"/><br>N/A<br>N/A<br>N/A | <b>No:</b> |
|--|---|------------|

**SUMMARY STATEMENT:**

Public hearing, consideration, and action to recommend an ordinance for a zoning change from Gateway District, "GTW," to Planned Development District, "PDD," on approximately 4.27 acres of land out of the Patrick Fleming Survey No. 666, Abstract 145 in the City of Kerrville, Kerr County, Texas, more commonly known as 318 Leslie Drive. (File No. 2018-081)

The change in zoning is being sought in order to establish a Planned Development District with the following uses: Professional Office, Retail Trade I, and Warehousing & Distribution.

**Staff Analysis**

**Consistency with the Kerrville 2050 Comprehensive Plan:** The property and surrounding area are designated Neighborhood Residential (NR) within the Future Land Use Plan. The primary land use in the NR land use category is single-family detached homes. However, the Kerrville 2050 Plan did not specifically address this area as it lies outside of the Catalyst Area # 6. Throughout the public involvement during the creation

of the Kerrville 2050 Plan, the focus was on specific catalyst areas across the City of Kerrville, with an emphasis on re-investment and in-fill projects such as this. This area, as well as a handful of other areas around town, were not specifically reviewed or changed from the previous land use plan, as established with the 2002 Comprehensive Plan. The existing surrounding area includes few single family homes and a large variety of non-residential uses: multiple construction contractor's offices and yards, septic service company, mini-warehouses, and a taxi and limousine service. The current zoning is Gateway District, which is also not consistent with the Kerrville 2050 Plan (nor the previous comprehensive plan). Since the 2002 Comprehensive Plan, the 2008 Comprehensive Plan update, and the 2050 Plan, this area has maintained the low density residential designation on the future land use plan, however, there has been little indication that the area will build out with single family homes.

During the Planning and Zoning Commission public hearing, many of the adjacent property owners spoke in support of the zoning change. Furthermore, many of the adjacent property owners voice their opposition to additional single family homes in the area.

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

#### **Subject Property**

**Current Zoning:** Gateway (GTW)

**Existing Land Uses:** Vacant

#### **Direction: North**

**Current Zoning:** Gateway (GTW)

**Existing Land Uses:** Single Family Detached Dwelling and Construction Company

#### **Direction: East**

**Current Zoning:** Gateway (GTW)

**Existing Land Uses:** Commercial – Mini-Storage and Taxi and Limousine Company

#### **Direction: South**

**Current Zoning:** Gateway (GTW)

**Existing Land Uses:** Professional Office, Plumbing Company, and Vacant

#### **Direction: West**

**Current Zoning:** Residential Mix (RM)

**Existing Land Uses:** Single Family Dwellings, Manufactured homes, and vacant

The uses which are permitted as a matter of right or permitted upon issuance of a conditional use permit in the Gateway, "GTW," zoning districts are indicated by the letters "P" and "C," respectively, in the following table:

| GTW DISTRICT PERMITTED & CONDITIONAL USE TABLE |   |
|--|---|
| Agricultural Service                           | C |
| Bed and Breakfast                              | P |

|   |   |
|---|---|
| Business Services I                     | P |
| Business Services II                    | C |
| Cocktail Lounge                         | C |
| Dwelling, Multiple Family               | P |
| Education, Secondary and College        | P |
| Education, Primary                      | C |
| Fuel Sales                              | C |
| Funeral Services                        | P |
| Institutional and Public Use Facilities | P |
| Life Care Development                   | P |
| Manufacturing, Custom                   | C |
| Personal Services I                     | P |
| Personal Services II                    | P |
| Personal Services, Limited              | P |
| Professional Offices                    | P |
| Restaurant, General                     | P |
| Restaurant, Limited                     | P |
| Retail Trade - I                        | C |
| Retail Trade - II                       | C |
| Retail Trade - III                      | C |
| Retail Trade - Limited                  | P |
| Tourist/Visitor & Recreation Service    | P |
| Transportation Terminal (Bus/Aviation)  | C |
| Vehicle Maintenance and Repair          | C |
| Vehicle Sales/Service - New             | P |

**Thoroughfare Plan:** Leslie Drive is designated a Collector. A typical collector in Kerrville is a two-lane divided roadway with a center turn lane; however, in constrained areas, a two-lane undivided roadway may be appropriate so that a portion of the right-of-way could be used for pedestrian space or on-street parking. Leslie Drive is currently only an undivided two-lane road without curbs or sidewalks. Easy Street is designated as a Local Roadway.

**Traffic Impact:** Truck traffic is anticipated especially to the proposed Warehousing and Distribution building on the property. Increased traffic is to be expected with the development of the site as with any new development.

**Parking:** 54 parking spaces are required to meet the parking requirements. 86 parking spaces are provided.

### **Recommendation**

This zoning change request has come before the City during a “time of transition” as the City of Kerrville has adopted the new Comprehensive Plan, but is still in progress with a substantial zoning code review and update. The existing land uses, the current zoning

on these properties, and the zoning code are all slightly out of alignment. This may be corrected through a series of events; the approval of the zoning change request, the pending zoning code update, and a small area plan amendment to the Kerrville 2050 Plan.

Although the case does not explicitly align with the Kerrville 2050 Comprehensive Plan, the case is consistent with the adjacent area's existing land uses, supported by the adjacent property owners, and fits well with the proximity of Loop 534 and Interstate I-10.

Staff recommends approval of the zoning change.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2019-01 as presented.

**CITY OF KERRVILLE, TEXAS**  
**ORDINANCE NO. 2019-01**

**AN ORDINANCE CREATING A “PLANNED DEVELOPMENT DISTRICT” FOR PROFESSIONAL OFFICE, RETAIL TRADE I, AND WAREHOUSING AND DISTRIBUTION USES ON AN APPROXIMATELY 4.27 ACRE TRACT OF LAND, OUT OF THE PATRICK FLEMING SURVEY NO. 666, ABSTRACT 145, WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, MORE COMMONLY KNOWN AS 318 LESLIE DRIVE; ADOPTING A CONCEPT PLAN AND CONDITIONS RELATED TO THE DEVELOPMENT OF SAID DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING A PENALTY OR FINE NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT**

**WHEREAS**, the City Planning and Zoning Commission and the City Council, in compliance with the City Charter and the State law with reference to the creation of Planned Development Districts under Article 11-I-15 of the Zoning Code of the City of Kerrville, Texas, and amending the official zoning map adopted thereby, have given the requisite notices by United States mail, publication, and otherwise; and after holding due hearings and affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the City Council of the City of Kerrville, Texas, finds that the health, safety, and general welfare will be best served by the creation of a Planned Development District for Professional Office, Retail Trade I, and Warehousing and Distribution purposes, subject to the special conditions and restrictions set out hereinafter on the property described in Section One hereof;

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

**SECTION ONE.** The property described in **Exhibit A** (the “Property”) is removed from Gateway (Zoning) District (“GTW”) and placed within a newly created Planned Development District (“PDD”) for development and use as provided herein.

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

- A. Permitted Uses:** The following uses shall be permitted within the Planned Development District subject to the conditions provided herein and the applicable regulations for each use as provided within the Zoning Code: Professional Office, Retail Trade I, and Warehousing and Distribution.

- B. Concept Plan:** The development and use of the Property shall be substantially in accordance with the Concept Plan attached as **Exhibit B**.
- C. Development Site Plan:** Prior to the City's acceptance of any civil construction or building plans, a Development Site Plan shall be submitted pursuant to City regulations.
- D. Setbacks and Height:** The Property shall be developed with the minimum setbacks from the Property lines and a maximum height in accordance with City regulations in effect at the time individual building permits are submitted to the City.
- E. Parking:** The design, number of parking spaces, and aisle dimensions must comply with the City regulations in effect at the time individual building permits are submitted to the City. All required parking spaces shall be constructed of asphalt or concrete and shall be marked and kept available for customers and employees.
- F. Parking Lot Lighting:** All outside pole lights shall be of a "shoe box" design and shall be located, shielded, and aimed in such a manner so as not to allow light to directly fall on adjacent roadways and/or properties.
- G. Parking Lot and Travel Lane Surface:** The vehicle and pedestrian traveling lanes and storage areas shall be asphalt, concrete, or such other surface in order to prevent mud, dirt, or other loose materials from being removed from the property and tracked onto the public rights-of-way by vehicles traveling from the property.
- H. Sidewalks:** The construction of sidewalks shall be required and constructed in accordance with City regulations in effect at the time building permits are submitted.
- I. Signage:** The design, installation, location, and maintenance of signs shall comply with City sign regulations existing at the time of permitting for the sign.
- J. Landscaping Regulations:** Landscaping shall be installed in accordance with the following:
  1. Planting materials planted on the Property shall be from the list of recommended plants set forth in the most recent edition of

*Recommended Plants for the Kerrville Area* published by the City at the time of planting.

2. All landscaping shall be maintained in a healthy, growing condition.

**K. Screening:** Screening shall be required in accordance with City regulations in effect at the time individual building permits are submitted to the City.

**L. Trash and Other Solid Waste:** Solid waste collection bins and dumpsters shall be equipped with lids and screened with a gate with an opaque screen on one side and masonry material finished to look substantially like the adjacent building(s) on the remaining three sides.

**M. Outdoor Storage and Display:** The outdoor storage of any materials, supplies, inventory, and/or equipment, whether in cargo containers or similar containers or buildings, is prohibited.

**N. Platting:** The development of this property shall be subject to the City's Subdivision Regulations.

**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 Section 11-I-4(c) of 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, 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 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.

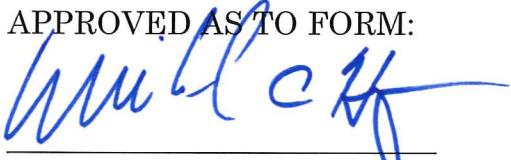
**PASSED AND APPROVED ON FIRST READING, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2019.**

**PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2019.**

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Bill Blackburn, Mayor

APPROVED AS TO FORM:

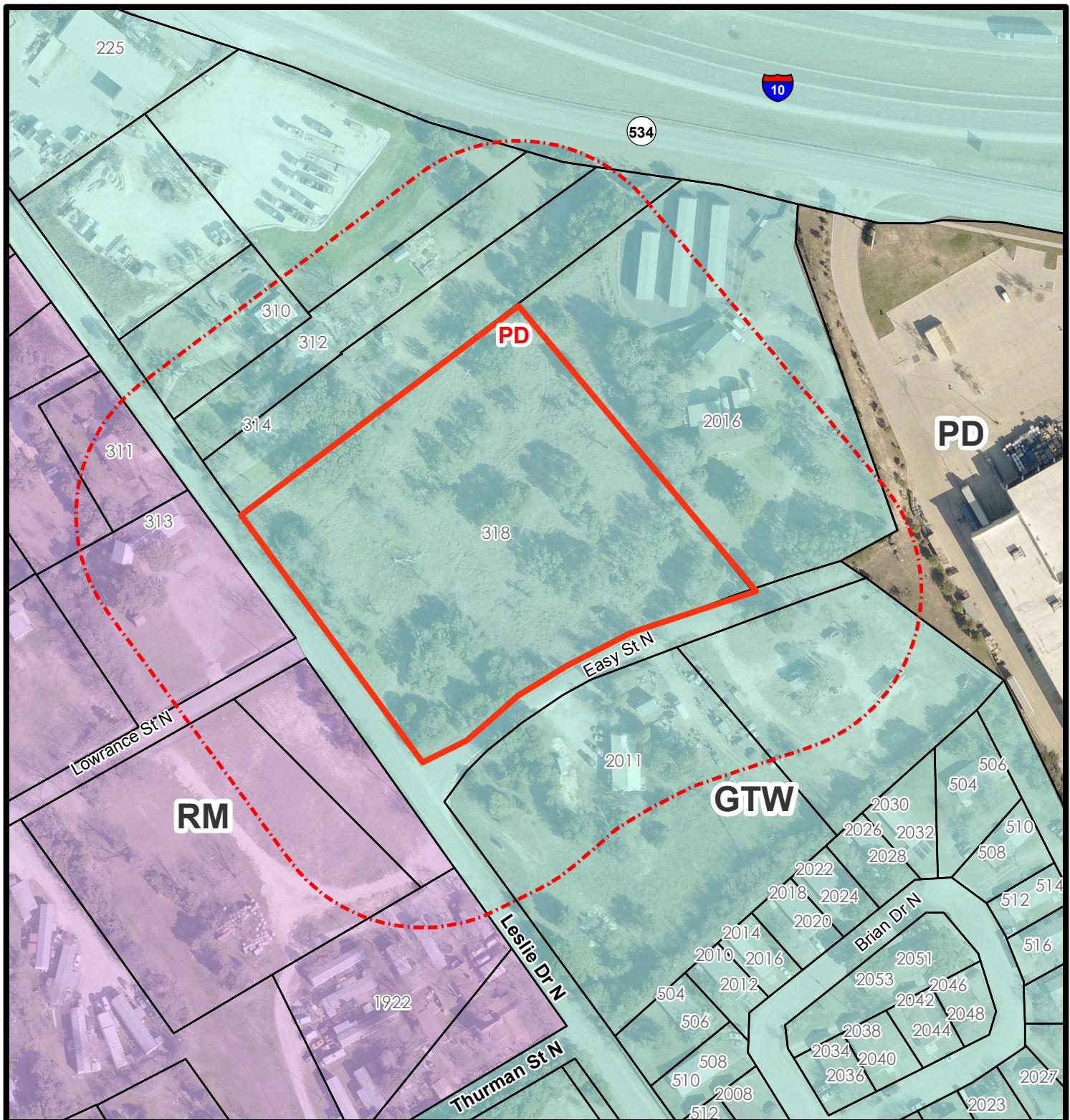


Michael C. Hayes, City Attorney

ATTEST:

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Cheryl Brown, Interim City Secretary



## Location Map

Case # 2018-081

Location:  
318 Leslie Drive

Legend  
**200' Notification Area**  
**Subject Properties**  
**Current Zoning**  
**Requested Zoning**

-----  
**TEXT**  
**(TEXT)**



0 75 150 300

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.

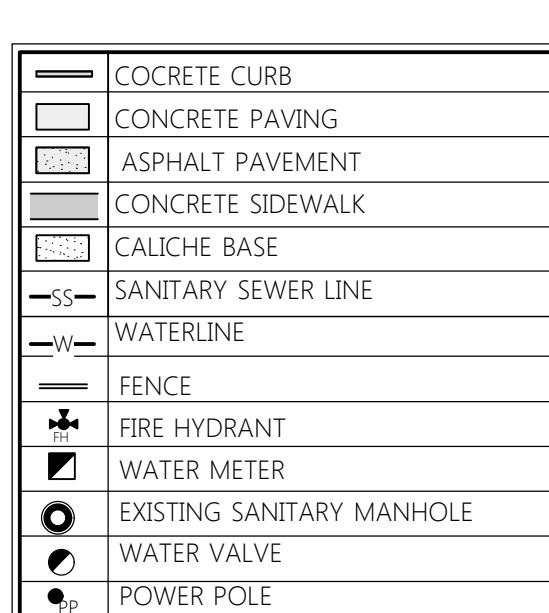
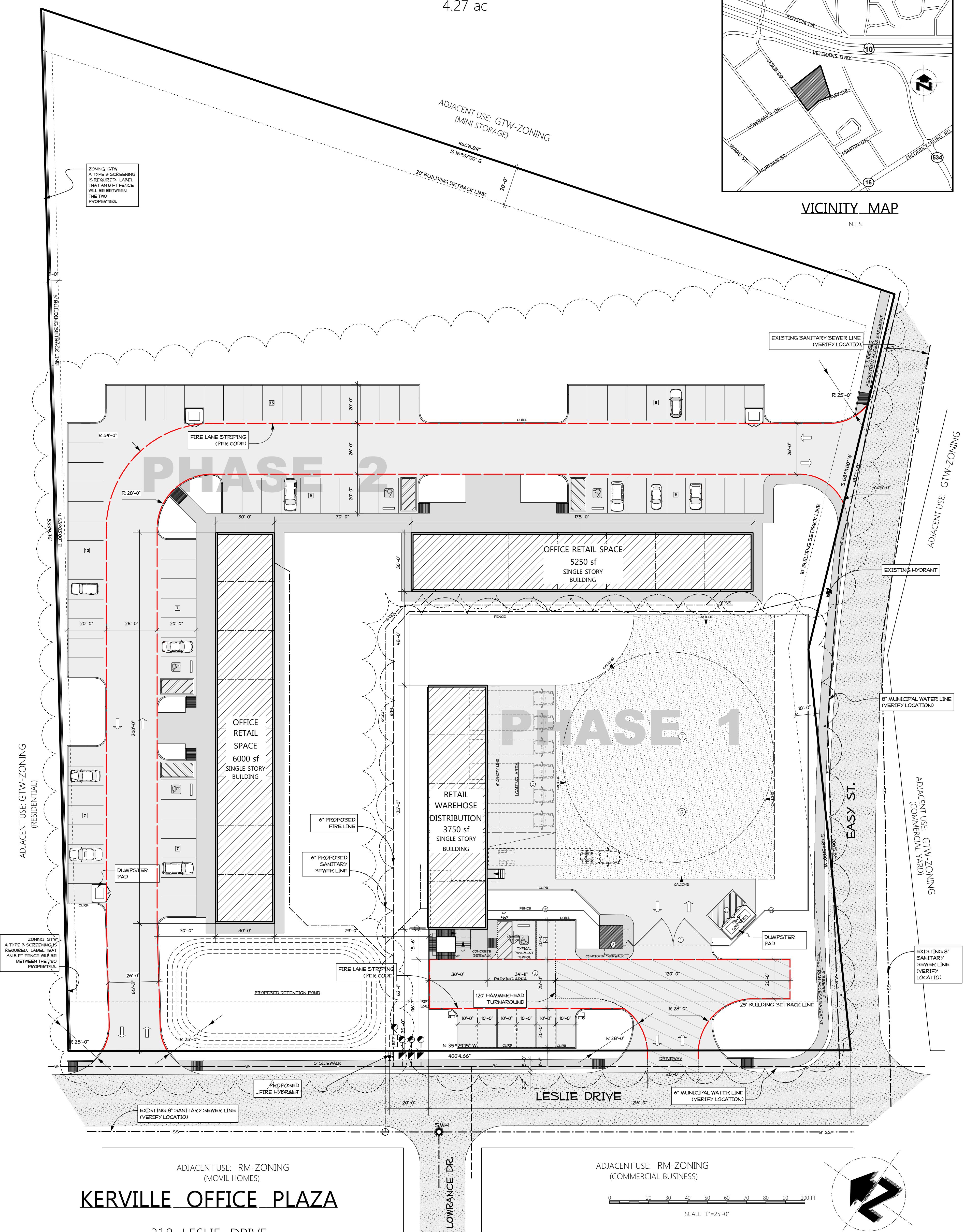
# DEVELOPMENT SITE PLAN

Address: 318 Leslie Drive

Subdivision No. ABS A0145 Fleming Sur 666

KERRVILLE, TX.

4.27 ac



| PROJECT DATA                  |           |
|-------------------------------|-----------|
| SITE AREA                     | 4.27 AC   |
| TOTAL BUILDING AREA           | 15000 SF  |
| OFFICE RETAIL SPACE           | 11250 SF  |
| PARKING PROVIDED (1:148 sf)   | 76 spaces |
| PARKING REQUIRED (1:250 sf)   | 45 spaces |
| DISABLED PARKING              | 4 SPACES  |
| RETAIL WAREHOUSE DISTRIBUTION | 3750 SF   |
| PARKING PROVIDED (1:333 sf)   | 9 SPACES  |
| PARKING REQUIRED (1:1000 sf)  | 3 SPACES  |
| DISABLED PARKING              | 1 SPACE   |
| UNLOADING (DELIVERY TRUCK)    | 1 SPACE   |
| LOADING (DISTRIBUTION TRUCK)  | 6 SPACES  |

\*\*CITY APPROVAL: This approval shall become void after three years from the date of approval unless a building permit or extension has been issued in accordance with The City of Kerrville Zoning Code, Article 11-1-15 II. G. While every effort has been made to make a complete and comprehensive review of the submitted plans, any omission and/or deletion in this plan does not relieve the contractors, architects, engineers, or other individuals involved in this project from their responsibility to fully comply with the applicable codes, regulations and ordinances. This development site plan has been approved on: \_\_\_\_\_ by \_\_\_\_\_.

Rebecca Pacini, Chief Planning Official



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

**SUBJECT:** Project Funding Agreement between the City of Kerrville, Texas, Economic Improvement Corporation; the City of Kerrville, Texas; and Schreiner University; for the development and construction of an extension to the City's River Trail to connect with Schreiner University's campus.

**AGENDA DATE OF:** 1/8/2019

**DATE SUBMITTED:** 12/21/2018

**SUBMITTED BY:** E.A. Hoppe  
Deputy City Manager

**EXHIBITS:** Project Funding Agreement

|   |   |                                |                               |
|---|---|--------------------------------|-------------------------------|
| <b>Expenditure Required:</b><br>\$1,500,000 | <b>Current Balance in Account:</b><br>N/A | <b>Amount Budgeted:</b><br>N/A | <b>Account Number:</b><br>N/A |
| <b>Project:</b> N/A                         |   |                                |                               |

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

|                             |   |                                     |
|-----------------------------|---|-------------------------------------|
| <b>Kerrville 2050 Item?</b> | <b>Yes:</b>   | <b>No:</b> <input type="checkbox"/> |
| <b>Key Priority Area</b>    | P - Parks/Open Space/River Corridor   |                                     |
| <b>Guiding Principle</b>    | P6 - Focus on connecting businesses, neighborhoods, major destinations and other amenities with parks, open spaces and the River corridor |                                     |
| <b>Action Item</b>          | P6.3 – Create a pedestrian/bike connection from Schreiner University to the River Trail   |                                     |

**SUMMARY STATEMENT:**

Schreiner University is proposing EIC funding assistance for the construction of a 1+ mile extension of the Kerrville River Trail to connect their campus to the main trail system along the Guadalupe River. The university feels that this asset will help them better market the school and community to prospective students and employees as they look to nearly double their enrollment from 1,312 in FY18 to 2,381 in FY24. The University estimates that each student has an approximate \$52,000+ economic impact to the community, with an overall *current* economic impact of \$63 million annually (anticipated to be \$132 million by 2024). The increase in enrollment will also bring forth an anticipated 60+ new faculty and staff hiring additions, with an average wage of \$54,000+.

