

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

**TUESDAY, MARCH 24, 2020, 6:00 P.M.**

**KERRVILLE CITY HALL, COUNCIL CHAMBERS**

**701 MAIN STREET, KERRVILLE, TEXAS**

### **The Community Vision**

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

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



Kerrville2050



## **ALTERNATIVE CITIZEN/PUBLIC PARTICIPATION GUIDELINES (Due to COVID-10 Pandemic Disaster Declaration)**

***Despite the necessity to restrict public access to Kerrville City Council meetings in the interest of public health during the COVID-19 pandemic, citizens and visitors are welcome to participate in Kerrville City Council meetings in several alternative ways as outlined below.***

### **Instructions for callers:**

Dial one of the following numbers:  
877 853 5247 (Toll Free) or  
888 788 0099 (Toll Free)

If you cannot get through on one of the numbers due to network congestion, please try the other number.)

When your call is answered you will hear "Welcome to Zoom, enter your Meeting ID followed by pound." Enter in the Meeting ID below followed by the pound sign (#).

The Meeting ID is **527 143 502#**

If the moderator has not started the meeting yet, you will hear "The meeting has not started yet, please hold or call back later." If you decide to call back later, please do so before 5:45 p.m.

Once you have called into the meeting, your microphone will be placed on mute and your call will be placed in the call queue. At this point, you will hear silence on the phone. Please do not hang up. The moderator will unmute your microphone as he/she is going down the list. Once the meeting has started, you will be able to listen to proceedings even if your microphone is muted.

The moderator will be accepting calls starting at 5pm. Please place your call before the 5:45 p.m. deadline to participate in order to allow time for calls to be loaded and queued. Calls made after this time will not be answered.

### **Instructions for written comments:**

Written comments will be read into record, and can be provided in two different ways:

**OPTION 1 by hard copy** – Comments may be dropped off at the City Hall Utility Payments Drop-Box on the north side of City Hall by 5:45 p.m. the evening of the Council meeting. You are required to provide your first and last name, address, and identify the item you wish to comment on.

**OPTION 2 by email** - Comments can be emailed to [shelley.mcelhannon@kerrvilletx.gov](mailto:shelley.mcelhannon@kerrvilletx.gov) and must be received by 5:45 p.m. the evening of the Council meeting. You are required to provide your first and last name, address, and identify the item you wish to comments on.

For either option, please provide **all required information** in order for your comments to be accepted. Thank you for your participation!



**KERRVILLE CITY COUNCIL MEETING AGENDA**  
**MARCH 24, 2020, 6:00 PM**  
**701 MAIN STREET, KERRVILLE, TEXAS**  
**CITY HALL, COUNCIL CHAMBERS**



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***Council Meeting Procedures during Disaster Period***

COVID-19 (Coronavirus) provides a unique concern in that gathering members of the public, City Council, and City staff within a physical setting constitutes a public health risk. The Texas Open Meetings Act (Ch. 552, Tx. Gov't Code) does not contemplate an instance where a governing body meeting might be completely virtual to avoid further spread of COVID-19. However, on March 16, 2020, the Texas Governor suspended certain requirements of the Open Meetings Act to permit open meetings to occur in a fully virtual setting (e.g., telephonic or videoconference meeting).

*Pursuant to the City's Declaration of Disaster, as issued by the Mayor and approved by City Council and which may be found on the City's website, the City recommended that that any public gatherings of 10 or more people in a single indoor location be canceled or postponed until further notice. Based upon this information and the Governor's most recent order, the City plans to hold Council meetings only as necessary. When it is necessary for Council to hold a meeting, the City will convene in a virtual forum (e.g., webinar, teleconference) to avoid and mitigate the public health risks.*

*Based upon the above stated concerns and actions from the state government and the City, the Council will temporary hold its meetings subject to the following:*

- the public, City Council, and City staff can engage in self-isolation or social distancing as recommended by the Centers for Disease Control and the State of Texas;
- the public can hear open deliberations by City Council; and
- the public can interact with City Council during public comment.