**PROJECT HISTORY**

Summer 2018: City receives EIC application from Schreiner University and a GO Team meeting is conducted to review the application.

October 2018: A subsequent GO Team meeting is conducted.

October 29, 2018: EIC conducted an Executive Session discussion to review the status of the funding request and various potential deal points. EIC provided direction to City staff to schedule a presentation from Schreiner

University regarding the funding request, to be held on November 26<sup>th</sup>, 2018.

Nov. 26, 2018:

EIC received a presentation from Schreiner University regarding the funding request, further discussed in Executive Session and directed staff to develop a project funding agreement and post notice for a Public Hearing to be held on December 17<sup>th</sup>, 2018.

Dec. 17, 2018:

Public Hearing was conducted and EIC approved the Project Funding Agreement.

### **FUNDING AGREEMENT SUMMARY**

EIC will:

- Provide \$1,500,000 in funding for the trail extension project, in two equal installments (one in this Fiscal Year and one in the next Fiscal Year)

City of Kerrville will:

- Design and engineer project; acquire necessary easements; construct River Trail extension to Schreiner campus

Schreiner University will:

- Provide recreation easements for construction of the river trail extension
- Provide easements for parking at the trail head
- Construct a perimeter Campus Trail, with public access, that connects to the river trail extension, on or before the opening of the river trail extension
- Provide \$50,000 in direct funding support
- Provide 365 day public access (pedestrian and vehicular) to the trail head from the Park St/Travis St. intersection and campus entrance
- Construct publicly accessible restrooms near the trailhead/Robbins Lewis Pavilion within two years of the River Trail extension opening
- Maintain staff and faculty employment levels at least at current levels

### **RECOMMENDED ACTION:**

Consider Project Funding Agreement

**PROJECT FUNDING AGREEMENT BETWEEN THE CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION; THE CITY OF KERRVILLE, TEXAS; AND SCHREINER UNIVERSITY; FOR THE DEVELOPMENT AND CONSTRUCTION OF AN EXTENSION TO THE CITY'S RIVER TRAIL TO CONNECT WITH SCHREINER UNIVERSITY'S CAMPUS**

**THIS PROJECT FUNDING AGREEMENT** (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **City of Kerrville, Texas Economic Improvement Corporation** ("EIC"), a Texas non-profit corporation established by City pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code; otherwise known as the Development Corporation Act of 1979 ("the Act"); the **City of Kerrville, Texas** ("City"), a Texas home-rule municipality; and **Schreiner University**, a Texas nonprofit corporation ("Schreiner"). EIC, City, and Schreiner may sometimes be collectively referred to herein as "Parties" and individually as "Party".

**WITNESSETH:**

**WHEREAS**, pursuant to the Act, EIC is authorized to provide funding relating to the construction of projects which EIC finds to be encompassed within the definitions of "Projects", as that word is defined by Chapters 501 and 505 of the Act; and

**WHEREAS**, EIC was formed to administer the sales and use tax approved by the citizens of Kerrville, Texas, in May 1995 and collected for projects defined by the Act, including:

*land, buildings, equipment, facilities, and improvements found by the EIC to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by Section 505.152 of the Act* (emphasis supplied); and

**WHEREAS**, Schreiner is an independent liberal arts college offering a variety of four-year and master degrees; and

**WHEREAS**, Schreiner currently enrolls 1,312 students, with the goal of trying to nearly double its enrollment by 2024; and

**WHEREAS**, along with increased enrollment, Schreiner also anticipates corresponding increases in faculty and staff; and

**WHEREAS**, Schreiner is estimated to have on average a \$63 million economic annual impact to the Kerrville community each year; and

**WHEREAS**, Schreiner and the City, as documented within the its *Kerrville 2050* Comprehensive Plan, continue seeking ways with which to integrate Schreiner students and its campus into the City and to make its campus more accessible to and/or a part of community parks, amenities, and other places; and

**WHEREAS**, the parties believe that one way to accomplish such integration is to connect Schreiner's campus to the Kerrville River Trail, through an extension between the G Street area, continuing the trail along the Guadalupe River, and connecting it to Schreiner's campus and future campus perimeter trail system ("Campus Trail"); and

**WHEREAS**, Schreiner believes that quality of life amenities, such as the River Trail and its extension to campus, will help Schreiner better recruit students to achieve its enrollment goals; and

**WHEREAS**, as part of this extension, Schreiner has agreed to connect the River Trail to the Campus Trail and promote and authorize the public's use of such trail; and

**WHEREAS**, extending the River Trail in this manner will connect and make the River Trail accessible to neighborhoods surrounding Schreiner's campus; and

**WHEREAS**, City will design and construct the extension of the River Trail (the "Project"); and

**WHEREAS**, Schreiner will contribute \$50,000 toward the Project, convey required easements to City, and make specific improvements to its Campus Trail, to include the construction of public restrooms at a future date; and

**WHEREAS**, the Project is estimated to cost \$1,500,000.00; and

**WHEREAS**, the City seeks grant funding from the EIC in the amount of \$1,500,000.00, for the City to use in designing, bidding, managing, and constructing the Project; and

**WHEREAS**, EIC finds that the Project as described generally above constitutes a "project" as defined by the Act; and

**WHEREAS**, more specifically, EIC finds that the Project includes equipment, facilities, and improvements to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, and tourist purposes and events, and other related improvements that enhance any of the items described here; and

**WHEREAS**, EIC finds that it will be in the public interest to enter into this Agreement with City and Schreiner to provide sales tax revenues collected pursuant to the Act ("4B Revenues") to City for costs related to the Project; and

**WHEREAS**, on December 17, 2018, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, the EIC held a public hearing pursuant to Section 501.072 of the Act related to the proposed expenditure of 4B Revenues for the Project;

**NOW THEREFORE**, for and in consideration of the recitals set forth above and the promises made herein, the EIC, City, and Schreiner agree as follows:

1. **"Project" Defined:** When used in this Agreement, the phrase "Project" means the project summary and approximate cost itemization, to date, as specified in **Exhibit A**, attached hereto, and included herein for all purposes. City will manage the funding it receives from EIC and the design, acquisition of property interests, bidding, management, and construction of the Project. City shall not substantively alter the description of the Project in any respect without the prior approval of the EIC. In addition, City shall provide periodic reports to the EIC with respect to the Project, timing, and costs.
2. **Agreement to Fund Project:** EIC agrees to provide City an amount up to and not to exceed \$1,500,000.00 in 4B Revenues for the Project. EIC will provide the funding in two equal installments of \$750,000.00 each, with the first installment to be made on or before September 30, 2019, and the second installment to be made on or before March 31, 2020.
3. **Payments Authorized:** City is authorized to make payments for the Project directly from the General Capital Projects Fund.
4. **Eligible Costs:** Payments made by City from 4B Revenues as authorized by Section 3, above, are limited to the payment of "costs" as defined in the Act.
5. **City's Acquisition of Property:** Prior to bidding, City must receive the necessary property interests (e.g., recreation trail easements) from intervening owners to authorize its construction, management, and the public's use of the River Trail. Should City fail to accomplish any such acquisition(s), City shall report this event to EIC.
6. **Project's Timeline:** City shall begin design work on the Project on or before October 1, 2019. Thereafter, construction activities will occur on or before

January 1, 2020. Should such activities not occur by these dates, EIC may elect to terminate this Agreement.

7. **Conditions Under which City may Suspend Performance of its Obligations under this Agreement:** under any of the following conditions, the City may, at its option, after at least fifteen (15) days written notice to Schreiner, suspend further performance under this Agreement until such time as Schreiner shall have cured the condition(s) and so notified the City, in writing, that the condition(s) have been cured:

- a. Schreiner becomes insolvent. "Insolvent" is defined to mean one either has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, or is insolvent within the meaning of the federal bankruptcy law.
- b. The appointment of a receiver of Schreiner, or of all or any substantial part of the Property, and the failure of such receiver to be discharged within sixty (60) days thereafter.
- c. The adjudication of Schreiner as bankrupt.
- d. The filing by Schreiner of a petition to be adjudged as bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
- e. Should any of these conditions not be cured by Schreiner within ninety (90) days, Schreiner will be considered to have breached this Agreement and City may, at its option, with written notice to Schreiner, terminate this Agreement.

8. **Schreiner's Representations, Warranties, and Performance:**

- a. Schreiner represents and warrants as of the date hereof:
  - (i) Schreiner is a Texas nonprofit corporation existing in good standing and authorized to do business in the State of Texas;
  - (ii) Execution of this Agreement has been duly authorized by Schreiner and this Agreement is not in contravention of Schreiner's governing authority or any agreement or instrument to which Schreiner is a party or by which it may be bound as of the date hereof;
  - (iii) No litigation or governmental proceeding is pending, or, to the knowledge of Schreiner, threatened against or affecting Schreiner, which may result in a material adverse change in Schreiner's business;

properties, to include Schreiner's Property; or operations sufficient to jeopardize Schreiner's legal existence;

(iv) No written application, written statement, or correspondence submitted by Schreiner to EIC or the City in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of Schreiner, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading;

(v) Following completion of the Project, Schreiner shall meet or exceed the same number of faculty that it presently employs through December 31, 2024; and

(vi) Schreiner shall do the following:

a) Pay the City \$50,000.00 on or before September 30, 2019, which City shall use for Project costs;

b) Convey recreation trail, access, and parking easements for the public's use to City as part of the Project as specified within **Exhibit A**;

c) Construct and install its Campus Trail as depicted in **Exhibit B** on or before the opening of the Project, which the parties estimate to be on or before December 31, 2020;

d) Promote and allow, in conjunction with the River Trail, for 365 days per year public access to the Campus Trail, including the trailhead and parking area for pedestrians and vehicles; and

e) Provide public restrooms that are connected to the Campus Trail System in the general vicinity of the Robbins Lewis Pavilion located on Campus; such restrooms i) to be constructed within two years of the completion of the Project and opening of the River Trail extension; and, ii) to consist of a similar quality as the restrooms located at the trailhead within Kerrville Schreiner Park, as depicted in **Exhibit C**.

b. Except as expressly set forth in this section, Schreiner makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

9. **Reimbursement:** Should Schreiner fail to comply with its performance requirements under this Agreement, Schreiner shall pay EIC One Hundred Thousand and No/100 Dollars (\$100,000.00) as a penalty. Schreiner shall make such payment as soon as commercially practicable after the receipt of a written demand by EIC, but in no event later than thirty (30) days from the receipt of such written demand. Upon payment, Schreiner shall have no further obligation under this Agreement. EIC shall have the discretion to consider relevant circumstances before demanding payment and may require partial payment in appropriate circumstances. Failure to reimburse EIC within thirty (30) days of Schreiner's receipt of such demand shall constitute a breach of this Agreement.
10. **Severability:** The provisions of this Agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
11. **Amendment:** This Agreement may be amended only by written amendment signed by the parties.
12. **Notices:** All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the fifth business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

**For EIC**

President

City of Kerrville, Texas, Economic Improvement Corporation

City Hall, 701 Main Street

Kerrville, Texas 78028

Facsimile: (830) 792-3850

**For City**

City Manager, City of Kerrville  
City Hall, 701 Main Street  
Kerrville, Texas 78028  
Facsimile: (830) 792-3850

**Schreiner University**

Bill Muse  
Vice President for Administration and Finance  
Schreiner University  
2100 Memorial Boulevard  
Kerrville, Texas 78028  
Facsimile: (830) 792-7207

13. **Applicable Law:** This Agreement is governed by and construed in accordance with the laws of the State of Texas. The Agreement is entered into and fully performable within Kerr County, Texas. Accordingly, venue for any cause of action arising pursuant to this Agreement is proper only in Kerr County, Texas.
14. **Interpretation:** Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.
15. **No Joint Venture:** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between any or all of the parties.
16. **Parties in Interest:** Nothing in this Agreement shall entitle any party other than EIC, City, or Schreiner to any claim, cause of action, remedy, or right of any term of this Agreement.
17. **Survival of Terms:** All rights, duties, liabilities, and obligations accrued prior to termination will survive termination.
18. **Entire Agreement:** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in the year and as of the date indicated.

CITY OF KERRVILLE, TEXAS

By: \_\_\_\_\_  
Bill Blackburn, Mayor

ATTEST:

\_\_\_\_\_  
Cheryl Brown, Interim City Secretary

APPROVED AS TO FORM:

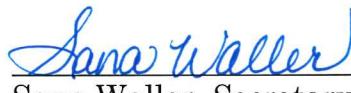


Michael C. Hayes, City Attorney

CITY OF KERRVILLE, TEXAS ECONOMIC  
IMPROVEMENT CORPORATION

By:   
Kenneth Early, President

ATTEST:

  
\_\_\_\_\_  
Sana Waller, Secretary for the EIC

SCHREINER UNIVERSITY

By: \_\_\_\_\_  
Bill Muse, Vice President for Administration  
and Finance

## Scope of Work

River Trail Extension and Trailhead – to Schreiner University and Area Neighborhoods

| Item  | Unit | Qty   |
|---|------|-------|
| Mobilization, permits, SWPPP, site clearing/prep, grading, final site work                                    | LS   | 1     |
| 10' trail, 5" thick, 30" toe downs, elevated walks, ramps   | LF   | 3700' |
| 8' trail, 5" thick, 15" toe downs, elevated walks, ramps  | LF   | 2700' |
| 6' walk, 5" thick, thickened edge (no toe downs), elevated walks, ramps                                       | LF   | 1000' |
| G St. Trailhead connection, bridge work, ramps, pavement, etc.  | LS   | 1     |
| Trailhead @ Robbins-Lewis Pavilion w/ parking, maps, furniture, landscape/irrigation, signage, lighting, etc. | LS   | 1     |
| Pedestrian Bridge (Quinlan Creek)   | LS   | 1     |
| Utilities (underground extensions, taps, meters, etc.)  | LS   | 1     |
| Construction Sub total  |      |       |
| Construction Contingency  | 10%  |       |
| Construction Total  |      |       |
| Misc. (property/trail surveying, easements, acquisition, engineering, etc.)                                   | LS   | 1     |
|   |      |       |

Exhibit A

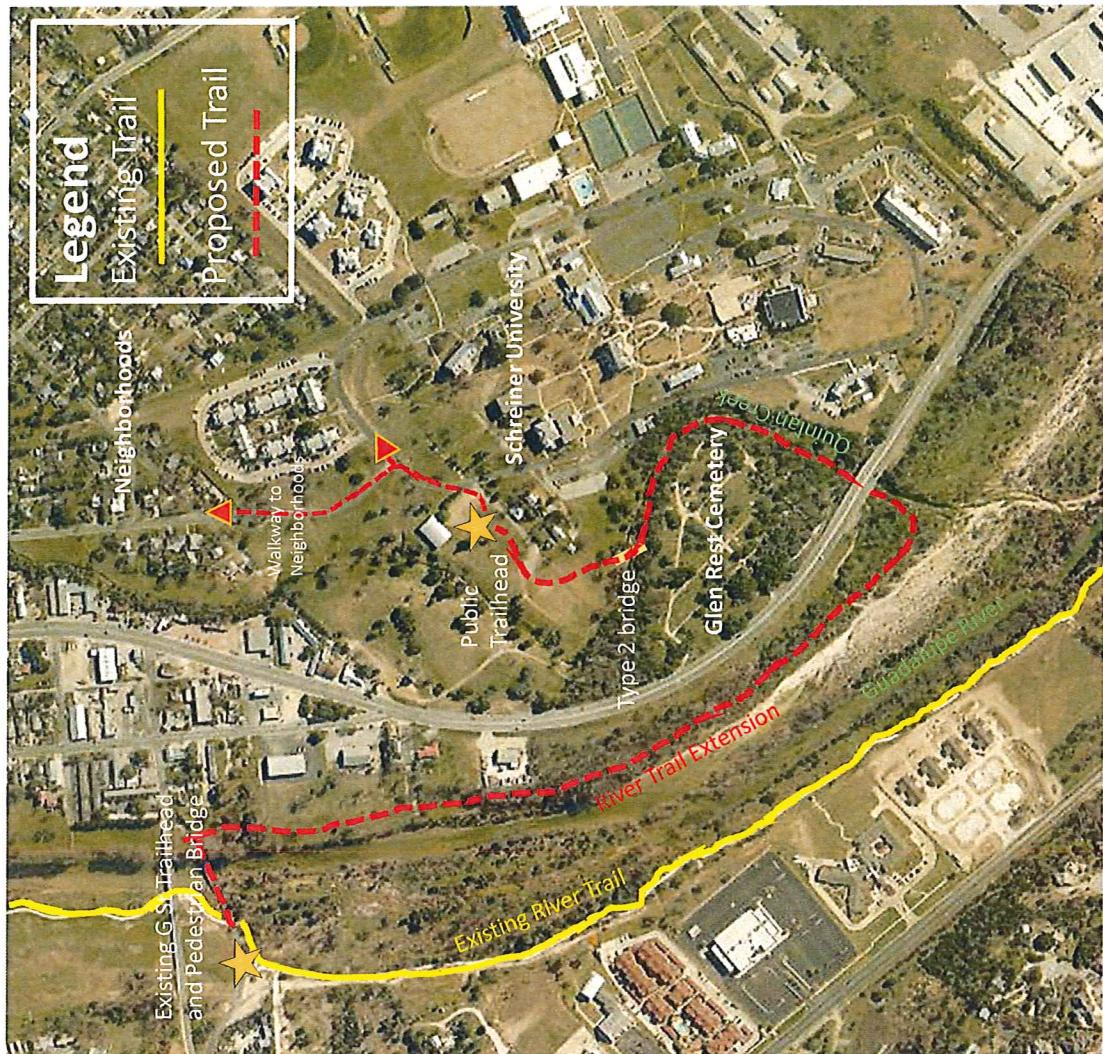


Exhibit B

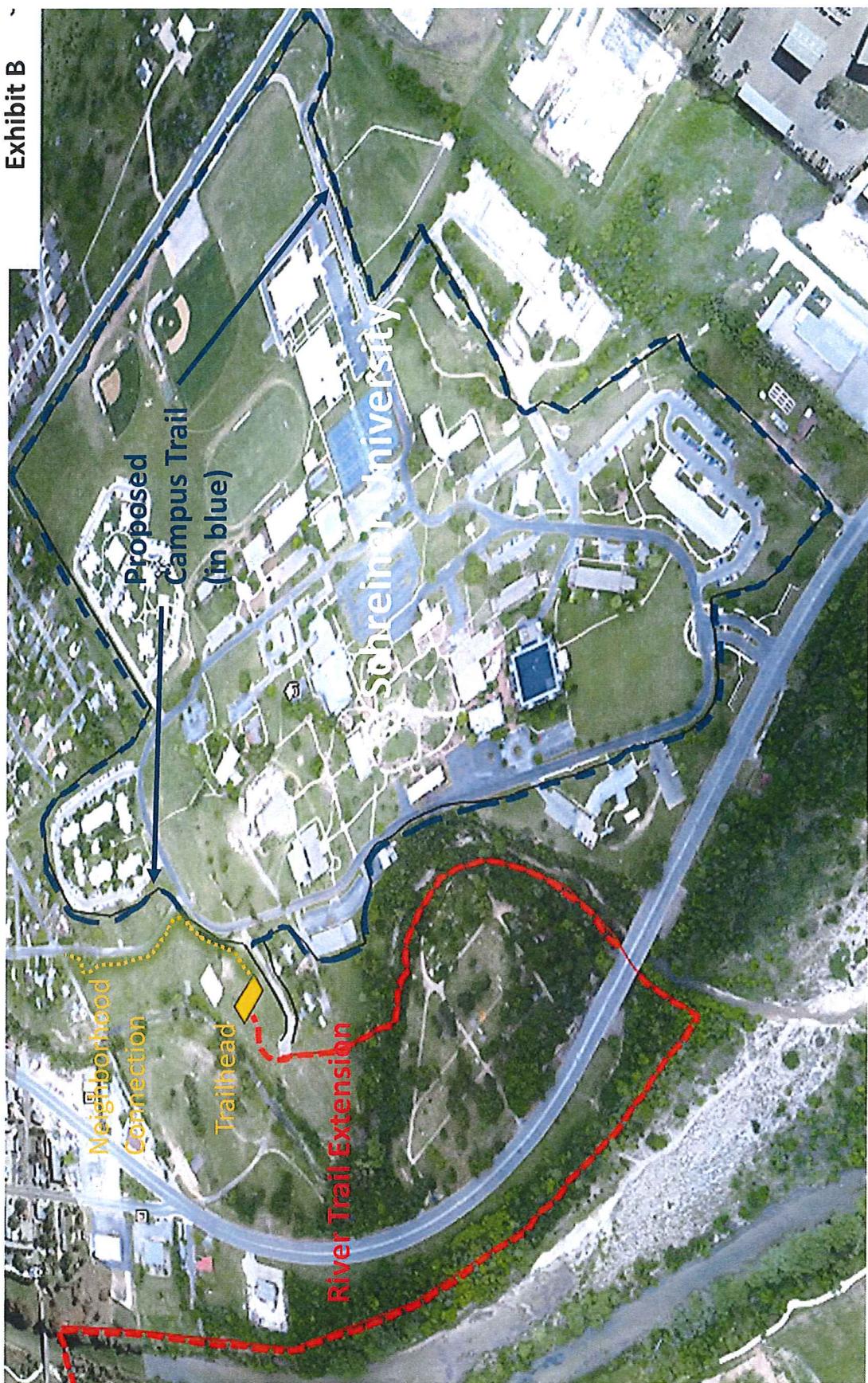
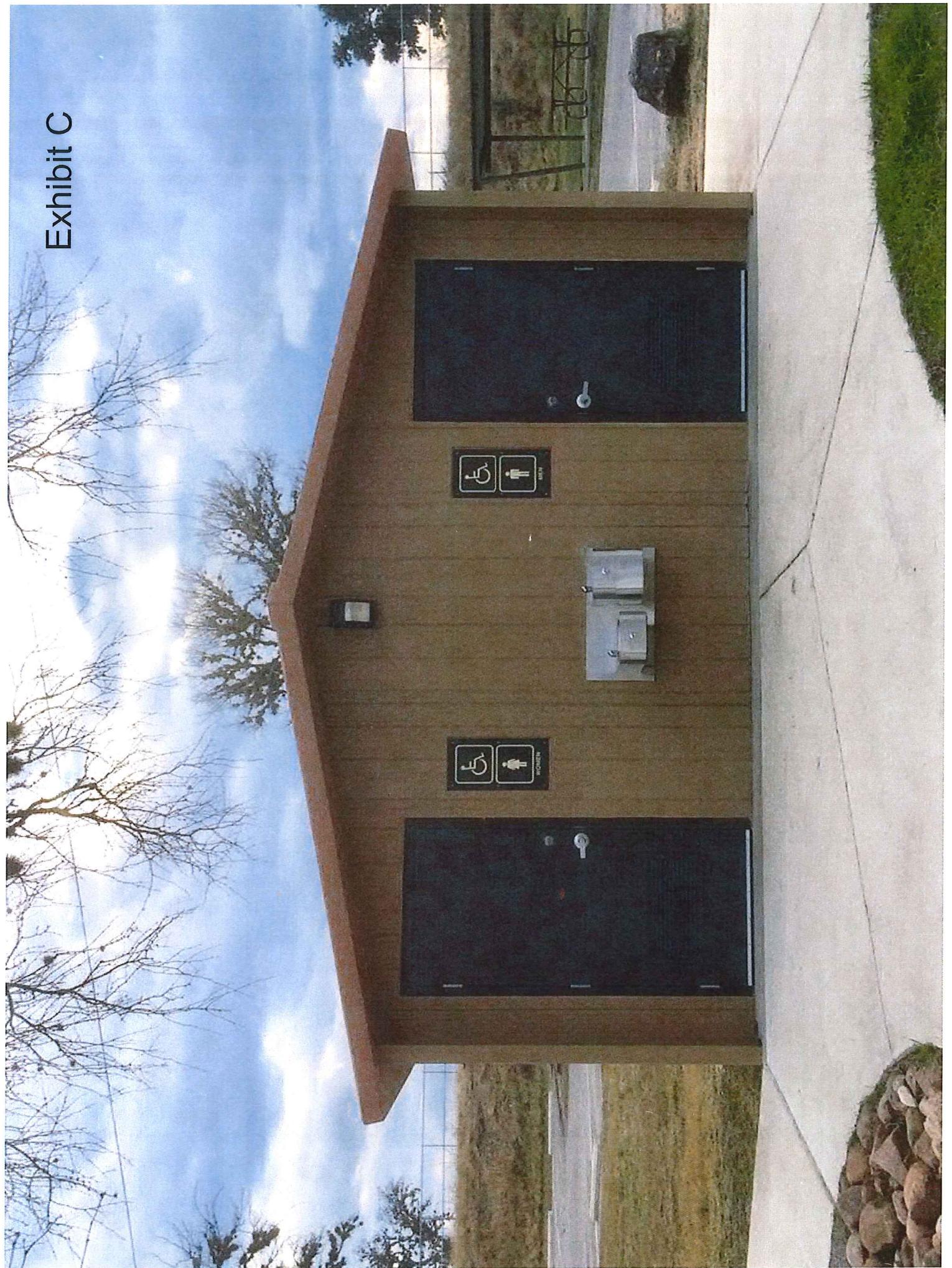


Exhibit C





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

**SUBJECT:** Authorize execution of a construction contract for the Legion Lift Station with Keystone Construction in the amount of \$5,493,663.00.