*The following provides a basic framework with which City Council will hold its meetings. Please keep in mind the following:*

1. please be patient as City staff implements the process and technology involved;
2. understand that the process may change moving forward. If it does, the City will post such changes to its website; and
3. should you wish to participate in the meeting, the earlier the better. For example, you may wish to email City Council prior to the meeting. Should you wish to speak to Council, the earlier that you can call and line-up to speak the better.

*Here then is the process that City Council will use for its meeting:*

1. Citizens may view and hear the City Council meetings on Spectrum Channel 2 or by live-streaming via the web.
2. City Council meetings are recorded.
3. Should the Council meeting stop broadcasting, the City will attempt to solve the issue and restart the broadcast. If unable to fix the issue after a reasonable period of time (e.g., 5 minutes), Council will adjourn the meeting. The City will provide notice of such on its website.
4. Any person who wishes to speak on an agenda item must call by telephone between 5:00 p.m. and 5:45 p.m. A speaker must register with the Moderator by providing a first and last name, an address, and identify the item to address. Anyone calling after 5:45 p.m. will not be registered to speak. After registering, the speaker must remain on hold and the call will be muted until the appropriate time. The speaker will be able to hear the meeting. At some point, the speaker will be prompted to enter the discussion by stating your full name and address. The speaker may speak for up to four minutes. Should the speaker get disconnected, it is the speaker's responsibility to call back.

5. Any person who wishes to submit a written comment on an agenda item may do so in one of the following ways. Comments must include a name, address, and the relevant item. Comments that do not include such information will not be read.

- a. *Comments may be dropped off at the City Hall Utility Payments Drop-Box by 5:45 p.m. the evening of the meeting.*
- b. *Alternatively, comments can be emailed to [shelley.mcelhannon@kerrilletx.gov](mailto:shelley.mcelhannon@kerrilletx.gov) and must be received by 5:45 p.m. the evening of the Council meeting.*

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## **CALL TO ORDER:**

### **INVOCATION AND PLEDGE OF ALLEGIANCE:**

*Led by Mayor Bill Blackburn*

### **1 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:*



- 1.A. Fifth 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.

Attachments:

[20200324\\_Agreement\\_Comanche Trace 5th amendment.pdf](#)



- 1.B. Construction contract with JK Bernhard Construction Co., LLC for the Downtown Parking Garage Streetscape project in an amount of \$242,916.00.

Attachments:

[20200324\\_Bid\\_Parking Garage Streetscape\\_Received Bids.pdf](#)

- 1.C. Minutes for the City Council workshop held March 10, 2020.

Attachments:

[20200324\\_Minutes\\_Workshop 4pm on 3-10-20.pdf](#)

- 1.D. Minutes from the City Council meeting held March 10, 2020.

Attachments:

[20200324\\_Minutes-Regular meeting 6pm on 3-10-20.pdf](#)

- 1.E. Minutes from the City Council workshop held March 17, 2020.

Attachments:

[20200324\\_Minutes\\_Workshop 10am on 3-17-20.pdf](#)

## **END OF CONSENT AGENDA**

### **2 ORDINANCE, SECOND READING:**

- 2.A. Ordinance No. 2020-07. Second Reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas which adopted zoning regulations, use districts, and a zoning map in accordance with the City's Comprehensive Plan, such Chapter more commonly known as the City's Zoning Code; by changing the zoning and classification of a property located northwest of and adjacent to Spur 100, more commonly known as 199 Spur 100, and comprising approximately 15.51 acres; from a Medium Density Residential Zoning District (R-2) to a Residential Mix Zoning District (RM); providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matter relating to the subject.

Attachments:

**3 CONSIDERATION AND POSSIBLE ACTION:**

3.A. Economic Development Grant Agreement between the Doyle School Community Center, Inc. and the City of Kerrville, Texas Economic Improvement Corporation.

Attachments:

[20200324\\_EIC Agreement\\_Doyle School Community Center.pdf](#)

[20200324\\_EIC Funding Request - Doyle.pdf](#)

3.B. Briefing and possible action as to the City's ongoing preparedness and response to COVID-19 (Coronavirus).

**4 INFORMATION & DISCUSSION:**

4.A. Report on the Kerrville Homeless Count, requested and presented by Councilmember Delayne Sigerman.