**AGENDA DATE OF:** 1/8/2019                    **DATE SUBMITTED:** 12/21/2018

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

**EXHIBITS:** Legion Lift Station\_Received Bids  
Legion Lift Station\_Recommendation Letter

|   |   |  |  |
|---|---|--|--|
| <b>Expenditure Required:</b><br>\$5,493,663 | <b>Current Balance in Account:</b><br>\$9,130,214 | <b>Amount Budgeted:</b><br>\$9,850,000 | <b>Account Number:</b><br>71-7100-5600<br><b>Project:</b> 71-17004 |
|---|---|--|--|

**PAYMENT TO BE MADE TO:** Keystone Construction  
7100 Old Bee Caves Rd  
Austin, TX 78735

|                             |   |                                     |
|-----------------------------|---|-------------------------------------|
| <b>Kerrville 2050 Item?</b> | <b>Yes:</b>   | <b>No:</b> <input type="checkbox"/> |
| <b>Key Priority Area</b>    | W - Water/Waste-Water/Drainage  |                                     |
| <b>Guiding Principle</b>    | W5 - Update and maintain the City's long-range plan for wastewater management, addressing and prioritizing infrastructure needs and identifying funding sources |                                     |
| <b>Action Item</b>          | W5.2 - Replace Legion Lift Station for reliability and greater capacity to accommodate growth   |                                     |

**SUMMARY STATEMENT:**

The replacement of Legion Lift Station was initially identified in the City of Kerrville's 2008 Water & Wastewater Master Plan as priority project number 14. In 2009, the City purchased a parcel of property on the opposite side of Loop 534 where the new lift station could be built. In 2012, the City of Kerrville updated the Wastewater Master Plan in which the replacement of the Legion Lift Station was advanced to priority project number 7. The replacement of Legion lift station is depicted as a critical upgrade due to the existing facility currently operating close to its firm capacity. The capacity limitations were later reemphasized in the Kerrville 2050 Plan as a specific action item was generated for the lift station replacement to accommodate growth within the basin.

In April 2017, Freese and Nichols, Inc. (FNI) was hired to design a new subsurface lift station to replace the old Legion lift station. The scope of this project includes the construction of a proposed lift station and force main with an ultimate peak capacity of 6,250 GPM. The existing Legion Lift Station will be decommissioned and the existing wastewater lines will be rerouted to the new Legion Lift Station site. The new Legion Lift Station will convey wastewater to the City's water reclamation plant through a proposed 20-inch force main. The Legion Lift Station basin has experienced significant growth over the past several years and it has been determined the firm capacity of this lift station

needs to be expanded to 9.0 MGD. The City explored various funding options and has been approved for funding assistance with the Economic Improvement Corporation (EIC) and the Texas Water Development Board (TWDB) debt-financing program for the Legion Lift Station project. Per the agreement with TWDB, the City is not required to use the full amount of the loan for the Legion Lift Station project.

Design documents were completed and four bids were received on December 18, 2018 with Keystone Construction submitting the apparent low bid. FNI and City staff evaluated the bid and recommend awarding the contract to Keystone Construction to complete the project in the amount of \$5,493,663.

This quality bid was fortunately lower than the original preliminary engineering estimate of \$6,500,000. At the 30% design level in Fall 2017 the project was estimated to cost \$8.3 million due to rising construction costs being experienced across the industry, which was consistent with the 2012 Wastewater Master Plan estimate of \$7.75 million plus 3% annual inflation escalations. Consequently, the City sought TWDB funding for a \$10 million project to allow for bids in the mid \$8 million range plus contingencies. In addition, the design engineering costs for the project are eligible for reimbursement from TWDB funding, which total \$734,000. With the quality bid that was received the City will be evaluating whether to reduce the level of reimbursement sought by the TWDB, or to apply to the TWDB for those funds to be utilized for other eligible projects identified within the Kerrville Wastewater Master Plan and eligible under the TWDB funding criteria.

**RECOMMENDED ACTION:**

Authorize execution of a construction contract with Keystone Construction.

## **Project Name : Legion Lift Station**

**Engineering Number: PW#17-006**

## **Bid Opening: December 18, 2018**



Innovative approaches  
Practical results  
Outstanding service

1251 Sadler Dr. Building 1, Suite 1150 • San Marcos, Texas 78666 • 512-213-3200 • (FAX) 512-312-3201 [www.freese.com](http://www.freese.com)

January 2, 2019

City of Kerrville  
200 Sidney Baker Street  
Kerrville, Texas 78028

Attn: Kyle Burrow, P.E.  
City Engineer

Re: Legion Lift Station  
FNI Project No. KER17355  
City of Kerrville Engineering No. PW17-006  
Recommendation of Award of Contract

Mr. Burrow:

Listed below is the summary of Bids for the City of Kerrville – Legion Lift Station Project. A total of four Bids were received on December 18, 2018.

Below is a summary of the bids:

| <u>Bidder</u>                          | <u>Bid Amount</u> |
|--|-------------------|
| Keystone Construction                  | \$5,493,663.00    |
| Black Castle General Contractor        | \$5,895,732.00    |
| Spies Construction Co., Inc.           | \$5,957,985.00    |
| Associated Construction Partners, Ltd. | \$5,926,362.00    |

Freese and Nichols' estimate for the project was \$5,762,673 to \$6,534,990.00.

Based on their Statement of Qualifications and the references checked, Keystone Construction appears to be qualified and capable of performing the work for this project. Based on this information, Freese and Nichols, Inc. recommends that the City of Kerrville award the construction contract for this project to Keystone Construction for the amount of \$5,493,663.00.

If you have any questions or concerns, please call me at 512-213-3206.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Charles Kucherka'.

Charles Kucherka, P.E.  
Project Manager

Attachments  
Bid Tabulation

# BID TABULATION



Innovative approaches  
Practical results  
Outstanding service

1251 Sadler Drive Building One, Suite 1150 \* San Marcos, Texas 78666 \* 512-213-3200 \* FAX 512-213-3201

PROJECT NO: KER17355

BID DATE: December 18, 2018

CLIENT: City of Kerrville

PROJECT: Legion Lift Station

CITY ENGINEERING NO. PW#17-006

| GENERAL BASE BID ITEMS |  |      |                    | Keystone Construction |                 | Black Castle General Contractor |                 | Spiess Construction Co., Inc. |                 | Associated Construction Partners, Ltd. |                 |
|------------------------|--|------|--------------------|-----------------------|-----------------|---------------------------------|-----------------|-------------------------------|-----------------|--|-----------------|
| Item No.               | Description  | Unit | Estimated Quantity | Unit Price            | Extended Amount | Unit Price                      | Extended Amount | Unit Price                    | Extended Amount | Unit Price                             | Extended Amount |
| 1                      | For Mobilization and Demobilization described in the Contract Documents for the lump sum (Maximum 5% of total contract of Legion Lift Station Project) of:   | LS   | 1                  | \$250,000.00          | \$250,000.00    | \$279,500.00                    | \$279,500.00    | \$250,000.00                  | \$250,000.00    | \$250,000.00                           | \$250,000.00    |
| 2                      | Install, maintain and remove Storm Water Pollution Prevention Plan, complete as specified and indicated in the plans.  | LS   | 1                  | \$12,000.00           | \$12,000.00     | \$40,600.00                     | \$40,600.00     | \$20,000.00                   | \$20,000.00     | \$25,000.00                            | \$25,000.00     |
| 3                      | Furnish, install and remove stabilized construction entrance (Not all locations are indicated on the plans), complete as specified and indicated on the plans.   | EA   | 3                  | \$2,000.00            | \$6,000.00      | \$1,900.00                      | \$5,700.00      | \$2,000.00                    | \$6,000.00      | \$3,500.00                             | \$10,500.00     |
| 4                      | Furnish, install and remove silt fence/mulch sock, complete as specified and indicated on the plans.   | LF   | 2,035              | \$5.00                | \$10,175.00     | \$9.00                          | \$18,315.00     | \$10.00                       | \$20,350.00     | \$7.00                                 | \$14,245.00     |
| 5                      | Furnish, install and remove rock berm, complete as specified and indicated on the plans.   | LF   | 450                | \$25.00               | \$11,250.00     | \$25.00                         | \$11,250.00     | \$20.00                       | \$9,000.00      | \$25.00                                | \$11,250.00     |
| 6                      | Furnish and install Permanent Erosion Control Matting (PTRM) for slope stabilization; TxDOT Item 169: Class 2, Type E Flexible Channel Liner as specified and indicated in the plans.  | SY   | 1,789              | \$11.00               | \$19,679.00     | \$11.00                         | \$19,679.00     | \$2.00                        | \$3,578.00      | \$1.50                                 | \$2,683.50      |
| 7                      | Furnish and install hydromulch seeding, complete as specified and indicated on the plans.  | SY   | 18,409             | \$2.00                | \$36,818.00     | \$1.00                          | \$18,409.00     | \$0.50                        | \$9,204.50      | \$1.50                                 | \$27,613.50     |
| 8                      | Provide and adhere to asbestos abatement plan, including proper disposal of any disturbed existing asbestos piping, including all appurtenant work, complete as specified and indicated on the plans.  | LS   | 1                  | \$5,000.00            | \$5,000.00      | \$19,000.00                     | \$19,000.00     | \$5,000.00                    | \$5,000.00      | \$80,000.00                            | \$80,000.00     |
| 9                      | Design, install, maintain, and remove Traffic Control Plan and devices, complete as specified and indicated in the plans.  | LS   | 1                  | \$10,000.00           | \$10,000.00     | \$26,600.00                     | \$26,600.00     | \$15,000.00                   | \$15,000.00     | \$30,000.00                            | \$30,000.00     |
| 10                     | For development, design, and implementation of a trench safety system as required by the Occupational Safety and Health Administration and the assumption of responsibility for said system, including all required trench safety for alternate bid items, and structures complete as specified and indicated in the plans. (Contractor shall insert quantity of trench safety required for the project. Contractor shall only be paid for trench safety installed.)   | LF   | 4,232              | \$2.00                | \$8,464.00      | \$13.00                         | \$55,016.00     | \$1.00                        | \$4,232.00      | \$20.00                                | \$84,640.00     |
| 11                     | For construction of the Legion Lift Station, including installation of submersible sewage pumps, piping, rails, valves, gauges, air release valves, fittings, yard piping, site grading, site paving, fencing, excavation (soil and rock), backfill, flowable fill, wet well and slab structural concrete, access hatches, bollards, coating and painting, aluminum canopy, by-pass pumping for tie-ins, dewatering, testing, clearing and grubbing, tree protection, drainage improvements, concrete sidewalk, site restoration, and all other appurtenant work and items not specifically included in other bid items, complete as specified and indicated in the plans. | LS   | 1                  | \$2,570,000.00        | \$2,570,000.00  | \$2,526,400.00                  | \$2,526,400.00  | \$1,830,000.00                | \$1,830,000.00  | \$3,400,000.00                         | \$3,400,000.00  |
| 12                     | 24-inch diameter drilled shafts at the Lift Station, complete as specified and indicated in the plans.   | VF   | 70                 | \$190.00              | \$13,300.00     | \$797.00                        | \$55,790.00     | \$100.00                      | \$7,000.00      | \$150.00                               | \$10,500.00     |
| 13                     | Demolition of the existing Legion Lift Station, concrete channel rehabilitation, site rehabilitation and all appurtenant work, complete as specified and indicated in the plans.   | LS   | 1                  | \$100,000.00          | \$100,000.00    | \$184,000.00                    | \$184,000.00    | \$15,000.00                   | \$15,000.00     | \$75,000.00                            | \$75,000.00     |

| GENERAL BASE BID ITEMS |   |      |                    | Keystone Construction |                 | Black Castle General Contractor |                 | Spiess Construction Co., Inc. |                 | Associated Construction Partners, Ltd. |                 |
|------------------------|---|------|--------------------|-----------------------|-----------------|---------------------------------|-----------------|-------------------------------|-----------------|--|-----------------|
| Item No.               | Description   | Unit | Estimated Quantity | Unit Price            | Extended Amount | Unit Price                      | Extended Amount | Unit Price                    | Extended Amount | Unit Price                             | Extended Amount |
| 14                     | Grout fill abandoned force mains within the TxDOT ROW and as indicated on the plans, including plugging and abandoning existing lines, and all appurtenant work, complete as specified and indicated on the plans.  | LS   | 1                  | \$44,000.00           | \$44,000.00     | \$63,400.00                     | \$63,400.00     | \$15,000.00                   | \$15,000.00     | \$50,000.00                            | \$50,000.00     |
| 15                     | Furnish and install by open cut, 20-inch HDPE 4710 DR13.5 (DIPS) force main using thermal butt-fusion, including open cut sections, bedding, backfill, testing, dewatering, asphalt roadway repair, driveway repair, fittings and restraints, tree protection, clearing, sidewalk repair, site restoration and all other appurtenant work not specifically included in other bid items, complete as specified and indicated in the plans. | LF   | 3,336              | \$155.00              | \$517,080.00    | \$215.00                        | \$717,240.00    | \$440.00                      | \$1,467,840.00  | \$90.00                                | \$300,240.00    |
| 16                     | Furnish and install by bore, 30-inch steel casing pipe with 20-inch HDPE 4710 DR13.5 (DIPS) carrier pipe using thermal butt-fusion, including testing, dewatering, and all other appurtenant work, complete as specified and indicated on the plans.  | LF   | 307                | \$890.00              | \$273,230.00    | \$763.00                        | \$234,241.00    | \$1,500.00                    | \$460,500.00    | \$300.00                               | \$92,100.00     |
| 17                     | Furnish and install flowable fill trench cap and full depth backfill of force main (Not including flowable fill within lift station excavation), and all other appurtenant work, complete as specified and indicated in the plans.  | CY   | 1,013              | \$200.00              | \$202,600.00    | \$186.00                        | \$188,418.00    | \$100.00                      | \$101,300.00    | \$200.00                               | \$202,600.00    |
| 18                     | Furnish and install clay collar trench dam and all appurtenant work, complete as specified and indicated in the plans.  | EA   | 1                  | \$1,000.00            | \$1,000.00      | \$1,600.00                      | \$1,600.00      | \$7,500.00                    | \$7,500.00      | \$20,000.00                            | \$20,000.00     |
| 19                     | Furnish and install 20-inch gate valves, valve boxes, and all other appurtenant work, complete as specified and indicated in the plans.   | EA   | 4                  | \$27,000.00           | \$108,000.00    | \$26,600.00                     | \$106,400.00    | \$22,000.00                   | \$88,000.00     | \$30,000.00                            | \$120,000.00    |
| 20                     | Furnish and install 20-inch plug valve, valve box, and all other appurtenant work, complete as specified and indicated on the plans.  | EA   | 1                  | \$37,000.00           | \$37,000.00     | \$22,600.00                     | \$22,600.00     | \$27,000.00                   | \$27,000.00     | \$25,000.00                            | \$25,000.00     |
| 21                     | Furnish and install combination air/vacuum valves in manholes, including fittings, vents and all other appurtenant work, complete as specified and indicated in the plans.  | EA   | 2                  | \$15,000.00           | \$30,000.00     | \$12,700.00                     | \$25,400.00     | \$16,000.00                   | \$32,000.00     | \$17,000.00                            | \$34,000.00     |
| 22                     | Furnish and install pipeline markers, complete in place as specified and indicated in the plans.  | EA   | 20                 | \$167.00              | \$3,340.00      | \$127.00                        | \$2,540.00      | \$100.00                      | \$2,000.00      | \$500.00                               | \$10,000.00     |
| 23                     | Furnish and install tracer wire test stations, complete in place as specified and indicated in the plans.   | EA   | 9                  | \$1,600.00            | \$14,400.00     | \$634.00                        | \$5,706.00      | \$200.00                      | \$1,800.00      | \$10,000.00                            | \$90,000.00     |
| 24                     | Furnish and install tie-in of proposed force main to existing force main at water reclamation plant, including abandoning and plugging existing valves and force mains and all appurtenance work, complete as specified and indicated on the plans.   | LS   | 1                  | \$50,000.00           | \$50,000.00     | \$8,660.00                      | \$8,660.00      | \$5,000.00                    | \$5,000.00      | \$50,000.00                            | \$50,000.00     |
| 25                     | Furnish and install by bore, 42-inch steel casing pipe with 30-inch diameter C900, DR25 Fusible PVC carrier pipe, including testing, dewatering, and all other appurtenant work, complete as specified and indicated on the plans.  | LF   | 216                | \$1,280.00            | \$276,480.00    | \$800.00                        | \$172,800.00    | \$1,800.00                    | \$388,800.00    | \$500.00                               | \$108,000.00    |
| 26                     | Furnish and install by open cut, 6-inch diameter ASTM D3034, SDR 26 gravity main, all depths, including excavation, bedding, backfill, testing, dewatering, and all other appurtenant work, complete as specified and indicated in the plans.   | LF   | 81                 | \$69.00               | \$5,589.00      | \$223.00                        | \$18,063.00     | \$250.00                      | \$20,250.00     | \$50.00                                | \$4,050.00      |
| 27                     | Furnish and install by open cut, 12-inch diameter ASTM D3034, SDR 26 gravity main, all depths, including excavation, bedding, backfill, testing, dewatering, and all other appurtenant work, complete as specified and indicated in the plans.  | LF   | 73                 | \$106.00              | \$7,738.00      | \$239.00                        | \$17,447.00     | \$300.00                      | \$21,900.00     | \$70.00                                | \$5,110.00      |
| 28                     | Furnish and install by open cut, 21-inch diameter ASTM F679, SDR 26 gravity main, all depths, including excavation, bedding, backfill, testing, dewatering, and all other appurtenant work, complete as specified and indicated in the plans.   | LF   | 265                | \$170.00              | \$45,050.00     | \$269.00                        | \$71,285.00     | \$1,200.00                    | \$318,000.00    | \$90.00                                | \$23,850.00     |
| 29                     | Remove and Replace existing 21-inch wastewater line by open cut with 21-inch diameter ASTM F679, SDR 26 gravity main, all depths, including excavation, bedding, backfill, testing, dewatering, and all other appurtenant work, complete as specified and indicated in the plans.   | LF   | 29                 | \$190.00              | \$5,510.00      | \$290.00                        | \$8,410.00      | \$1,200.00                    | \$34,800.00     | \$100.00                               | \$2,900.00      |
| 30                     | Furnish and install by open cut, 24-inch diameter ASTM F679, SDR 26 gravity main, all depths, including excavation, bedding, backfill, testing, dewatering, and all other appurtenant work, complete as specified and indicated in the plans.   | LF   | 68                 | \$180.00              | \$12,240.00     | \$293.00                        | \$19,924.00     | \$300.00                      | \$20,400.00     | \$150.00                               | \$10,200.00     |

| GENERAL BASE BID ITEMS  |   |      |                    |                | Keystone Construction |                | Black Castle General Contractor |                | Spiess Construction Co., Inc. |              | Associated Construction Partners, Ltd. |  |
|-------------------------|---|------|--------------------|----------------|-----------------------|----------------|---------------------------------|----------------|-------------------------------|--------------|--|--|
| Item No.                | Description   | Unit | Estimated Quantity | Unit Price     | Extended Amount       | Unit Price     | Extended Amount                 | Unit Price     | Extended Amount               | Unit Price   | Extended Amount                        |  |
| 31                      | Furnish and install by open cut, 30-inch diameter ASTM F679, SDR 26 gravity main, all depths, including excavation, bedding, backfill, testing, dewatering, and all other appurtenant work, complete as specified and indicated in the plans. | LF   | 89                 | \$410.00       | \$36,490.00           | \$341.00       | \$30,349.00                     | \$300.00       | \$26,700.00                   | \$200.00     | \$17,800.00                            |  |
| 32                      | Furnish and install 60-inch diameter manholes, including vents where indicated, all depths, complete as specified, to the depths indicated in the plans.  | EA   | 5                  | \$11,000.00    | \$55,000.00           | \$19,900.00    | \$99,500.00                     | \$22,000.00    | \$110,000.00                  | \$8,000.00   | \$40,000.00                            |  |
| 33                      | Furnish and install 72-inch diameter manholes, including vents where indicated, all depths, complete as specified, to the depths indicated in the plans.  | EA   | 3                  | \$17,000.00    | \$51,000.00           | \$23,300.00    | \$69,900.00                     | \$25,000.00    | \$75,000.00                   | \$1,000.00   | \$3,000.00                             |  |
| 34                      | Modify and rehabilitate existing 60-inch manhole, including abandoning existing wastewater lines and coring manhole for proposed outlet, including all appurtenant work, complete as specified and indicated in the plans.                    | EA   | 1                  | \$13,000.00    | \$13,000.00           | \$25,900.00    | \$25,900.00                     | \$20,000.00    | \$20,000.00                   | \$10,000.00  | \$10,000.00                            |  |
| 35                      | Grout fill abandoned 10-inch gravity wastewater line within the TxDOT ROW, including plugging and abandoning existing line, and all appurtenant work, complete as specified and indicated on the plans.                                       | LS   | 1                  | \$5,000.00     | \$5,000.00            | \$6,300.00     | \$6,300.00                      | \$1,000.00     | \$1,000.00                    | \$50,000.00  | \$50,000.00                            |  |
| 36                      | Grout fill abandoned 24-inch gravity wastewater line, including plugging and abandoning existing line, and all appurtenant work, complete as specified and indicated on the plans.  | LS   | 1                  | \$33,000.00    | \$33,000.00           | \$10,100.00    | \$10,100.00                     | \$10,000.00    | \$10,000.00                   | \$100,000.00 | \$100,000.00                           |  |
| 37                      | Abandoned existing manholes, including plugging existing gravity mains, and all appurtenant work, complete as specified and indicated on the plans.   | EA   | 3                  | \$3,000.00     | \$9,000.00            | \$1,900.00     | \$5,700.00                      | \$5,000.00     | \$15,000.00                   | \$10,000.00  | \$30,000.00                            |  |
| 38                      | Reconstruct asphalt pavement at Canyon Terrace Drive, complete as specified and indicated in the plans.   | SY   | 210                | \$190.00       | \$39,900.00           | \$76.00        | \$15,960.00                     | \$30.00        | \$6,300.00                    | \$75.00      | \$15,750.00                            |  |
| 39                      | For the installation of all electrical equipment, lighting, conduit, instrumentation and wiring improvements, and all appurtenant work, complete as specified and indicated in the plans.   | LS   | 1                  | \$500,000.00   | \$500,000.00          | \$622,300.00   | \$622,300.00                    | \$422,200.00   | \$422,200.00                  | \$425,000.00 | \$425,000.00                           |  |
| ALLOWANCE ITEMS         |   |      |                    |                |                       |                |                                 |                |                               |              |  |  |
| 1                       | Allowance for Data Flow Systems, Inc to provide SCADA, complete as specified and indicated in the plans.  | LS   | 1                  | \$65,330.00    | \$65,330.00           | \$65,330.00    | \$65,330.00                     | \$65,330.00    | \$65,330.00                   | \$65,330.00  | \$65,330.00                            |  |
| TOTAL AMOUNT - BASE BID |   |      |                    | \$5,493,663.00 |                       | \$5,895,732.00 |                                 | \$5,957,985.00 |                               |              | \$5,926,362.00                         |  |



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

**SUBJECT:** Authorize execution of professional services agreement with LNV Engineering to develop Drainage Master Plan in the amount of \$204,348.

**AGENDA DATE OF:** 1/8/2019                    **DATE SUBMITTED:** 12/21/2018

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

**EXHIBITS:** LNV Drainage MP Scope of Work

|   |   |                                      |  |
|---|---|--------------------------------------|--|
| <b>Expenditure Required:</b><br>\$204,348 | <b>Current Balance in Account:</b><br>\$300,000 | <b>Amount Budgeted:</b><br>\$300,000 | <b>Account Number:</b><br>70-7000-3125 |
|   |   |                                      | <b>Project:</b> 70-19003               |

**PAYMENT TO BE MADE TO:** LNV Inc.  
8918 Tesoro, Suite 401  
San Antonio, Texas 78217

|                             |  |                                     |
|-----------------------------|--|-------------------------------------|
| <b>Kerrville 2050 Item?</b> | <b>Yes:</b>  | <b>No:</b> <input type="checkbox"/> |
| <b>Key Priority Area</b>    | W - Water/Waste-Water/Drainage   |                                     |
| <b>Guiding Principle</b>    | W7 - Develop and maintain a long-range plan for stormwater/drainage management, addressing and prioritizing infrastructure needs and identifying funding sources |                                     |
| <b>Action Item</b>          | N/A  |                                     |

**SUMMARY STATEMENT:**

The City of Kerrville is comprised largely of privately owned areas surrounding streams, creeks, and the Guadalupe River limiting the City's ability to manage storm water volume and quality. The City currently provides services, including maintenance of parks and public open areas, but cannot mitigate the impacts to storm water from new development or existing uses on private property. During the Kerrville 2050 Comprehensive Plan study, the citizens requested the City take a holistic approach to providing guidance regarding development criteria and a means to enforce the criteria for the benefit of the overall community. The direction from the Kerrville 2050 plan is to update current development standards and outline an overall master plan for storm water and drainage management based on the city's anticipated growth. Further direction was given to incorporate a program to address numerous drainage projects already known by City staff, as well as future project planning.

During the February 20, 2018 City Council Waterways and Drainage Systems workshop, the development of a citywide drainage master plan was first contemplated with topics discussing: review of drainage design standards, FEMA Flood Maps, maintenance of urban ditches, flooded streets, streams, and waterways. Also discussed, was the effect of using streets as our primary drainage ways, which can have a negative effect on the

management of street pavement conditions. It was determined at the meeting that the City should develop a citywide drainage master plan to address the top rated drainage issues across the community.

Since then, the City has been working with LNV Engineering to address the top 12 previously known drainage related concerns. Drainage problems that will be specifically evaluated with the study include:

1. Take it Easy drain channel
2. Hill Country Drive
3. Drainage below the Kroc Retention Pond
4. Lois Street
5. Clay Street
6. Coronado Drive
7. East Main to Pinto Trail
8. Fourth Street
9. First Street - low water crossing
10. Park Street - low water crossing
11. Spring Street erosion at outfall
12. Jack Street

Funding for any of the storm water drainage improvements identified may be in the form of a future bond issuance/debt or other sources to be determined.

Staff has also requested LNV to evaluate the structural integrity of the dam at Louise Hays Park and evaluate the possibilities of incorporating kayak chutes at all city dams. The chute would offer easier navigation and use of the river and work well River Trial system, and may have TPWD grant funding available.

**RECOMMENDED ACTION:**

Authorize execution of professional services agreement with LNV for Drainage Master Plan.



## CONTRACT FOR SERVICES

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **LNV, Inc.** of 8918 Tesoro, Suite 401, San Antonio, Bexar County, Texas 78217 hereinafter referred to as **Provider**, and **City of Kerrville**, of 701 Main Street Kerrville, Texas 78028hereinafter referred to as **Client**.

**Provider** hereby agrees to perform the following Engineering services for **Client**. The Agreement consists of this **Contract for Services** and the attached **General Terms and Conditions**, which are incorporated by reference for all purposes herein.

### **SCOPE OF WORK**

**Provider** agrees to perform the following services for **Kerrville Stormwater Master Plan** ("Project").

#### See Exhibit A

The Provider will perform the above-listed Basic Engineering *Scope of Work* for a lump sum and/or hourly fee as indicated in the exhibits referenced below:

#### See Exhibit A and B

*Any additional work that Provider determines is not included in the above Scope of Work will be performed as Additional Services and billed separately from the lump sum fee, in accordance with the attached Rate Schedule (Exhibit B).*

**All invoicing will be submitted on a monthly basis based on percent of completion. Payments not received within thirty (30) days of the date of invoice will cause interest at the rate of 1.5% per month to accrue on any outstanding balance. All other conditions apply as stipulated on attached General Terms and Conditions.**

This Agreement, including the **General Terms and Conditions** and the **Rate Schedule** constitutes the full agreement of the parties and no oral statements or other writings shall be construed to be a part of this contract, executed by the parties. By acceptance of this Agreement, the Client represents and warrants that it has read, understood, accepted, and agrees to be bound by the **General Terms and Conditions** and **Rate Schedule**. Client further agrees that by signing below, Client is either the legal owner of the property subject to the Project or will inform Provider in writing within seven (7) days of the date of this Agreement that Client is not the legal property owner.

IN WITNESS WHEREOF, we have executed this contract on the date written above.

---

LNV, INC.

Date

Client Representative

Date

By:  
Its:

By:  
Its:



engineers | architects | surveyors

SOLUTIONS TODAY WITH  
A VISION FOR TOMORROW

## Exhibit A

### City of Kerrville

#### Stormwater Master Plan

**Services to Be Performed:** LNV will assess drainage improvement needs for 12 problem drainage areas identified by the City (Exhibit C), develop proposed solutions for each problem area (including estimate probable construction costs) and rank the 12 projects in a priority list for consideration by the City. Additionally, LNV will review current drainage policy and criteria to identify where improvements are needed and recommended, perform a dam inspection assessment for 1 dam, and provide a design concept for a recreational canoe/kayak chute at 2 locations on the Guadalupe River near Louise Hays Park.

Identified Project Locations by City:

1. Take It Easy drain channel (SH27 to Guadalupe Street)
2. Hill Country Drive at SH 16
3. Drainage below the Kroc Center Retention Pond
4. Lois Street (between Woodlawn and Ox)
5. Clay Street (Schreiner to SH27)
6. Coronado Drive North at SH27 (Junction Hwy)
7. East Main to Pinto Trail
8. Fourth Street – low water crossing
9. First Street – low water crossing
10. Park Street – low water crossing
11. Spring Street – erosion at outfall
12. Jack Drive – undersized inlet
13. Dam Inspection Assessment at the existing dam near Louise Hays Park
14. Canoe/kayak chute design concept on the Guadalupe River near Louise Hays Park
15. Canoe/kayak chute at Kerrville Ponding Dam (Nimitz Lake Dam) near Guadalupe Park

#### I. Basic Services:

##### A. Project Management

1. Initial consultation will be held with the CLIENT to detail contacts, coordination, project schedule, and specific project issues and needs.
2. Conduct monthly project coordination meetings with the CLIENT for up to three (3) in-person and three (2) by video or phone conference. These meetings are in addition to the council presentation.

**B. Data Collection and Assessment**

1. Meet with City staff to discuss available existing data, project plan focus areas of primary concern and other known issues for consideration into the SWMP.
2. Gather available data including models, as-built plans, reports, utility information and other pertinent data from the City, TxDOT, the County and FEMA as available.
3. Conduct physical inspections. Design personnel will go to the field with available information to identify problem areas and areas where additional information may be needed.
4. Inventory identified drainage structures into a GIS database for the twelve (12) study locations.
5. Map the major overall watersheds and establish an understanding of the overall drainage patterns and characteristics of the City.
6. Assemble and review existing data.

**C. Topographic Survey**

1. Perform limited topographic field survey for up to twelve (12) areas, as needed, to perform drainage assessments and conceptual design. TNRIS LiDAR or best available topographic data will be utilized to supplement survey information for analysis.

**D. CIP Project Evaluations**

1. A total of twelve (12) project areas will be evaluated as part of the process. The project areas characteristics, issues and primary concerns (flooding, erosion, traffic flow, maintenance, water quality) will be identified and compiled in a project worksheet database. (See Exhibit C)
2. Data gathering, and analysis will include a site visit to each of the project areas to document the existing conditions.
3. Evaluate current city development patterns and future land use mapping.
4. Develop CIP Project Worksheet summaries including:
  - a. Catalog project location, description, primary goal, property damages, public safety risk and frequency of issues.
  - b. Perform limited detail hydrologic and hydraulic analysis utilizing available existing models (when available) or by approximate methodologies to quantify the extent of the drainage issues and identify a proposed project solution.
  - c. Coordinate with City staff to select a preferred project alternative for each of the project areas.
  - d. Develop a schematic level design overview for each project area based on the alternative selected with sufficient detail to identify major infrastructure components, project cost range, potential permitting needs, maintenance costs, maintenance frequency and schedules.
  - e. Prepare exhibits illustrating the conceptual solution for each of the identified project areas.

5. Develop a list of project scoring criteria to be utilized in the ranking of the CIPs for implementation. An agreed upon criteria priority list and weighting value will be selected with City staff to establish a ranking of projects capable of being updated with new projects, as needed, in the future.
6. Create a draft project list worksheet and ranking table to be presented to the City for review and approval.

#### **E. Dam Inspection Assessment**

1. Evaluate one (1) existing dam structure on the Guadalupe River at Louise Hays Park near downtown Kerrville. LNV will perform a visual site inspection with limited surveys to assess the condition of the dam.
2. Perform limited topographic survey and field investigations to determine the top of dam elevation, existing service spillway geometry and selected upstream and downstream elevations.
3. Review the TCEQ dam hazard classification for the structure, document the known historical and recent storms that may have caused damage to the structure and downstream channel condition.
4. Based on the findings of the visual field inspection and limited survey, develop a plan of work to complete the needed repairs and renovations for the structure.
5. Prepare a letter report memorandum summarizing the structural condition and integrity of the dam based on visual inspections, provide a list and description of the findings and recommendations.
6. Prepare a preliminary Opinion of Probable Construction Cost associated with the recommended maintenance and/or rehabilitation of the dam that may be necessary.
7. The dam assessment will exclude any related geotechnical investigations, hydrologic and hydraulic analysis, service/emergency spillway sizing, meetings with the TCEQ Dam Safety Team, and permitting.

#### **F. Recreational Kayak/Canoe Chute Design Concept**

1. Evaluate two (2) locations for the potential needs and requirements to construct a kayak/canoe chute on the Guadalupe River.
  - a. Location 1 at Louis Hays Park near downtown Kerrville
  - b. Location 2 at Kerrville Ponding Dam (Nimitz Lake Dam) near Guadalupe Park
2. Conduct a community meeting with the stakeholders identified by the City to discuss and understand the design elements and goals for the project.
3. Provide a concept engineering design drawing for the structure and layout configuration of the chute. Plan drawing will include a plan and profile view.
4. Prepare a preliminary Opinion of Probable Construction Cost associated with the recommended structure and layout configuration.
5. No geotechnical investigations or detailed structural designs are proposed to be included for this concept at this time.

#### **G. Policy and Drainage Criteria Guidance**

1. Evaluate the City's current floodplain development ordinance (no building in floodway), drainage criteria manual and identify whether it meets and/or exceeds industry standards and identify areas where improvements are recommended in order to protect the community from flooding risks. Recommendations will include a list of identified areas of improvement for the subdivision ordinance, FEMA regulatory policy, drainage criteria design manual and other potential policy improvements.

#### **H. SWMP Report**

The report will include an existing conditions summary, overview of analysis methodologies, a statement of the drainage problems at each location, the proposed solution, an estimated probable project cost, identify conflicts and right-of-way needs and present an estimate of the time needed for construction. The projects will be put into a priority list and will include a project summary worksheet for each location. Additionally, the report will include policy and drainage criteria recommendations for future implementation.

1. Prepare a draft report for review by the City.
2. Report will include the existing conditions summary, overview of analysis methodologies, the CIP project list, the Policy an Drainage Criteria Guidance recommendations, as well as additional guidance and additional considerations relating to operations, planning, funding alternatives, record keeping and future planning efforts. Funding alternatives task will include a list of potential grants, loans and fees available for financing the identified projects.
3. Report will additionally include the project summaries and recommendations for the existing dam at Louis Hays Park and the proposed kayak/canoe chute on the Guadalupe River.
4. Meet with City to present draft report.
5. Address City comments and finalize report.
6. Prepare and present the report to City Council.

#### **II. Additional Services:**

1. Perform a cursory review of potential revenues that may be generated from implementation of a Stormwater Utility Fee. Effort will include mapping of approximate impervious areas for non-residential parcels and generalized residential parcel conditions to provide a conceptual annual revenue amount.
2. Conduct community outreach and public stakeholder meetings.

**III. Compensation for Services:**

## I. Basic Services (lump sum fee)

|  |                  |
|--|------------------|
| A. Project Management                            | \$11,908         |
| B. Data Collection and Assessment                | \$32,542         |
| C. Topographic Survey                            | \$22,884         |
| D. CIP Project Evaluations                       | \$48,888         |
| E. Dam Inspection Assessment                     | \$16,194         |
| F. Recreational Kayak/Canoe Chute Design Concept | \$25,176         |
| E. Policy and Drainage Criteria Guidance         | \$16,692         |
| F. SWMP Report                                   | \$30,064         |
| <b>TOTAL BASIC SERVICES</b>                      | <b>\$204,348</b> |

## II. Additional Services

|              |               |
|--------------|---------------|
| <b>TOTAL</b> | <b>\$ TBD</b> |
|--------------|---------------|

**IV. Payment:**

**I. Basic Services:** The CLIENT will make monthly payments in response to the ENGINEER's monthly requests for payment for services rendered during the project phases based on percentage of work completed. After completion and acceptance of the final report by the CLIENT, the remaining amount for the project phase fees shall be paid to the ENGINEER. No additional services are included in this fee.

**II. Additional Services:** The CLIENT will make monthly payments in response to the ENGINEER's monthly requests for payment for services rendered based on percentage of work completed. The tasks and effort associated with these services will be negotiated, approved and authorized by City prior to commencing work.

**V. Items not included in Scope:**

1. Environmental research or document preparation.
2. Parcel maps or metes and bounds for right-of-way or easements.
3. Subsurface utility investigations
4. Right-of-way mapping
5. Geotechnical investigations

**VI. Services to be Provided by the CLIENT:** The CLIENT shall furnish the following services and/or data that is necessary for the development and completion of this project.

1. Copy of available plats and as-builts for limits of each work area.
2. Copy of all available utility maps for the project areas.
3. Copy of all available current project information.
4. Copy of any historical dam flooding records, as-built drawings, studies, or other relevant documents regarding the dam structure.

**VII. Schedule:**

|   |          |
|---|----------|
| 1. Project kickoff/Data Collection and Assessment | 6 weeks  |
| 2. CIP Project Area Analysis and Ranking          | 10 weeks |
| 3. Draft SWMP Report                              | 4 weeks  |
| 4. Final SWMP Report                              | 2 weeks  |

**Exhibit B**  
**LNV, INC. RATE SCHEDULE**

**A. GENERAL/ADDITIONAL SERVICES**

**Engineering, Planning:**

|                                |              |
|--------------------------------|--------------|
| Principal .....                | \$195.00/hr. |
| Project Manager .....          | \$186.00/hr. |
| Sr. Project Engineer.....      | \$170.00/hr. |
| Project Engineer .....         | \$150.00/hr. |
| Engineer-in-Training II.....   | \$110.00/hr. |
| Engineer-in-Training I.....    | \$100.00/hr. |
| Designer .....                 | \$130.00/hr  |
| Senior CADD Technician .....   | \$105.00/hr. |
| CADD Technician .....          | \$90.00/hr.  |
| Construction Observer II ..... | \$133.00/hr. |
| Construction Observer I .....  | \$110.00/hr. |
| Clerical .....                 | \$66.00/hr.  |

**Survey:**

|                             |              |
|-----------------------------|--------------|
| Professional Surveyor ..... | \$168.00/hr. |
| Field Crew (2-Man) .....    | \$180.00/hr. |
| Field Crew (3-Man) .....    | \$240.00/hr. |



## GENERAL TERMS AND CONDITIONS

This Agreement between LNV, Inc. ("Provider") and \_\_\_\_\_ ("Client") consists of two parts: the Contract for Services and these General Terms and Conditions.

**ASSIGNMENT** – Client and Provider agree that, except as otherwise provided by this Agreement, neither Client nor Provider will assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Further, neither Client nor Provider will transfer any claims that they may have arising from this Agreement or the services performed hereunder.

**BILLING AND PAYMENT** – Client agrees to compensate the Provider for services as stated per the attached Agreement, including the Contract for Services. Services and expenses will be invoiced monthly. Invoice amounts are due within 30 days. Interest at the rate of 1 ½ percent per month applies to all outstanding invoices. In the event any amount becomes past due, the Provider may terminate the Agreement by sending 7 days' written notice of intent to terminate for cause.

**CLIENT REPRESENTATIONS** – By signing the Agreement, Client represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under the Agreement.

**CONSEQUENTIAL DAMAGES** – The Client and Provider both agree to waive any claims for consequential damages against each other. Consequential damages include, but are not limited to: lost profits; loss of rental income; rental expenses; interest expenses; loss of financing; and damages caused by delay in providing the Provider's services

**CONSTRUCTION PHASE SERVICES** – The Provider will observe the work as agreed for general compliance with the construction documents, but the Provider does not control or direct the contractor or subcontractors.

**COST OF THE WORK** – If the Contract for Services provides that compensation to Provider will be based on the Cost of the Work, then the Cost of the Work shall equal the total cost to the Client to construct all elements designed or specified by the Provider, and shall include the general contractor's general conditions, overhead, and profit. During the design phases, the Cost of the Work will be the estimated cost of construction at the latest stage through which the Project progresses. If the Project proceeds into the Construction Document phase, the Cost of the Work shall be determined by the contractor's bid or estimate from the construction documents plus any approved change orders. In no circumstances will the Provider be required to refund any amounts paid to Client if the scope and cost of the Project decreases.