Attachments:

[20200324\\_Report\\_Homeless Count.pdf](#)

**ADJOURN**



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

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**SUBJECT:** Fifth 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.

**AGENDA DATE OF:** March 24, 2020      **DATE SUBMITTED:** Mar 19, 2020

**SUBMITTED BY:** Mike Hayes

**EXHIBITS:** [20200324\\_Agreement\\_Comanche Trace 5th amendment.pdf](#)

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

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

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	H - Housing
<b>Guiding Principle</b>	H2. Maintain the quality and value of existing neighborhoods
<b>Action Item</b>	H2.10 - Renew the existing Comanche Trace development agreement

**SUMMARY STATEMENT:**

The Comanche Trace development entered into a Development Agreement with the City of Kerrville in the late 1990's. Several subsequent Amendments were completed in the 1999 timeframe. That agreement was set to expire at the end of January 2019, and was extended to April 30th, 2019. The developer and the City initiated discussions during 2019 regarding a renegotiated Development Agreement, but desire additional time to complete the negotiations. Staff is recommending a four month extension, to December 31, 2020, to provide time to complete this negotiation effort.

**RECOMMENDED ACTION:**

Authorize the Execution of the Development Agreement, Fifth Amendment.

**FIFTH 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**

**THIS FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT** ("FIFTH Amendment") is made and entered into as of the \_\_\_\_\_ day of March, 2020, by and between Comanche Trace Ranch and Golf Club, LLLP, a Colorado limited liability limited partnership, acting by and through its General Partner, ("Developer"), whose offices are located at 3074 Bandera Highway, Kerrville, Texas 78028; and the City of Kerrville, whose offices are located at 701 Main Street, Kerrville, Texas 78028, ("City"), a Texas home rule municipal corporation.

**I. RECITALS**

**WHEREAS**, on or about January 26, 1999, City and Developer entered into that certain *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*, which the parties have amended on two previous occasions (hereafter collectively referred to as "the Agreement"); and

**WHEREAS**, pursuant to Article VII of the Agreement, the term of the agreement is twenty (20) years, which when extended by an amendment to the Agreement last year, means the Agreement will expire on May 1, 2020; and

**WHEREAS**, the parties are interested in extending the Agreement and have begun negotiations to accomplish this, however such negotiations have not concluded; and

**WHEREAS**, the parties have agreed to extend the term of the Agreement so as to conclude their negotiations;

**NOW, THEREFORE**, in consideration of the recitals stated above, and the covenants, conditions, and promises contained herein, the properties and rights hereby vested and created as herein provided and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and City hereby agree that the Agreement shall be amended as follows:

1. Pursuant to Article VII, Section A. of the Agreement, the Agreement is hereby extended through December 31, 2020.
2. Except as amended hereby, City and Developer agree that the provisions of the Agreement are not otherwise amended and are hereby agreed to be in full force and effect.

**EXECUTED** in duplicate the day and year first above written.

CITY OF KERRVILLE, TEXAS

COMANCHE TRACE RANCH AND GOLF CLUB, LLLP, a Colorado limited liability limited partnership BY: COMANCHE TRACE, LLC, a Colorado limited liability company, General Partner

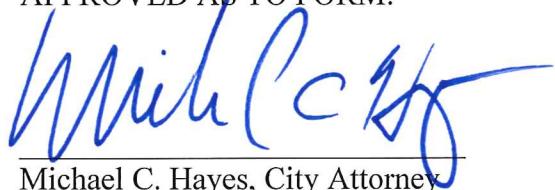
By: \_\_\_\_\_  
Mark McDaniel, City Manager

By: \_\_\_\_\_, Manager

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



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

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**SUBJECT:** Construction contract with JK Bernhard Construction Co., LLC for the Downtown Parking Garage Streetscape project in an amount of \$242,916.00.