**DELAYS** – The Provider will not be liable for damages for delays, including delays due to force majeure.

**DISPUTE RESOLUTION** – This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any dispute under this Agreement shall be subject to mediation as a condition precedent to litigation in Nueces County, Texas.

**ENVIRONMENTAL** – The Provider assumes no responsibility for the detection or removal of any hazardous substances found at the job site.

**INDEMNITY** – The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Provider, its officers, directors, employees, and subconsultants against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Owner's breach of this Agreement and/or the failure of the Owner's contractor(s) to follow the Provider's contract documents.

**JOBSITE SAFETY** – The Provider is not responsible for job site safety or means and methods of construction. Job site safety and construction means and methods are the responsibility of the Contractor and/or the Client.

**LIMITATION OF LIABILITY** – **In recognition of the relative risks and benefits of the Project to both Client and Provider, the Client agrees, to the fullest extent possible, to limit the liability of the Provider so that the total aggregate liability of the Provider shall not exceed the Provider's fee paid by the Client for services rendered on the Project. It is acknowledged that this limitation of liability applies to any cause of action, be it contract, tort or any other theory. The Client agrees to bring any claims against the Provider's corporate entity, not any individual owners or employees of the Provider's firm.**

**OWNER-PROVIDED INFORMATION** – The Provider shall have the right to rely on the accuracy of any information provided by the Client or Client's consultants. The Provider will not review this information for accuracy.

**OWNERSHIP OF INSTRUMENTS OF SERVICE** – The Provider retains all intellectual property rights including common law,

statutory, and other reserved rights in the instruments of service, including copyrights. The Provider grants the Client a limited, nonexclusive license to use the Provider's instruments of service solely and exclusively for the Project subject to the Agreement. **In the event the Client uses the Provider's instruments of service without retaining Provider or reuses such instruments of service on another project, the Client shall indemnify, defend, and hold harmless Provider from any and all losses, claims, expenses or liabilities arising from such unauthorized use.** The Client further releases Provider for all claims and causes of action that arise from any unauthorized use. The license granted to Client under this Agreement shall terminate in the event the Client fails to pay Provider for all amounts owed under the Agreement.

**PERMITS AND APPROVALS** – It is the responsibility of the Client to obtain all necessary permits and approvals, unless provided otherwise in the Agreement. In the event permit assistance is provided, Provider does not and cannot guarantee, warrant, or represent that permits will be obtained.

**PROPERTY INSURANCE** – If applicable, Client agrees that it will procure, or cause to be procured, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the construction costs, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final completion of the Project, or until no person or entity other than the Client has an insurable interest in the property, whichever is later. The Client and the Provider waive all rights against each other, for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise.

**REJECTION OF NON-CONFORMING WORK** – The Provider shall have the authority, but not the responsibility, to reject nonconforming work. The Provider shall bring any known non-conforming work to the attention of the Client as soon as reasonably possible.

**RIGHT OF ACCESS** – The Provider shall have access to the job site whenever work is in preparation or in progress.

**STANDARD OF CARE** – Provider shall be held to the standard of care ordinarily provided by similar professionals practicing in the same locality under similar circumstances. In performing these services, Client agrees that Provider cannot guarantee perfection, and Client therefore understands that Provider makes no warranty as to the quality of its services and drawings.

**TAXES** – If and to the extent that any sales and/or use taxes are applicable to any Services provided hereunder, they are the responsibility of the purchaser and will be itemized separately on the invoice.

**TERMINATION** – This Agreement may be terminated by either party for convenience with 30 days' written notice, or for cause with 7 days' written notice. The Project may be suspended by the Client with 30 days written notice. In the event of termination of the Provider for cause, Client shall pay Provider for all services rendered and reimbursable expenses incurred before termination. In the event of termination of Provider for convenience, the Client shall pay for all services rendered and reimbursable expenses incurred before termination together with Provider's lost profits as a result of such termination. In the event of a suspension of services, Client shall pay for all services rendered and reimbursable expenses incurred and all other expenses incurred by Provider by reason of the suspension.

ACCEPTED AND AGREED:

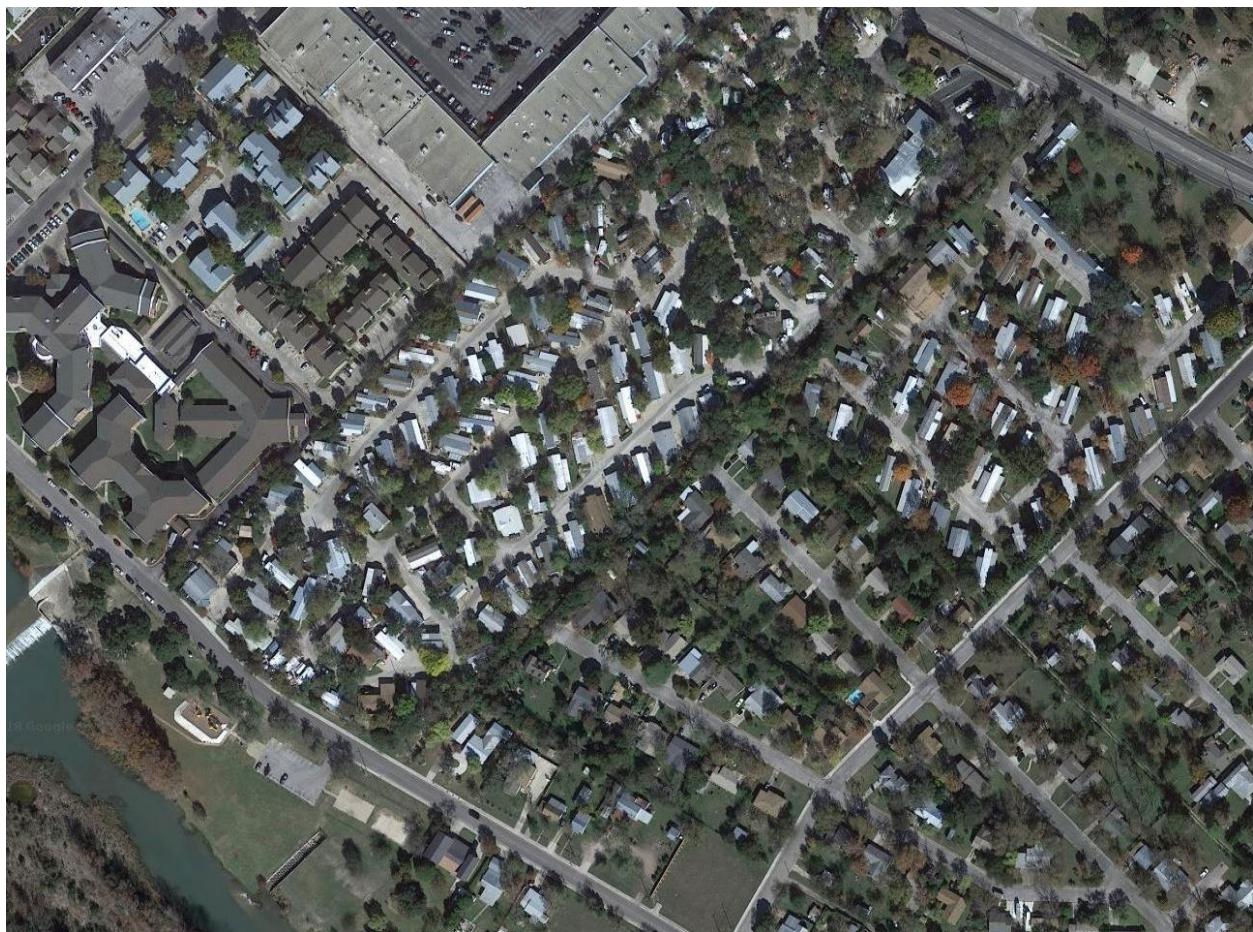
---

| <b>PROVIDER</b> | <b>Date</b> |
|-----------------|-------------|
| By: _____       |             |
| Its: _____      |             |

---

| <b>CLIENT</b> | <b>Date</b> |
|---------------|-------------|
| By: _____     |             |
| Its: _____    |             |

**Location:** Take It Easy drain channel (SH27 to Guadalupe Street)  
**Description** Near level grade - deep ditch walls with no stabilization - erosion main issue but very slow water flow



*Figure 1- Aerial*

**Location:** Hill Country Drive at SH 16  
**Description** Large inlets but undersized underground pipes – system ties into an already undersized drainage system. Street/property flooding is main issue



Figure 2- Aerial

|                    |  |
|--------------------|--|
| <b>Location:</b>   | Drainage below the Kroc Center Retention Pond  |
|                    | Retention pond holds water and on rare occasions has nearly been full, bleeding water off for days down Hays Street. Large volumes of water come through this system from Vicksburg Village, Holdsworth, surface drainage and adjacent neighborhood streets that have no drainage other than runoff. Some of this overflow also inundates the small underground drain system that Clay Street is reliant upon. Widespread street and property flooding are main issue. |
| <b>Description</b> |  |

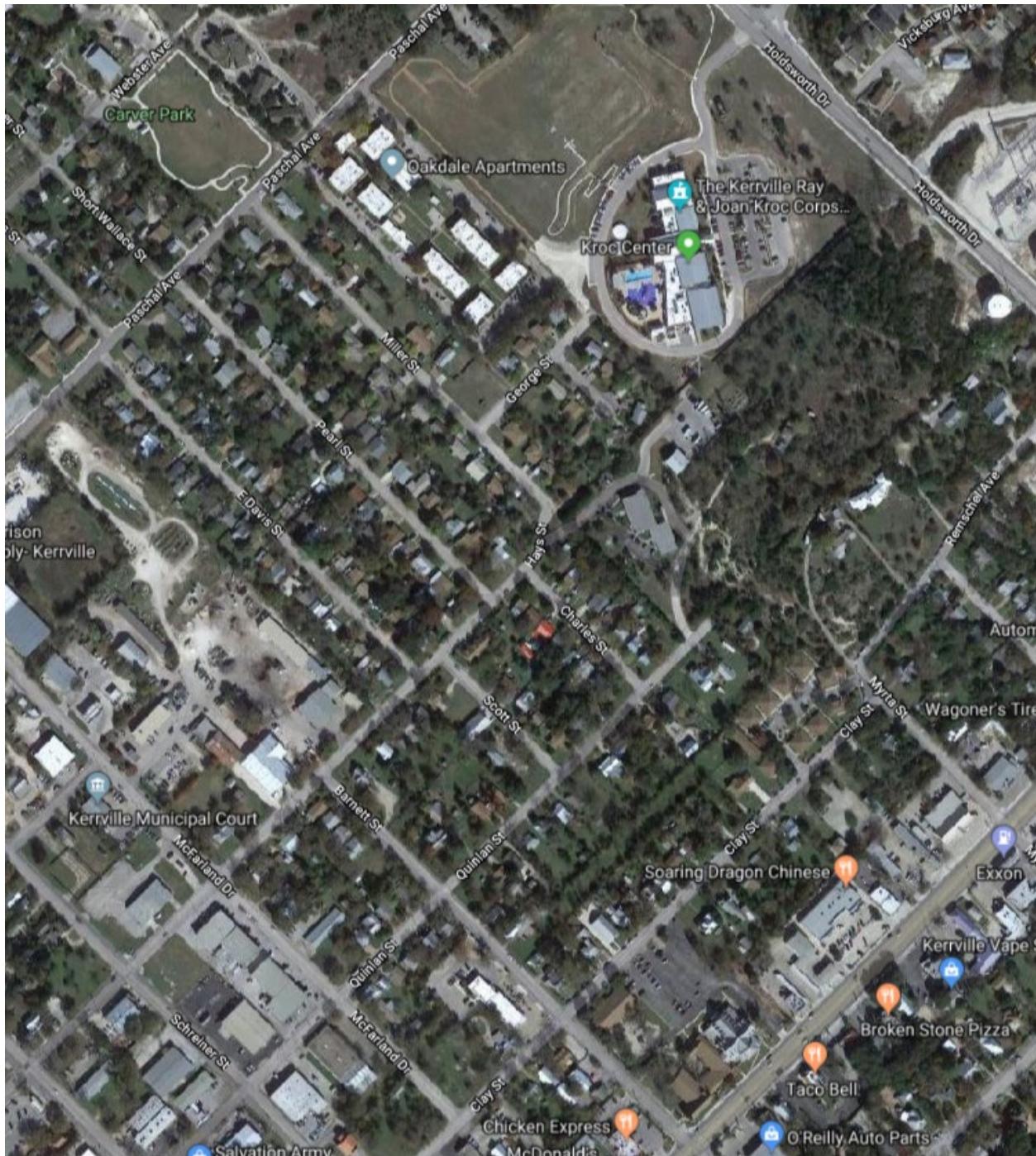


Figure 3- Aerial

**Location:** Lois Street (between Woodlawn and Ox)  
**Description** Channel upstream of Take it Easy channel that is flat and shallow. Water flows into the larger, deeper Take It Easy drain. Drains very slowly and has little capacity. Street flooding/road closure is main issue

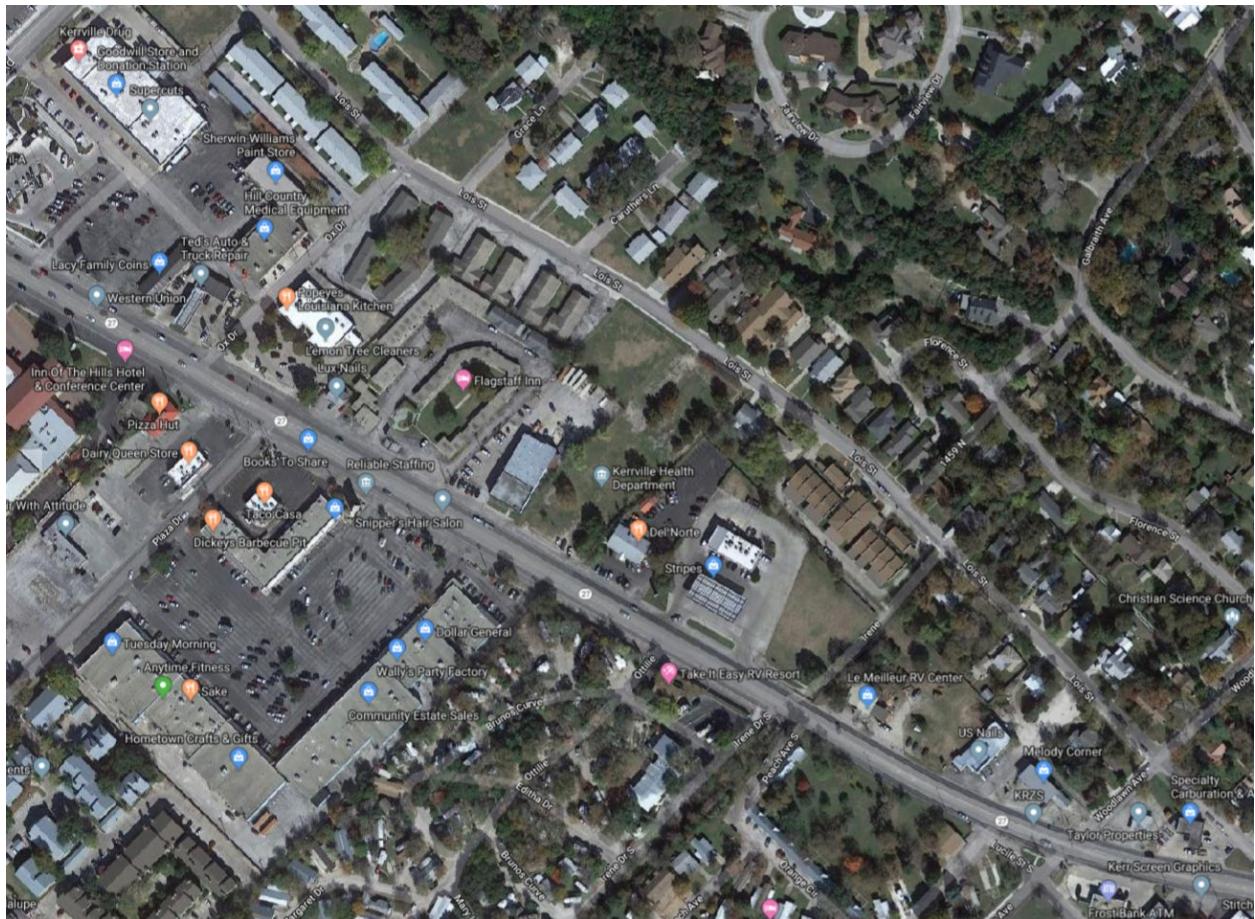


Figure 4- Aerial

**Location:** Clay Street (Schreiner to SH27)

**Description** Area above is solely reliant on surface drainage and drain system at lower end of Clay is antiquated and undersized. Street/property flooding is main issue.



Figure 5- Aerial

**Location:** Coronado Drive North at SH27 (Junction Hwy)  
**Description** Surface drainage is flat and shallow, level with road surface and water moves very slowly. Street flooding/road closure at intersection is main issue.



Figure 6- Aerial

|                    |   |
|--------------------|---|
| <b>Location:</b>   | East Main to Pinto Trail  |
| <b>Description</b> | Drain channel has little fall and poor, slow flow. There is a sewer main in the ditch that prevents proper shaping or regrading of ditch. Volume of water exceeds ditch design. Erosion is main issue here with minimal yard/property flooding in very heavy rains. |

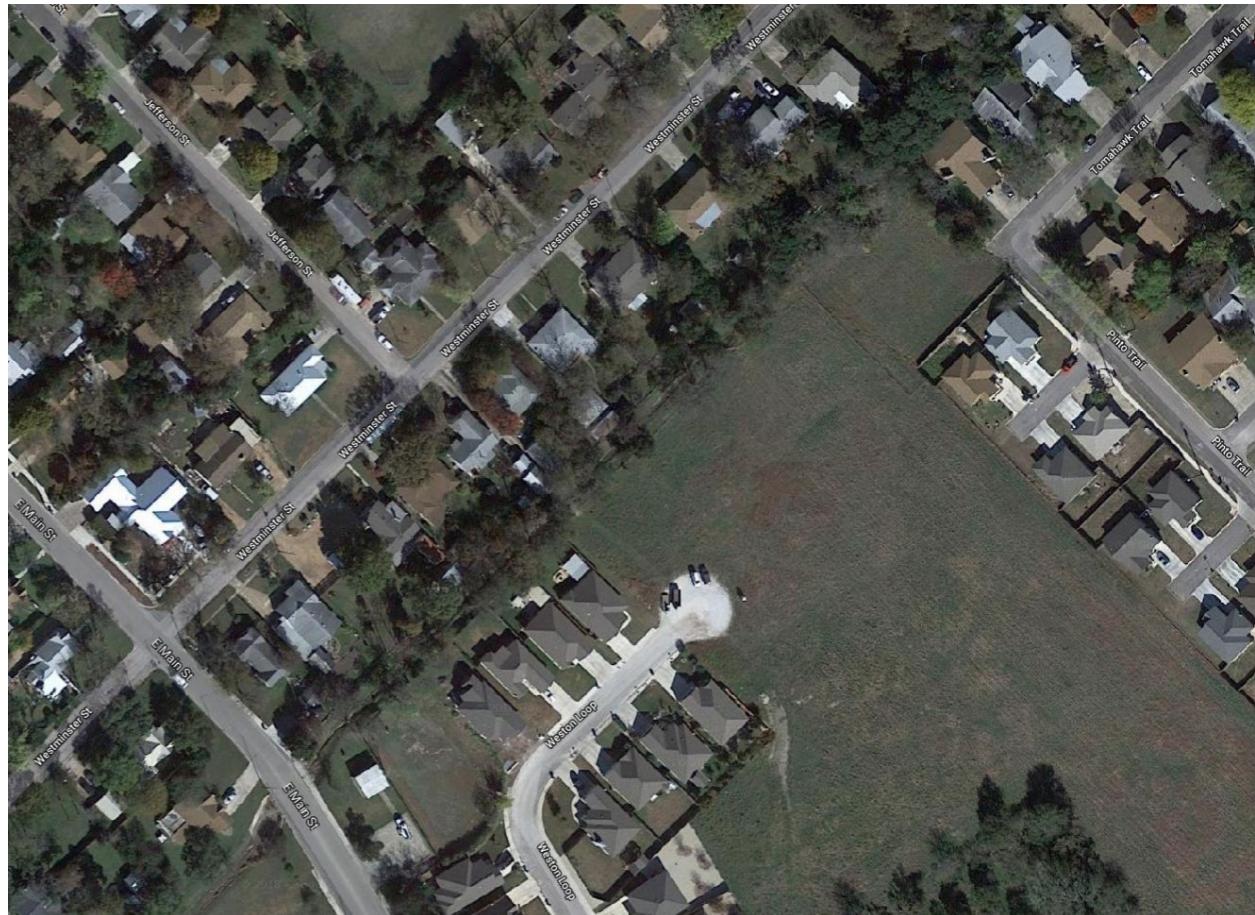


Figure 7- Aerial

**Location:** Fourth Street – low water crossing  
Crossing is low and nearly at level of creek. Two very small pipes carry daily flow but road surface floods quickly in most any rain event. Also, these undersized pipes are quickly obstructed by debris in creek. With debris in pipes duration of road closure due to flooding is excessive and unreasonable. Street flooding / road closure is main issue here with minimal yard/property flooding in very heavy rains.

**Description**



Figure 8- Aerial

|                    |   |
|--------------------|---|
| <b>Location:</b>   | First Street – low water crossing   |
| <b>Description</b> | Crossing is low and nearly at level of creek. Two very small pipes carry daily flow but road surface floods quickly in most any rain event. Also, these undersized pipes are quickly obstructed by debris in creek. With debris in pipes duration of road closure due to flooding is excessive and unreasonable. Street flooding / road closure is main issue here with minimal yard/property flooding in very heavy rains. |

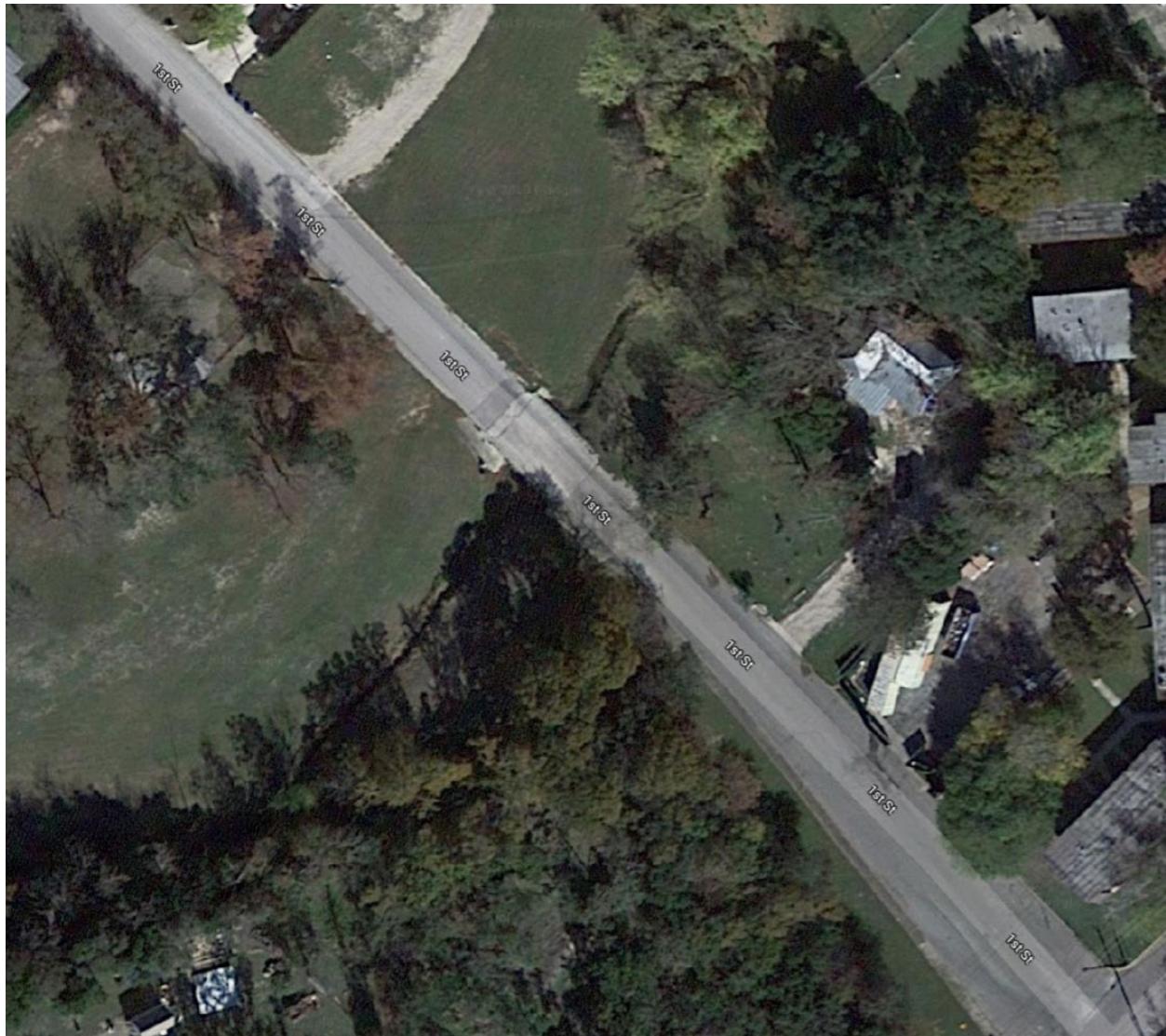


Figure 9- Aerial

|                    |   |
|--------------------|---|
| <b>Location:</b>   | Park Street – low water crossing  |
| <b>Description</b> | Crossing is low and nearly at level of creek. Two very small pipes carry daily flow but road surface floods quickly in most any rain event. Also, these undersized pipes are quickly obstructed by debris in creek. With debris in pipes duration of road closure due to flooding is excessive and unreasonable. Street flooding / road closure is main issue here with minimal yard/property flooding in very heavy rains. |



Figure 10- Aerial

**Location:** Spring Street – erosion at outfall

**Description**

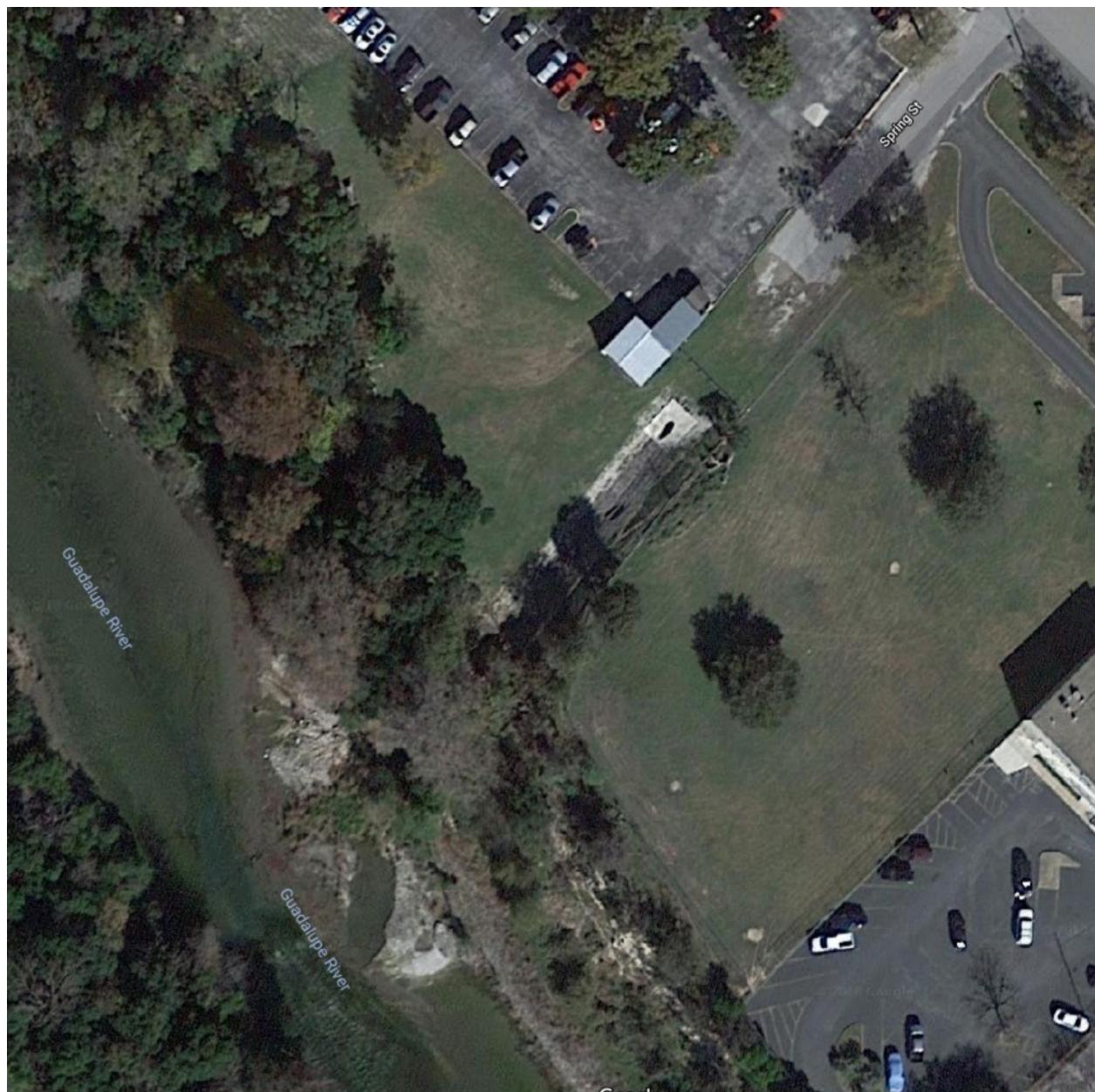


Figure 11- Aerial

**Location:** Jack Drive – undersized inlet

**Description**



Figure 12- Aerial

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 01-2019**

**A RESOLUTION ESTABLISHING THE CITY'S SUPPORT  
OF LEGISLATION DURING THE 86<sup>TH</sup> SESSION OF THE  
TEXAS LEGISLATURE TO FINANCE A HOTEL  
CONFERENCE CENTER**

**WHEREAS**, on January 8, 2019, the Texas state legislature will convene for its 86<sup>th</sup> Regular Legislative Session; and

**WHEREAS**, the City has completed a market study for a proposed Kerrville Hotel and Conference Center; and

**WHEREAS**, the study evaluated current economic, demographic, and real estate data for the region along with supply and demand analysis; and

**WHEREAS**, the study concludes that a significant amount of lodging and meeting demand is not being captured by the City due to a lack of adequate meeting and hotel space; and

**WHEREAS**, Kerrville is an active and growing city located in the scenic Texas Hill Country with a variety of tourist/leisure attractions, retail, and restaurants; and

**WHEREAS**, the City has identified several potential areas that are suitable for the development of a hotel conference center; and

**WHEREAS**, the overall local economic impact of constructing a hotel and conference center would exceed \$36 million dollars and create approximately 126 jobs, while the longer term impact of operating a hotel and conference center would create 103 jobs and exceed \$27 million annually; and

**WHEREAS**, the traditional financial model for developing a hotel conference facility requires some amount of public finance – both local and state; and

**WHEREAS**, the State of Texas authorizes a state public finance program that rebates both state hotel and state taxes to a city for a 10-year period in order to support a city-owned conference center; and

**WHEREAS**, to date, the state has authorized 39 cities to participate in the program; and

**WHEREAS**, the City seeks similar authorization as a qualified city to receive a rebate of the state hotel and sales taxes to support the construction and development of a hotel and conference center;

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

**SECTION ONE.** City Council hereby seeks the introduction and passage of legislation during the 86<sup>th</sup> Session of the Texas Legislature to authorize the City to receive a rebate of state hotel and sales taxes to contribute toward the development of a hotel conference center and surrounding retail development.

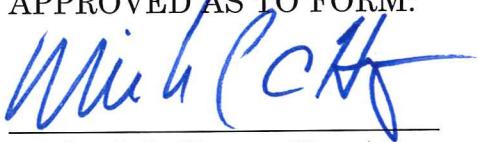
**SECTION TWO.** This Resolution is in full force and effect after its passage and approval and the City Manager and the City's authorized agents may act on it accordingly.

**PASSED AND APPROVED ON** this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2019.

---

Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

---

Cheryl Brown, Interim City  
Secretary



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

---

**SUBJECT:** Resolution No. 01-2019 establishing the City's support of legislation during the 86<sup>th</sup> Session of the Texas Legislature to finance a hotel conference center.

**AGENDA DATE OF:** 1/8/2019

**DATE SUBMITTED:** 1/2/2019

**SUBMITTED BY:** Mark McDaniel  
City Manager

**EXHIBITS:** Resolution No. 01-2019

---

| <b>Expenditure Required:</b> | <b>Current Balance in Account:</b> | <b>Amount Budgeted:</b> | <b>Account Number:</b> |
|------------------------------|------------------------------------|-------------------------|------------------------|
| \$0                          | N/A                                | N/A                     | N/A                    |

---

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

---

| <b>Kerrville 2050 Item?</b> | <b>Yes:</b> <input type="checkbox"/> | <b>No:</b> |
|-----------------------------|--------------------------------------|------------|
| <b>Key Priority Area</b>    | N/A                                  |            |
| <b>Guiding Principle</b>    | N/A                                  |            |
| <b>Action Item</b>          | N/A                                  |            |

---

**SUMMARY STATEMENT:**

Beginning January 8, 2019, the Texas State Legislature will convene for its 86<sup>th</sup> Regular Legislative Session. The City of Kerrville completed a market study for a proposed Kerrville Hotel and Conference Center. The study evaluated current economic, demographic, and real estate data for the region along with supply and demand analysis.

**RECOMMENDED ACTION:**

Approve Resolution 01-2019 as presented.



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

**SUBJECT:** Presentation regarding Phase 2 of Freedom's Path Complex at the Kerrville VA Hospital.

**AGENDA DATE OF:** 1/8/2019                    **DATE SUBMITTED:** 12/19/2018

**SUBMITTED BY:** Drew Paxton

**EXHIBITS:** Letter from Craig Taylor  
Solutions for Veterans, Inc.

|                                     |   |                                |                               |
|-------------------------------------|---|--------------------------------|-------------------------------|
| <b>Expenditure Required:</b><br>\$0 | <b>Current Balance in Account:</b><br>N/A | <b>Amount Budgeted:</b><br>N/A | <b>Account Number:</b><br>N/A |
|-------------------------------------|---|--------------------------------|-------------------------------|

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

|                             |  |                                     |
|-----------------------------|--|-------------------------------------|
| <b>Kerrville 2050 Item?</b> | <b>Yes:</b>  | <b>No:</b> <input type="checkbox"/> |
| <b>Key Priority Area</b>    | H - Housing  |                                     |
| <b>Guiding Principle</b>    | H1 - Provide a diverse range of housing options to meet the needs and desires of all age groups, income levels, and lifestyles |                                     |
| <b>Action Item</b>          | N/A  |                                     |

**SUMMARY STATEMENT:**

Attached is a letter from a developer interested in doing another low/moderate income housing project targeted toward veterans using federal tax credits administered by the Texas Department of Housing and Community Affairs (TDHCA). This will be a short presentation, then a request for a resolution of support would follow later. The Resolution needs to be a part of their application in order for them to be competitive. There is no obligation required or being ask for from the City, the State just wants to know that there is local support for the project.

**RECOMMENDED ACTION:**

No action required.

# SOLUTIONS FOR VETERANS



December 14, 2018

Via EMAIL

Mr. Mark McDaniel  
City Manager, Kerrville, Texas  
701 Main  
Kerrville, Texas 78028

RE: Freedom's Path at Kerrville II

Dear Mr. McDaniel:

Several years ago we developed the 49 unit community known as Freedom's Path on the Kerrville VA Medical Center campus. At that time, we carved out a portion of the site with the expectation that we would build a Phase II of the project in the future if there was sufficient demand. Given the success of Phase I, and learning from some of the experiences we had with Phase I, we are interested in pursuing a Phase II on the property.

We are proposing a 45-50 unit community focused on housing seniors (55 and older) who are Veterans. The project would be a mix of one and two bedroom units, similar to what was done in Phase I.

Our financing approach would be similar as well, utilizing Housing Tax Credits to finance the major portion of the project. The good news in that regard is that the recent Tax Reform Act has changed the nature of the income targeting associated with the Tax Credit program which will allow us to lease some units to households with incomes up to 80% of the median income (previously limited to 60% of median income). This new provision in the tax code will significantly expand the number of Veteran households that we could serve.

To secure these tax credits, we have to make a competitive application to the Texas Department of Housing and Community Affairs. A pre-application is due the first week of January. A requirement of the application process is that we notify elected and appointed officials of our intent to apply for tax credits. We did not want to "blind side" officials with a notification letter out of the blue, so I am writing to let you know of our intent to apply for these tax credits.

I have also requested to be placed on the January agenda of the City Council to make a more formal presentation of the project. However, by that time the public notices will have been sent. As such, I want to let you know of our intent now with the hope that you will give the City Council and other public officials prior notice of our plans, or when they receive our formal notice, someone in the public domain will know "what is up."

If you have any questions, or need any further information prior to the January meeting, please do not hesitate to call or email me. I can be reached at 678-232-0015, or at [ctaylor@cfveterans.com](mailto:ctaylor@cfveterans.com).

Thanks for the time and attention to this request.

Sincerely,

Craig Taylor

Craig Taylor  
Solutions for Veterans, Inc.



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

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**SUBJECT:** Financial update for the month ended November 30, 2018.

**AGENDA DATE OF:** 1/8/2019

**DATE SUBMITTED:** 12/28/2018

**SUBMITTED BY:** Amy Dozier, CFO

**EXHIBITS:** November 2018 financial summary  
November 2018 financial presentation

---

| <b>Expenditure Required:</b> | <b>Current 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

---

|                             |                                      |            |
|-----------------------------|--------------------------------------|------------|
| <b>Kerrville 2050 Item?</b> | <b>Yes:</b> <input type="checkbox"/> | <b>No:</b> |
| <b>Key Priority Area</b>    | N/A                                  |            |
| <b>Guiding Principle</b>    | N/A                                  |            |
| <b>Action Item</b>          | N/A                                  |            |

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**SUMMARY STATEMENT:**

**General Fund**

Year to date through November 30, 2018, the General Fund has recorded revenue of \$3.6 million compared to expense of \$3.9 million. Due to the seasonal nature of property tax payments, it is normal to have a deficit at this time of year. Items to note for November include:

1. Property tax collections continue at a higher level than budget or FY2018. Tax bills were mailed out 2 weeks earlier this year compared to FY2018. The collection difference appears to be a timing issue only. We expect the collection rate for the year to be consistent with historical levels.
2. Sales tax is down 0.5% compared to November 2017. On a year to date basis, we are very close to budget. December sales tax is up over 17% due primarily to a prepayment by a large retailer and a prior period payment from a utility. After adjusting for the one-time activity, sales tax is up 5.6%, led by increases in food service, construction and retail.

**Water Fund**

Year to date through November 30, 2018, the Water Fund received revenues of \$1.8 million compared to expenditures of \$1.9 million. Notable activity includes:

1. Water and reuse sales are lower than budget and FY2018 due to record rainfall amounts in October 2018. Water sales are very volatile and highly weather dependent, so it is possible that dry conditions later in the year could offset extremely wet conditions this fall. However, we are proactively monitoring expenditures in order to offset some of the lost revenue.

2. Water expenditures are lower than FY2018 because \$272K was transferred to the Capital Projects Fund for the Legion Lift Station project in October 2017. This transfer did not recur in FY2019.

### **Development Services Fund**

Year to date through November 30, 2018, the Development Services Fund received revenues of \$188 thousand compared to expenditures of \$108 thousand. Revenue includes transfers in from the General Fund and Water Fund of \$118 thousand and permit and fee revenue of \$70 thousand. The Development Services Fund was broken out of the General Fund in FY2019. For presentation and comparison purposes, FY2018 financial information is shown in the Development Services Fund rather than the General Fund.

### **Golf Fund**

Year to date through November 30, 2018, the Golf Fund received revenues of \$123 thousand compared to expenditures of \$131 thousand. FY2019 revenue is lower than budget and FY2018 primarily due to record rainfall in October.

### **Hotel Occupancy Fund**

Year to date through November 30, 2018, the Hotel Occupancy Fund received revenues of \$198 thousand compared to expenditures of \$314 thousand. Expenditures exceed revenue at this time of year due to the seasonal nature of the revenue and because the first quarter payment to the CVB is made prior to receiving a full quarter of revenue.

### **Monthly Reporting**

This year we will continue to provide monthly reporting that compares our year to date activity to budget and prior year. This reporting is consistent with our required financial reporting as well as our required budgeting period. The Finance department will review particular or specific rolling 12-month financial information as necessary to look for trends or explanations for significant variances. We will not present rolling 12-month information in the monthly reports as we feel that it would create confusion for the financial report user and is not consistent with financial reporting requirements.

### **RECOMMENDED ACTION:**

Information only; no action required.

**City of Kerrville**  
**Financial Summary**  
**For the Month Ended November 30, 2018**

| Fund                             | Year to Date     | Year to Date     | Better /               | Year to Date     | Change         | Variance<br>Explanation |
|----------------------------------|------------------|------------------|------------------------|------------------|----------------|-------------------------|
|                                  | FY2019<br>Actual | FY2019<br>Budget | (Worse)<br>than Budget | FY2018<br>Actual | from<br>FY2018 |                         |
| <b>General Fund</b>              |                  |                  |                        |                  |                |                         |
| Revenues                         |                  |                  |                        |                  |                |                         |
| Property Tax                     | \$ 1,171,027     | \$ 1,048,473     | \$ 122,554             | \$ 1,083,327     | \$ 87,700      | note A                  |
| Sales Tax                        | 1,124,314        | 1,136,583        | (12,269)               | 1,112,376        | 11,938         | note B                  |
| Other Revenue                    | 1,316,749        | 1,327,107        | (10,358)               | 1,263,629        | 53,120         | note E                  |
| Total Revenue                    | 3,612,090        | 3,512,164        | 99,926                 | 3,459,332        | 152,759        |                         |
| Expenditures                     | 3,909,141        | 4,018,013        | 108,872                | 3,795,014        | 114,127        |                         |
| Net                              | (297,051)        | (505,849)        | 208,799                | (335,683)        | 38,632         |                         |
| <b>Water Fund</b>                |                  |                  |                        |                  |                |                         |
| Revenues                         |                  |                  |                        |                  |                |                         |
| Water Sales                      | 795,272          | 1,079,276        | (284,004)              | 1,043,218        | (247,946)      | note C                  |
| Sewer Sales                      | 868,249          | 919,529          | (51,280)               | 883,666          | (15,417)       |                         |
| Reuse Sales                      | 4,778            | 21,795           | (17,016)               | 14,940           | (10,162)       | note C                  |
| Other Revenue                    | 123,071          | 100,358          | 22,712                 | 167,813          | (44,743)       |                         |
| Total Revenue                    | 1,791,370        | 2,120,957        | (329,587)              | 2,109,637        | (318,267)      |                         |
| Expenditures                     | 1,907,253        | 2,091,093        | 183,841                | 2,176,327        | (269,074)      | note D                  |
| Net                              | (115,883)        | 29,864           | (145,747)              | (66,689)         | (49,194)       |                         |
| <b>Development Services Fund</b> |                  |                  |                        |                  |                |                         |
| Revenues                         |                  |                  |                        |                  |                | note E                  |
| Permits & Fees                   | 70,467           | 85,000           | (14,533)               | 83,259           | (12,792)       |                         |
| Transfer In                      | 118,115          | 118,115          | 0                      | -                | 118,115        |                         |
| Total Revenue                    | 188,582          | 203,115          | (14,533)               | 83,259           | 105,323        |                         |
| Expenditures                     | 108,153          | 139,948          | 31,795                 | 99,431           | 8,722          |                         |
| Net                              | 80,429           | 63,167           | (46,328)               | (16,172)         | 96,601         |                         |
| <b>Golf Fund</b>                 |                  |                  |                        |                  |                |                         |
| Revenues                         | 123,081          | 169,271          | (46,191)               | 155,807          | (32,726)       | note F                  |
| Expenditures                     | 130,754          | 133,249          | 2,494                  | 123,325          | 7,430          |                         |
| Net                              | (7,673)          | 36,023           | (43,696)               | 32,482           | (40,155)       |                         |
| <b>Hotel Occupancy Tax Fund</b>  |                  |                  |                        |                  |                |                         |
| Revenues                         | 197,706          | 195,266          | 2,440                  | 198,050          | (344)          |                         |
| Expenditures                     | 313,831          | 322,431          | 8,600                  | 247,050          | 66,781         | note G                  |
| Net                              | \$ (116,125)     | \$ (127,165)     | \$ 11,040              | \$ (49,000)      | \$ (67,125)    |                         |

**Notes:**

- A. **Property Tax** - Property tax collections continue at a higher level than budget or FY2018. Tax bills were mailed out 2 weeks earlier this year compared FY2018. The collection difference appears to be a timing issue only. We expect the collection rate for the year to be consistent with historical levels.
- B. **Sales Tax** - Sales tax is down 0.5% compared to November 2017. On a YTD basis, we are very close to budget. December sales tax is up over 17% due to primarily to a prepayment by a large retailer and a prior period payment from a utility. After adjusting for the one-time activity, sales tax is up 5.6%, led by increases in food service, construction and retail.
- C. **Water Sales** - Water (including reuse) sales are lower than budget and FY2018 due to record rainfall amounts in October 2018. Water sales are very volatile and highly weather dependent, but we are proactively monitoring expenditures to offset some of the lost revenue.
- D. **Water Expenditures** - FY2019 expenditures are lower than FY2018 because \$272K was transferred to the Capital Projects Fund for the Legion Lift Station project in October 2017.
- E. **Development Services Fund** - The Development Services Fund was broken out of the General Fund in FY2019. For presentation purposes FY2018 information is shown in the Development Services Fund.
- F. **Golf Fund Revenue** - FY2019 revenue is lower than budget and FY2018 revenue due to record rainfall in October.
- G. **HOT Expenditures** - FY2019 HOT expenditures are higher than FY2018 due to the Triathlon sponsorship payment being made in November instead of December in FY2019 and P2K funding that was moved to the HOT Fund in FY2019.