**AGENDA DATE OF:** March 24, 2020      **DATE SUBMITTED:** Mar 16, 2020

**SUBMITTED BY:** Kyle Burow

**EXHIBITS:** [20200324\\_Bid\\_Parking Garage Streetscape\\_Received Bids.pdf](#)

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<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$242,916.00	\$324,275.35	\$350,000.00	Project #17-16002

**PAYMENT TO BE MADE TO:** JK Bernhard Construction Co., LLC

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	D - Downtown Revitalization
<b>Guiding Principle</b>	D4. Encourage and program Downtown public events and create more gathering places that promote and enhance Downtown as an arts, culture and music center
<b>Action Item</b>	D4.6 - Enhance the access, functionality and safety of the Downtown parking garage

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**SUMMARY STATEMENT:**

In 2019, the Kerrville City Council and the City of Kerrville Economic Improvement Corporation (EIC) entered into a funding agreement to enhance the Downtown Parking Garage with assistance from Peter Lewis Architects and Associates. The EIC identified this project in their annual budget over several years as a quality of life enhancement to the Downtown Area. The City recently addressed the deferred maintenance on the Parking Garage and improved interior components within the facility. The City later consulted Peter Lewis Architects to design exterior enhancements based on some of the previously developed conceptual elements. The project was scheduled to consist of sitework, concrete sidewalk and curbs, photomural mesh banners, awnings, landscaping, metal fencing, stone veneer and low walls, lighted sign repair, electrical, lighting. The project documents were developed with a base bid for the cumulative scope of work in addition to

allowances for internally lit signage, street lights, and irrigation system repairs. Additionally, bidders were required to submit deductive alternate pricing for the removal of some, or all, nine photomural mesh banners. The bid documents were developed and placed for advertisement, with the bid opening held on February 11, 2020. Three bids were received, with some bids being incomplete, and other only providing for an "allowance" for photomural installations. City staff and Peter Lewis Architects met with a potential subcontractor that provides photomural installation to discuss design and installation issues brought up during the bid phase affecting the overall bid prices. Based on the discussions, staff recommends awarding the base bid and all (deductive) alternate bids #1-#9, which would remove the photomural mesh banners from the base bid scope of work. This will allow for all of the street-level enhancements to be made as proposed. EIC was also informed of this proposed direction at their March 16th regular meeting. City staff will continue to work with Peter Lewis Architects to develop a plan for a potential future photomural banner installations when/if desired by the community and budgeted for in the future. After the deduction of alternate bids from the base bid, staff recommends awarding the contract to JK Bernhard Construction Co., LLC with the lowest cumulative bid price of \$242,916.00.

**RECOMMENDED ACTION:**

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

# Project Name : Parking Garage Streetscape

**Engineering Number: PW#16-024**

## **Bid Opening: February 11, 2020**



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

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**SUBJECT:** Minutes for the City Council workshop held March 10, 2020.

**AGENDA DATE OF:** March 24, 2020      **DATE SUBMITTED:** Feb 19, 2020

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20200324\\_Minutes\\_Workshop 4pm on 3-10-20.pdf](#)

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

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

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

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**SUMMARY STATEMENT:**

Minutes from the City Council workshop held March 10, 2020 at 4:00 p.m.

**RECOMMENDED ACTION:**

Approve minutes as presented.

CITY COUNCIL MINUTES  
WORKSHOP, COUNCIL CHAMBERS

KERRVILLE, TEXAS  
MARCH 10, 2020 4:00 PM

**CALL TO ORDER:** On March 10, 2020, at 4:00 p.m., the Kerrville City Council Workshop was called to order by Mayor Pro Tem Judy Eychner in City Hall Council Chambers, 701 Main Street.

**COUNCILMEMBERS PRESENT:**

Judy Eychner	Mayor Pro Tem
Gary Cochrane	Councilmember Place 1
Kim Clarkson	Councilmember Place 2
Delayne Sigerman	Councilmember Place 4

**COUNCILMEMBER ABSENT:**

Bill Blackburn	Mayor
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**CITY STAFF PRESENT:**

Mark McDaniel	City Manager
E.A. Hoppe	Deputy City Manager
Mike Hayes	City Attorney
Shelley McElhannon	City Secretary
Stuart Barron	Director of Public Works
Julie Behrens	Assistant Director of Finance
Kyle Burow	Director of Engineering
Stuart Cunyus	Public Information Officer
Amy Dozier	Chief Financial Officer
Jeremy Hughes	Division Chief – Training
Eric Maloney	Assistant Fire Chief
Kim Meismer	Executive Director of General Operations
Dannie Smith	Fire Chief

**VISITORS PRESENT:**

Pam Burton, Peterson Healthcare Infection Prevention Representative  
Barbara Stehling, Peterson Healthcare Director of Quality  
Dub Thomas, Kerr County Emergency Management Coordinator  
Lisa Winters, Peterson Healthcare Public Information Officer  
Citizens – on file in City Secretary's Office for required retention period.