# **Financial update for the month ended November 30, 2018**

**City Council Meeting  
January 8, 2019**

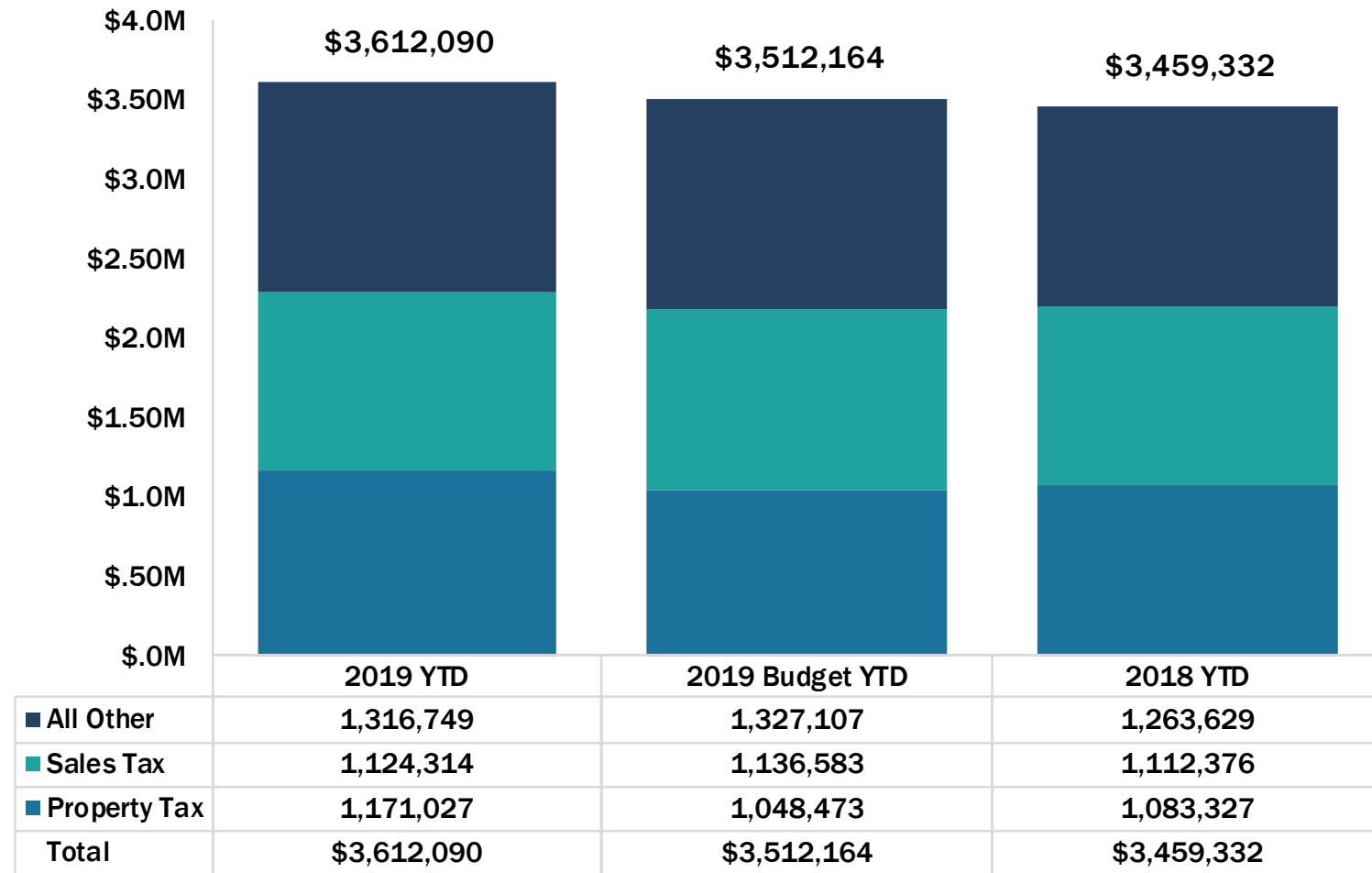


# General Fund Summary

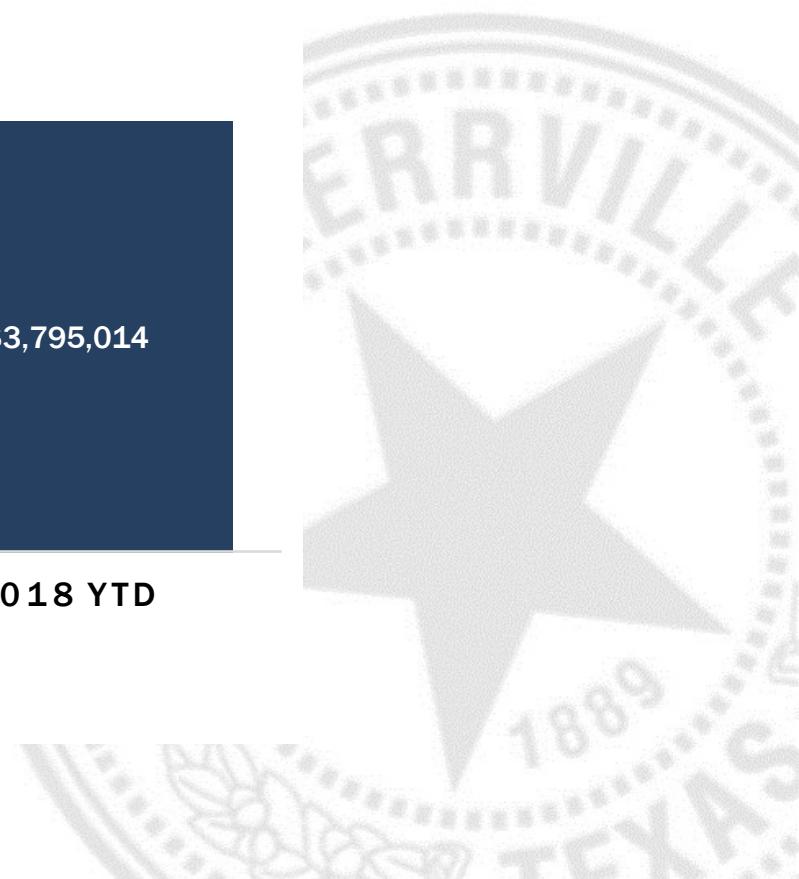
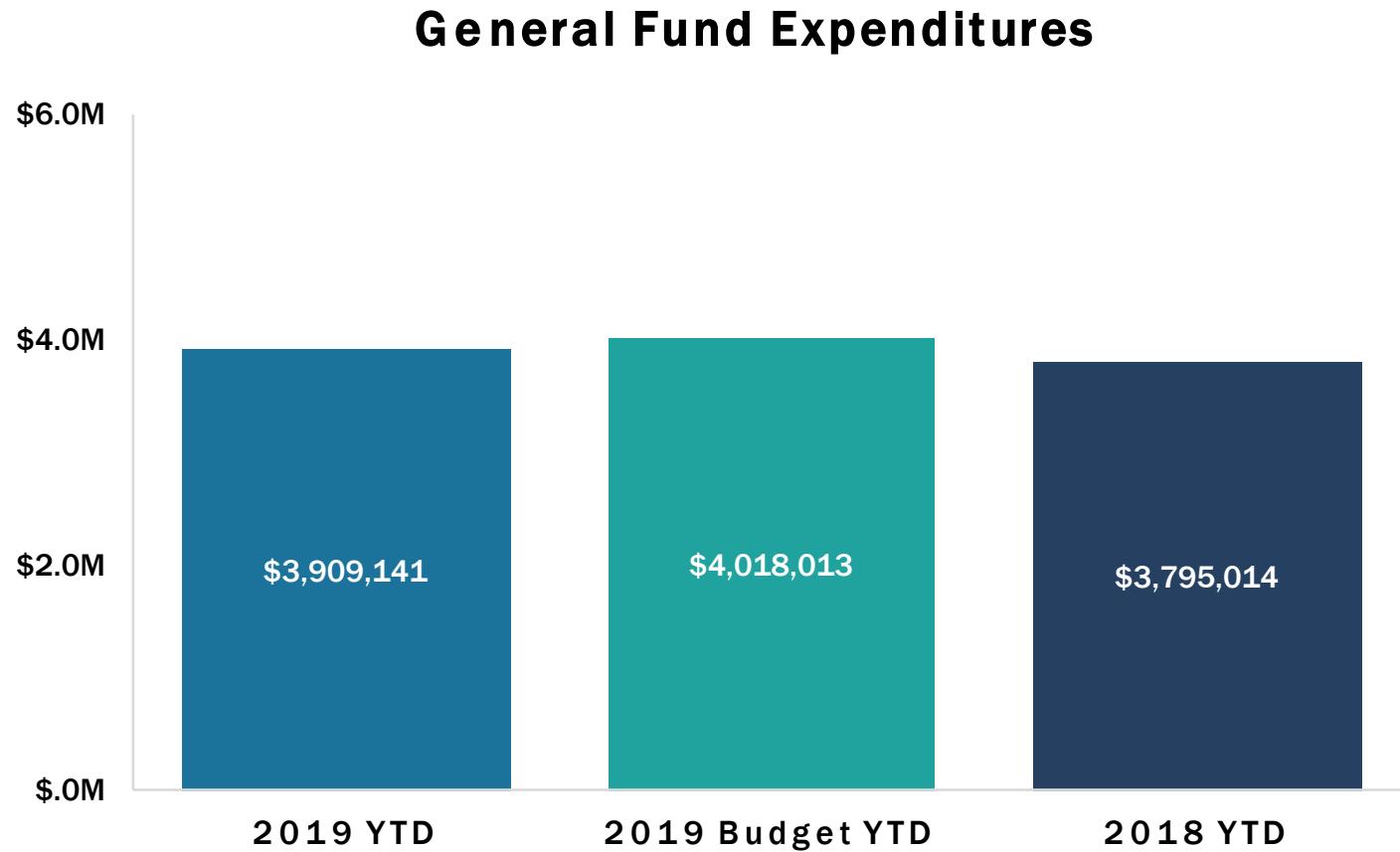
| Fund                | Year to Date | Year to Date | Better /    | Year to Date | Change    |
|---------------------|--------------|--------------|-------------|--------------|-----------|
|                     | FY2019       | FY2019       | (Worse)     | FY2018       | from      |
|                     | Actual       | Budget       | than Budget | Actual       | FY2018    |
| <b>General Fund</b> |              |              |             |              |           |
| Revenues            |              |              |             |              |           |
| Property Tax        | \$ 1,171,027 | \$ 1,048,473 | \$ 122,554  | \$ 1,083,327 | \$ 87,700 |
| Sales Tax           | 1,124,314    | 1,136,583    | (12,269)    | 1,112,376    | 11,938    |
| Other Revenue       | 1,316,749    | 1,327,107    | (10,358)    | 1,263,629    | 53,120    |
| Total Revenue       | 3,612,090    | 3,512,164    | 99,926      | 3,459,332    | 152,759   |
| Expenditures        | 3,909,141    | 4,018,013    | 108,872     | 3,795,014    | 114,127   |
| Net                 | (297,051)    | (505,849)    | 208,799     | (335,683)    | 38,632    |

# General Fund Revenues

General Fund Revenues



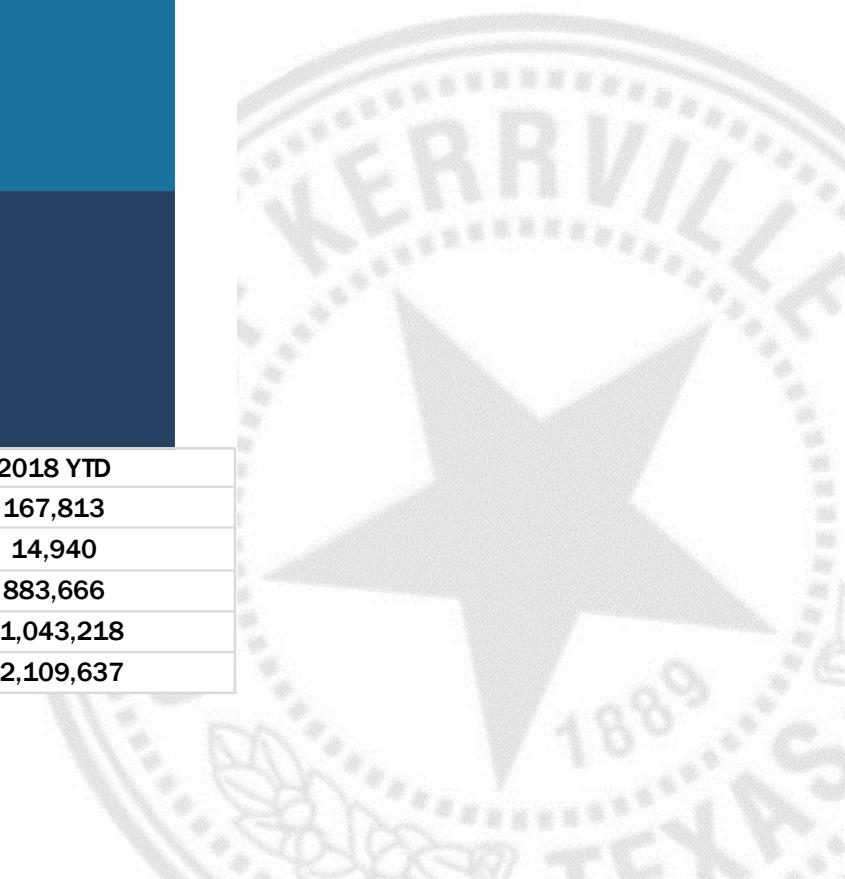
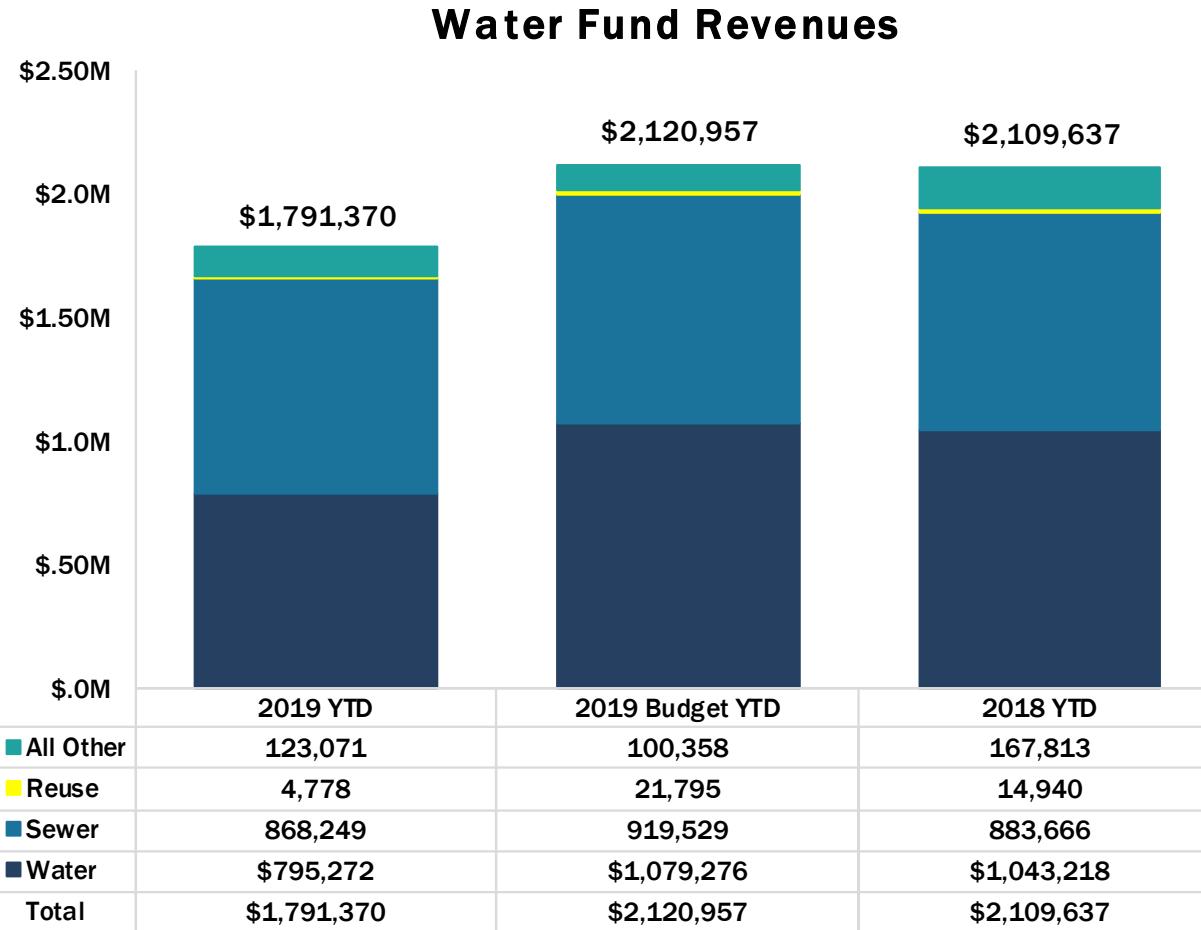
# General Fund Expenditures



# Water Fund Summary

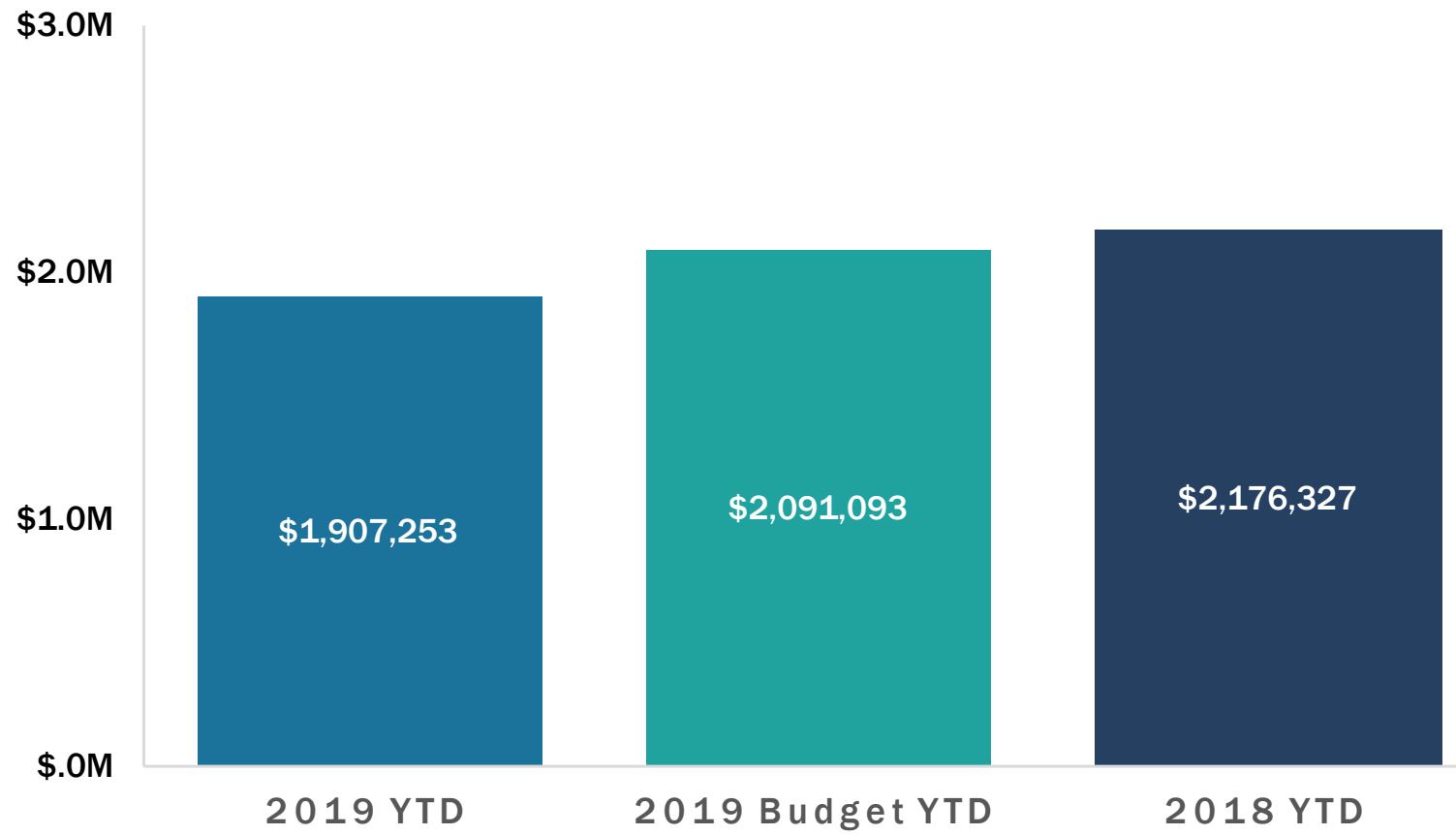
| Fund                 | Year to Date     | Year to Date     | Better /               | Year to Date     | Change           |
|----------------------|------------------|------------------|------------------------|------------------|------------------|
|                      | FY2019<br>Actual | FY2019<br>Budget | (Worse)<br>than Budget | FY2018<br>Actual | from<br>FY2018   |
| <b>Water Fund</b>    |                  |                  |                        |                  |                  |
| Revenues             |                  |                  |                        |                  |                  |
| Water Sales          | 795,272          | 1,079,276        | (284,004)              | 1,043,218        | (247,946)        |
| Sewer Sales          | 868,249          | 919,529          | (51,280)               | 883,666          | (15,417)         |
| Reuse Sales          | 4,778            | 21,795           | (17,016)               | 14,940           | (10,162)         |
| Other Revenue        | 123,071          | 100,358          | 22,712                 | 167,813          | (44,743)         |
| <b>Total Revenue</b> | <b>1,791,370</b> | <b>2,120,957</b> | <b>(329,587)</b>       | <b>2,109,637</b> | <b>(318,267)</b> |
| <b>Expenditures</b>  | <b>1,907,253</b> | <b>2,091,093</b> | <b>183,841</b>         | <b>2,176,327</b> | <b>(269,074)</b> |
| <b>Net</b>           | <b>(115,883)</b> | <b>29,864</b>    | <b>(145,747)</b>       | <b>(66,689)</b>  | <b>(49,194)</b>  |