**1. PUBLIC COMMENT**

No citizen(s) provided public comment.

**2. INFORMATION AND DISCUSSION**

**2.A. COVID-19 (Coronavirus) Briefing.**

Chief Dannie Smith, Assistant Chief Eric Maloney, Peterson Healthcare Infection Prevention Representative Pam Burton, and Division Chief of Training Jeremy Hughes presented information, and responded to questions.

2.B. Fiscal Year 2021 Preliminary Budget Workshop.

Mark McDaniel introduced the item. Amy Dozier, E.A. Hoppe, Kim Meismer, and Mark McDaniel presented information and responded to questions.

**ADJOURN**

The meeting was adjourned at 5:46 p.m.

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

APPROVED:

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Judy Eychner, Mayor Pro Tem

ATTEST:

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Shelley McElhannon, City Secretary



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

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**SUBJECT:** Minutes from the City Council meeting held March 10, 2020.

**AGENDA DATE OF:** March 24, 2020      **DATE SUBMITTED:** Feb 19, 2020

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20200324\\_Minutes-Regular meeting 6pm on 3-10-20.pdf](#)

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

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

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

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**SUMMARY STATEMENT:**

Minutes from the City Council meeting held March 10, 2020 at 6:00 p.m.

**RECOMMENDED ACTION:**

Approve minutes as presented.

CITY COUNCIL MINUTES  
REGULAR MEETING

KERRVILLE, TEXAS  
MARCH 10, 2020

On March 10, 2020, 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 Councilmember Kim Clarkson, followed by the Pledge of Allegiance led by Councilmember Clarkson.

**COUNCILMEMBERS PRESENT:**

Bill Blackburn	Mayor
Judy Eychner	Mayor Pro Tem
Kim Clarkson	Councilmember
Gary Cohrane	Councilmember
Delayne Sigerman	Councilmember

**COUNCILMEMBER ABSENT:** None

**CITY EXECUTIVE STAFF PRESENT:**

Mark McDaniel	City Manager
E.A. Hoppe	Deputy City Manager
Mike Hayes	City Attorney
Shelley McElhannon	City Secretary
Stuart Cunyus	Public Information Officer
Amy Dozier	Chief Financial Officer
David Knight	Chief of Police
Kim Meismer	Executive Director of General Operations
Drew Paxton	Chief Planning Officer
Dannie Smith	Fire Chief

**VISITORS PRESENT:** On file in City Secretary's Office for required retention period.

**1. ANNOUNCEMENTS OF COMMUNITY INTEREST:**

Items of Interest to the Community were presented by Stuart Cunyus and Councilmember Judy Eychner.

**2. PRESENTATIONS:**

2A. Mayor Blackburn presented a proclamation to Brenda Thompson, Director with the Dietert Center, proclaiming March 2020 as the 18<sup>th</sup> Annual March for Meals Month in Kerrville, Texas.

**3. VISITORS FORUM:**

The following persons spoke:

- Daniel Abell
- Jim Sandy
- Bruce Stracke

**4. CONSENT AGENDA:**

Councilmember Clarkson requested to pull item 4A from the Consent Agenda. Councilmember Gary Cochrane moved to approve items 4B and 4C as presented. Councilmember Eychner seconded, and the motion passed 5-0.

4B. Minutes for the City Council workshop held February 25, 2020.

4C. Minutes for the City Council regular meeting held February 25, 2020.

**END OF CONSENT AGENDA**

4A. Resolution No. 05-2020. A Resolution authorizing the submission of a grant application to the Office of the Governor, Criminal Justice Division by the City of Kerrville ofr the purchase of a tactical micro robot / recon throwbot system with command monitoring station.

Chief David Knight provided information and responded to questions.