# Water Fund Revenues



# Water Fund

## Water Fund Expenditures



# Other Funds Summary

| Fund                             | Year to Date     | Year to Date     | Better /               | Year to Date     | Change         |
|----------------------------------|------------------|------------------|------------------------|------------------|----------------|
|                                  | FY2019<br>Actual | FY2019<br>Budget | (Worse)<br>than Budget | FY2018<br>Actual | from<br>FY2018 |
| <b>Development Services Fund</b> |                  |                  |                        |                  |                |
| Revenues                         |                  |                  |                        |                  |                |
| Permits & Fees                   | 70,467           | 85,000           | (14,533)               | 83,259           | (12,792)       |
| Transfer In                      | 118,115          | 118,115          | 0                      | -                | 118,115        |
| Total Revenue                    | 188,582          | 203,115          | (14,533)               | 83,259           | 105,323        |
| Expenditures                     | 108,153          | 139,948          | 31,795                 | 99,431           | 8,722          |
| Net                              | 80,429           | 63,167           | (46,328)               | (16,172)         | 96,601         |
| <b>Golf Fund</b>                 |                  |                  |                        |                  |                |
| Revenues                         | 123,081          | 169,271          | (46,191)               | 155,807          | (32,726)       |
| Expenditures                     | 130,754          | 133,249          | 2,494                  | 123,325          | 7,430          |
| Net                              | (7,673)          | 36,023           | (43,696)               | 32,482           | (40,155)       |
| <b>Hotel Occupancy Tax Fund</b>  |                  |                  |                        |                  |                |
| Revenues                         | 197,706          | 195,266          | 2,440                  | 198,050          | (344)          |
| Expenditures                     | 313,831          | 322,431          | 8,600                  | 247,050          | 66,781         |
| Net                              | \$ (116,125)     | \$ (127,165)     | \$ 11,040              | \$ (49,000)      | \$ (67,125)    |



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

**SUBJECT:** Appointments to the Charter Review Commission

**AGENDA DATE OF:** 1/8/2019                    **DATE SUBMITTED:** 12/28/2018

**SUBMITTED BY:** Cheryl Brown  
Interim City Secretary

**EXHIBITS:** None

|                                     |   |                                |                               |
|-------------------------------------|---|--------------------------------|-------------------------------|
| <b>Expenditure Required:</b><br>\$0 | <b>Current Balance in Account:</b><br>N/A | <b>Amount Budgeted:</b><br>N/A | <b>Account Number:</b><br>N/A |
|-------------------------------------|---|--------------------------------|-------------------------------|

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

|                             |                                      |            |
|-----------------------------|--------------------------------------|------------|
| <b>Kerrville 2050 Item?</b> | <b>Yes:</b> <input type="checkbox"/> | <b>No:</b> |
| <b>Key Priority Area</b>    | N/A                                  |            |
| <b>Guiding Principle</b>    | N/A                                  |            |
| <b>Action Item</b>          | N/A                                  |            |

**SUMMARY STATEMENT:**

The City Council approved the Council Charge To and Schedule for the Charter Review Commission at their November 27, 2018 meeting. The charge is as follows:

1. to organize itself as it sees fit, with a recommendation that it select a chair and a vice-chair. City staff will serve as secretary of the Commission and will, in part, take and prepare minutes.
2. to arrange its meeting schedule and location, with the fundamental goal that meeting times and locations be accessible as possible to encourage public input.
3. to review the current City Charter pursuant to the following:
  - a. cause the Charter to conform to federal and state law where conflict or inconsistencies exist.
  - b. revise in an effort to clarify and condense as necessary or possible or where a section is confusing or believed to be ineffective.
  - c. consider the following provisions, as specifically provided for in Section 14.07 of the Charter:
    - i. Consider the operation of the City government under the Charter and determine whether any Charter sections require revision. To this end, at least one public hearing shall be held and the Commission shall have the power to compel the attendance of any officer or employee of the City and to require the submission of any of the City records which it may deem necessary to the conduct of such hearing.
    - ii. Propose recommendations, if any, it deems desirable to ensure compliance with the Charter by the City government.

- iii. Propose amendments, if any, to the Charter to improve the effective application of the Charter to current conditions and operations.
- iv. Report its findings and present its proposed amendments, if any, to the City Council.
- d. consider all other provisions of the Charter as the Charter Review Commission may determine is necessary.

4. to work as diligently as possible, with the understanding that pursuant to Section 14.07 of the Charter, the term of the Commission is set at six (6) months. However, this section also provides that Council may extend this term.

5. while acknowledging the six (6) month term, to have the goal of preparing recommendations in the form of amendments to the Charter for placement on the November 5, 2019, general election ballot.

6. to ensure placement on the November 5, 2019 ballot, the report of recommended amendments should be submitted to the City Council for ordinance preparation by the August 13, 2019 Council meeting.

**RECOMMENDED ACTION:**

Make appointments to the Charter Review Commission.



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

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**SUBJECT:** Appointment to the Animal Services Advisory Committee.

**AGENDA DATE OF:** 1/8/2019

**DATE SUBMITTED:** 12/20/2018

**SUBMITTED BY:** Cheryl Brown  
Interim City Secretary

**EXHIBITS:** None

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| <b>Expenditure Required:</b> | <b>Current Balance in Account:</b> | <b>Amount Budgeted:</b> | <b>Account Number:</b> |
|------------------------------|------------------------------------|-------------------------|------------------------|
| N/A                          | N/A                                | N/A                     | N/A                    |

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

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|                             |                                      |            |
|-----------------------------|--------------------------------------|------------|
| <b>Kerrville 2050 Item?</b> | <b>Yes:</b> <input type="checkbox"/> | <b>No:</b> |
| <b>Key Priority Area</b>    | N/A                                  |            |
| <b>Guiding Principle</b>    | N/A                                  |            |
| <b>Action Item</b>          | N/A                                  |            |

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**SUMMARY STATEMENT:**

The City Council approved the Interlocal Agreement with Kerr County for Animal and Library Services at their meeting on October 23, 2018. The agreement affirms that the City may appoint 1/5 of the newly created Animal Services Advisory Committee as adopted by Court Order 37057 (Sec. 3.J.)

**RECOMMENDED ACTION:**

Make appointment to the Animal Services Advisory committee.



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

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**SUBJECT:** Appointments to the Recovery Community Coalition.

**AGENDA DATE OF:** 1/8/2019

**DATE SUBMITTED:** 12/27/2018

**SUBMITTED BY:** Cheryl Brown  
Interim City Secretary

**EXHIBITS:** Board Sheet

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| <b>Expenditure Required:</b> | <b>Current Balance in Account:</b> | <b>Amount Budgeted:</b> | <b>Account Number:</b> |
|------------------------------|------------------------------------|-------------------------|------------------------|
| \$0                          | N/A                                | N/A                     | N/A                    |

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

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| <b>Kerrville 2050 Item?</b> | <b>Yes:</b> <input type="checkbox"/> | <b>No:</b> |
|-----------------------------|--------------------------------------|------------|
| Key Priority Area           | N/A                                  |            |
| Guiding Principle           | N/A                                  |            |
| Action Item                 | N/A                                  |            |

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**SUMMARY STATEMENT:**

Seven positions that expired December 31, 2018

- Two positions requiring a representative from a residential addiction treatment facility located within Kerr County.
- One position requiring a person representative of mental health support organizations such as Kerrville State Hospital.
- Two positions that require an owner of a female boarding home facility with a valid permit issued by the City.
- One position that requires a person that is a member of the recovering community.
- One position that requires an owner of a male boarding home facility with a valid permit issued by the City.

And:

one position that is due to expire December 31, 2019, for a citizen of Kerrville with interest in these issues.

**RECOMMENDED ACTION:**

Make appointments.

**RECOVERY COMMUNITY COALITION**

|  | <u>Telephone</u>                         | <u>Appt.</u><br><u>Date</u> | <u>Exp.</u><br><u>Date</u> |
|--|--|-----------------------------|----------------------------|
| (8) TREES, DALE<br>Chairperson<br>115 Plaza Dr. #2007                      | 928-5420 (H)<br>238-4222 (W)<br>Ext. 510 | 1-10-17                     | 12-31-18                   |
| (4) DRIGGERS, SHAWN<br>613 Wheless Ave.                                    | 285-4536 (H)<br>895-5969 (W)             | 01-10-17                    | 12-31-19                   |
| (8) ELDER, DAWN<br>14189 River Vista N.<br>San Antonio, TX 78216           | 210-289-8662                             | 02-13-18                    | 12-31-19                   |
| (5) FITZPATRICK, LEIGHANN<br>1920 Weston Loop                              | 956-371-5095 (H)<br>258-5288 (W)         | 03-13-18                    | 12-31-18                   |
| (3) GEISLER, BLAIR<br>381 A Guadalupe St.                                  | 713-972-5001 (C)                         | 01-10-17                    | 12-31-19                   |
| (2) GODWIN, LAURA<br>312 Lytle St.   | 214-293-7353 (H)                         | 01-10-17                    | 12-31-18                   |
| (3) GRANT, KARA<br>24727 Hwy. 16 N.<br>Medina, TX 78055                    | 713-410-2789                             | 12-11-18                    | 12-31-20                   |
| (3) KUENZEL, SABINE<br>305 Japonica Road<br>P.O. Box 824<br>Hunt, TX 78024 | 832-361-2849 (C)                         | 08-28-18                    | 12-31-18                   |
| (6) PAUTLER, STEVE<br>113 Los Cedros Loop                                  | 258-7054 (W)                             | 01-10-17                    | 12-31-19                   |
| (4) RICHNER, CLAUDIA<br>3864 Rock Barn Dr.                                 | 816-532-0078 (H)                         | 01-10-17                    | 12-31-19                   |
| (3) STOLPMAN, RICHARD<br>115 Plaza Dr. #205                                | 777-9153 (H)<br>320-304-0736 (C)         | 01-10-17                    | 12-31-19                   |
| (4) YOUNG, KENDALL<br>3509 La Cumbre Dr.                                   | 257-2212 (W)<br>377-5911 (H)             | 2-13-18                     | 12-31-19                   |

|            |          |
|------------|----------|
| (1) VACANT | 12-31-18 |
| (8) VACANT | 12-31-19 |
| (7) VACANT | 12-31-18 |

|                       |  |
|-----------------------|--|
| Purpose:              | The purpose of the Coalition is to enhance the opportunities for the recovery community to become fully integrated into the fabric of Kerrville. The Coalition shall work toward considering and identifying strategies and techniques for reducing barriers for the recovery community to be fully integrated into the local community as well as to identify and advocate goals and ideas for enhancing positive relationships by and amongst the recovery community.  |
| Qualifications:       | <b>At least one member from each of the following, but any of which may include more than one member:</b><br>(1) owner of a male boarding home facility with a valid permit issued by the City;<br>(2) owner of a female boarding home facility with a valid permit issued by the City;<br>(3) member of the recovering community;<br>(4) citizen of Kerrville with interest in these issues;<br>(5) representative of mental health support organizations such as Kerrville State Hospital;<br>(6) representative of Peterson Health;<br>(7) representative of Hill Country MHDD Centers;<br>(8) representative from a residential addiction treatment facility located within Kerr County. |
| Powers and Duties:    | On an annual basis, or more frequently as deemed proper by the Coalition or City Council, the Coalition should attend and report its conclusions, achievements, ideas, desires, and plans to the City Council. It is recommended that the initial issue with which the Coalition is charged to review is Ordinance No. 2013-06 (Chapter 30, Article I, Code of Ordinances), which addresses the operation of group homes and boarding home facilities operating within the City.   |
| Term of Office:       | Each member shall be subject to two-year terms; provided, however, that at the Coalition's organizational meeting, the members shall draw lots to establish the duration of the initial terms, with an exact majority of the members serving an initial term of two years and the remaining members serving a one-year term. The expiration date of all terms shall be December 31 of the year corresponding with the results of the drawing of lots.  |
| Quorum:               | Seven members  |
| Number of Members:    | Fifteen  |
| Absences:             | Any member who misses 25% of the regular meetings or three consecutive regular meetings may be replaced by City Council.   |
| Meeting Time & Place: | Meetings are to be held every other Monday at 4:00 p.m., but at least once each calendar quarter in the upstairs conference room at City Hall.   |
| Established by:       | Resolution No. 26-2016   |
| Revised Date:         | December 12, 2018  |



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

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**SUBJECT:** Appointments to the Senior Services Advisory Committee.

**AGENDA DATE OF:** 1/8/2019

**DATE SUBMITTED:** 12/28/2018

**SUBMITTED BY:** Cheryl Brown  
Interim City Secretary

**EXHIBITS:** None

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| <b>Expenditure Required:</b> | <b>Current Balance in Account:</b> | <b>Amount Budgeted:</b> | <b>Account Number:</b> |
|------------------------------|------------------------------------|-------------------------|------------------------|
| N/A                          | N/A                                | N/A                     | N/A                    |

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

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|                             |                                      |            |
|-----------------------------|--------------------------------------|------------|
| <b>Kerrville 2050 Item?</b> | <b>Yes:</b> <input type="checkbox"/> | <b>No:</b> |
| <b>Key Priority Area</b>    | N/A                                  |            |
| <b>Guiding Principle</b>    | N/A                                  |            |
| <b>Action Item</b>          | N/A                                  |            |

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**SUMMARY STATEMENT:**

The Senior Services Advisory Committee was established by Ordinance No. 2018-32, approved by the City Council on first reading on 10-23-18; and on second reading on 11-13-18. The following is an excerpt from Article IV "Boards and Commissions"; Sec. 2-91 of the City of Kerrville Code of Ordinances: "The Senior Services Advisory Committee of the City shall be an advisory body of 13 members appointed by the City Council. The Mayor shall appoint the Chair and Vice-Chair from the appointments made by the Council, but only following the appointment of the initial Committee. Thereafter, each Committee shall select the Chair and Vice-Chair from among its members.

During the initial appointment of the Committee members, Council will appoint 6 of the Committee members to terms expiring September 30, 2019. Council will then appoint each of the remaining 7 members to terms expiring September 30, 2020. Subsequent appointments shall serve a full two-year term. 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."

**RECOMMENDED ACTION:**

Make appointment to the Senior Services Advisory Committee.



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

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**SUBJECT:** Appointments to the Planning & Zoning Commission.

**AGENDA DATE OF:** 1/8/2019                    **DATE SUBMITTED:** 12/27/2018

**SUBMITTED BY:** Cheryl Brown  
Interim City Secretary

**EXHIBITS:** Board Sheet

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|                                     |   |                                |                               |
|-------------------------------------|---|--------------------------------|-------------------------------|
| <b>Expenditure Required:</b><br>\$0 | <b>Current Balance in Account:</b><br>N/A | <b>Amount Budgeted:</b><br>N/A | <b>Account Number:</b><br>N/A |
|-------------------------------------|---|--------------------------------|-------------------------------|

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

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|                             |                                      |  |
|-----------------------------|--------------------------------------|--|
| <b>Kerrville 2050 Item?</b> | <b>Yes:</b> <input type="checkbox"/> | <b>No:</b> <input checked="" type="checkbox"/> |
| <b>Key Priority Area</b>    | N/A                                  |  |
| <b>Guiding Principle</b>    | N/A                                  |  |
| <b>Action Item</b>          | N/A                                  |  |

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**SUMMARY STATEMENT:**

Three regular member positions that expired January 1, 2019, and one alternate member position that expired January 1, 2019.

**RECOMMENDED ACTION:**

Make appointments.

## **PLANNING AND ZONING COMMISSION**

|   | <u>Telephone</u>                             | <u>Orig. Appt.</u> | <u>Re-Appt. Date</u> | <u>Exp. Date</u> |
|---|--|--------------------|----------------------|------------------|
| WALLER, ROBERT<br>Chair<br>33 Antelope Trail              | 792-6088 (H)<br>896-2950 (O)                 | 07-09-13           | 12-13-16             | 01-01-19         |
| HARMON, GARRETT<br>Vice-Chair<br>701 Lee Street           | 895-4510 (O)<br>285-2151 (C)                 | 06-25-13           | 12-13-16             | 01-01-19         |
| BYROM, TRICIA<br>605 Overhill Drive                       | 267-1668 (H)                                 | 06-12-18           |                      | 01-01-20         |
| JONES, DAVID THOMAS<br>207 Lakewood                       | 257-5635 (H)<br>210-289-5483 (C)             | 12-13-16           | 01-09-18             | 01-01-20         |
| ZUBER, RUSTIN<br>112 Harmon Way<br>616 Clay St. (mailing) | 895-2829 (O)<br>377-0329 (C)<br>895-4913 (H) | 12-10-13           | 12-13-16             | 01-01-19         |
| <b><u>ALTERNATES:</u></b>                                 |  |                    |                      |                  |
| MORGAN, WILLIAM<br>1744 Glen Road                         | 257-6263 (H)<br>739-9655 (C)                 | 06-12-18           |                      | 01-01-19         |
| BROWN, JIM T.<br>100 Circle Ave.                          | 285-6680 (C)                                 | 08-28-18           |                      | 01-01-20         |
| <b><u>CITY STAFF:</u></b>                                 |  |                    |                      |                  |
| Rebecca Pacini<br>Chief Planning Officer                  | 258-1184 (O)                                 |                    |                      |                  |

Qualifications: At least four of the regular members shall be residents and eligible voters of the city; one regular member may reside in the city's extraterritorial jurisdiction (ETJ) and must be an eligible voter of Kerr County. At least one alternate member shall be a resident and eligible voter of the city; one alternate member may reside in the city's extraterritorial jurisdiction (ETJ) and must be an eligible voter of Kerr County.

Powers and Duties: 1. Shall formulate and recommend to the city council for adoption a Comprehensive Plan for the orderly growth and development of the city and its environs. On a yearly basis the commission shall review and if necessary recommend such changes in the plan as it finds will facilitate the movement of people and goods, and the health, recreation, safety and general welfare of the citizens of the city.

2. Shall formulate a zoning plan (ordinance) as may be deemed best to carry out the goals of the Comprehensive Plan; hold public hearings and make recommendations to the city council relating to the creation, amendment, and implementation of zoning regulations and districts as provided in state law.
3. Shall exercise all powers of a commission as to approval or disapproval of plans, plats, or replats as set out by state law and the city's subdivision regulations.
4. Shall initiate for consideration at public hearings, proposals for the original zoning of annexed areas or for the change of zoning district boundaries on an area wide basis.
5. Shall consider and take appropriate action, upon written request, variances as prescribed to the city's subdivision and sign regulations.
6. Shall from time to time recommend such changes to the subdivision regulations, sign regulations, and any other ordinance the city council assigns to their review that will facilitate the general health, safety and welfare of the citizens of the city.

|                       |   |
|-----------------------|---|
| Term of Office:       | Two years. No regular member shall serve more than three consecutive full terms on the Commission without having at least one full year off the Commission between terms.   |
| Quorum:               | Three (may include an alternate member but only where substitution for and acting as a regular member)  |
| Number of Members:    | Five regular members and two alternates.  |
| Meeting Time & Place: | First and third Thursdays, 4:30 p.m., City Hall; Council Chambers.  |
| Absences:             | Any member who is absent from twenty-five percent (25%) of the board's regular meetings during any twelve (12) month period, or who is absent from any three (3) consecutive regular meetings, shall be considered for removal by the city council. The staff member has the responsibility of reporting a member's non-attendance to the city council in writing, and the city secretary shall notify the board member in writing that their non-attendance has been reported to the city council. However, a member whose absences are directly related to a medical or family emergency may seek consideration from the board upon which they serve to qualify such absences as excused. |
| Established by:       | Minutes of 12-18-44 Council meeting; amended by Ordinance Nos. 1979-37, 1987-24, and 2008-24 (which deleted from Code of Ordinances book Chapter 82 – Article II – Sections 82-31 through 82-36 and rolled into Zoning Code which is not codified).<br><br>Rules and Regulations amended by Resolution 180-2001; Rules Governing Conduct amended by Resolution 052-2003; Process for Appointment amended by Resolution 007-2006.  |

\* Appointed as alternate

\*\* Appointed as full member