Councilmember Eychner made a motion to approve Resolution No. 05-2020 authorizing the grant application to the Office of the Governor of Texas, and Councilmember Clarkson seconded. The motion passed 5-0.

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

5A. Ordinance No. 2020-07. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas which adopted zoning regulations, use districts, and a zoning map in accordance with the City's Comprehensive Plan, such Chapter more commonly known as the City's Zoning Code; by changing the zoning and classification of a property located northwest of and adjacent to Spur 100, more commonly known as 199 Spur 100, and comprising approximately 15.51 acres; from a Medium Density Residential Zoning District (R-2) to a Residential Mix Zoning District (RM); providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matter relating to the subject.

The Ordinance caption was read into record by Shelley McElhannon.

Drew Paxton presented information, and property owner Brian McCarty responded to questions.

Mayor Blackburn opened the public hearing at 6:34 p.m.

- No citizen(s) spoke.

Mayor Blackburn closed the public hearing at 6:40 p.m.

Councilmember Cochrane moved to approve Ordinance No. 2020-07 first reading as presented, and Councilmember Clarkson seconded. The motion passed 5-0.

**6. ITEMS FOR FUTURE AGENDAS:**

- Present the official Homeless Count report at the March 24, 2020 Council meeting (Councilmember Delayne Sigerman)
- Recognize local elementary Robotics Teams (Councilmember Clarkson)

**7. EXECUTIVE SESSION:**

None.

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

None.

**ADJOURNMENT**

The meeting was adjourned at 6:44 p.m.

APPROVED:

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Bill Blackburn, Mayor

ATTEST:

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Shelley McElhannon, City Secretary

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



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

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**SUBJECT:** Minutes from the City Council workshop held March 17, 2020.

**AGENDA DATE OF:** March 24, 2020      **DATE SUBMITTED:** Feb 19, 2020

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20200324\\_Minutes\\_Workshop 10am on 3-17-20.pdf](#)

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

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

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

**SUMMARY STATEMENT:**

Minutes from the City Council workshop held March 17, 2020 at 10:00 a.m.

**RECOMMENDED ACTION:**

Approve minutes as presented.

CITY COUNCIL MINUTES  
WORKSHOP, COUNCIL CHAMBERS

KERRVILLE, TEXAS  
MARCH 17, 2020 10:00 AM

**CALL TO ORDER:** On March 17, 2020, at 10:00 a.m., the Kerrville City Council Workshop was called to order by Mayor Bill Blackburn in City Hall Council Chambers, 701 Main Street.

**COUNCILMEMBERS PRESENT:**

Bill Blackburn	Mayor
Gary Cochrane	Councilmember Place 1
Kim Clarkson	Councilmember Place 2
Judy Eychner	Councilmember Place 3
Delayne Sigerman	Councilmember Place 4

**COUNCILMEMBER ABSENT:** None

**CITY STAFF PRESENT:**

Mark McDaniel	City Manager
E.A. Hoppe	Deputy City Manager
Mike Hayes	City Attorney
Shelley McElhannon	City Secretary
Dannie Smith	Fire Chief

**VISITORS PRESENT:**

Greg Nichols, with H.E.B.  
On file in City Secretary's Office for required retention period.

Mayor Blackburn announced that agenda item 3.B. Active Shooter Training (551.076, 551.089) will be postponed until a future meeting.

**1. PUBLIC COMMENT**

No citizen(s) provided public comment.

**2. INFORMATION AND DISCUSSION**

2.A. Briefing and possible action regarding preparedness and response to COVID-19 (Coronavirus).

Mark McDaniel, Chief Dannie Smith, and Greg Nichols with H.E.B. presented information, and responded to questions.

**3. EXECUTIVE SESSION**

*City Council may adjourn into executive (closed) session at any time to discuss any matter listed above including if they meet the qualifications in Chapter 551 of the Texas Government Code. Council will discuss the following matters in executive session: 551.072 (deliberation regarding real property), 551.076 (deliberation regarding security personnel or devices), 551.087 (business prospect/economic development), and 551.089 (deliberation regarding security devices):*

Councilmember Gary Cochrane made a motion the City Council adjourn into closed executive session under 551.072 (deliberation regarding real property) and 551.087 (business prospect/economic development), and Councilmember Judy Eychner seconded. The motion passed 5-0.

At 10:44 a.m., City Council convened into closed executive session.

**RECESS:** Mayor Blackburn recessed the workshop at 10:44 a.m.

**RECONVENE:** The workshop (in closed executive session) was reconvened by Mayor Blackburn in the upstairs large conference room at 10:48 a.m.

3.A. Sky Master business development project (551.072, 551.087)

3.B. Active Shooter Training (551.076, 551.089)

This item was not discussed.

The closed executive session recessed, Council returned to open session at 11:22 a.m.

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

No action was taken in executive session.

**ADJOURN**

The meeting was adjourned at 11:22 a.m.

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

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

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Bill Blackburn, Mayor

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Shelley McElhannon, City Secretary



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

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**SUBJECT:** Ordinance No. 2020-07. Second Reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas which adopted zoning regulations, use districts, and a zoning map in accordance with the City's Comprehensive Plan, such Chapter more commonly known as the City's Zoning Code; by changing the zoning and classification of a property located northwest of and adjacent to Spur 100, more commonly known as 199 Spur 100, and comprising approximately 15.51 acres; from a Medium Density Residential Zoning District (R-2) to a Residential Mix Zoning District (RM); providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matter relating to the subject.

**AGENDA DATE OF:** March 24, 2020      **DATE SUBMITTED:** Mar 05, 2020

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20200324\\_Ordinance\\_2020-07 Zoning Change 199 Spur 100 second reading.pdf](#)

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

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

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

**SUMMARY STATEMENT:**

A request to change the zoning from R-2 Medium Density Residential District to RM Residential Mix District on approximately 15.51 acres, 1 acre out of Survey No. 110, Thomas N. Minter, Certificate No. 38, Abstract No. 248 and 14.51 acres out of Survey No. 111, Samuel Wallace, Certificate No. 1399, Abstract No. 359; and generally located at 199 Spur 100.

Consistency with the Kerrville 2050 Comprehensive Plan: The property is designated as Agriculture and Outdoor Tourism (AOT) and the surrounding area is designated as Community Commercial (CC) and Public and Open Space (PO). While the Future Land Use Plan place types are not specific to zoning, they relate to the types of land uses permitted by certain zoning districts. The Agriculture and Outdoor Tourism place type does not specifically align with the current R-2 (Medium Density Residential) zoning, however both include single family detached homes as a primary use. Similarly, the Residential Mix zoning allows for single family detached homes, in several variations. In general, both the R-2 and the RM can be considered as consistent with the comprehensive plan in this location.

Adjacent Zoning and Land Uses

Subject Property

Current Zoning: R-2

Existing Land Uses: vacant land

Direction: North

Current Zoning: PI

Existing Land Uses: VA Hospital

Direction: East

Current Zoning: PI

Existing Land Uses: Kerrville National Cemetery

Direction: South & West

Current Zoning: PI

Existing Land Uses: Kerr County Road & Bridge

Thoroughfare Plan: The property has direct access to an arterial and should have limited impact on the overall thoroughfare plan.

Traffic Impact: To be determined

Parking: To be determined

On February 6th, the Planning and Zoning Commission recommended approval for the zone change with a unanimous vote.

Five letters were sent out, and no letter received. No opposition received or noted.

City Council approved Ordinance No. 2020-07 on first reading, March 10, 2020.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2020-07 as presented.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2020-07**

**AN ORDINANCE AMENDING CHAPTER 60 OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS, WHICH ADOPTED ZONING REGULATIONS, USE DISTRICTS, AND A ZONING MAP IN ACCORDANCE WITH THE CITY'S COMPREHENSIVE PLAN, SUCH CHAPTER MORE COMMONLY KNOWN AS THE CITY'S ZONING CODE; BY CHANGING THE ZONING AND CLASSIFICATION OF A PROPERTY LOCATED NORTHWEST OF AND ADJACENT TO SPUR 100, MORE COMMONLY KNOWN AS 199 SPUR 100, AND COMPRISING APPROXIMATELY 15.51 ACRES; FROM A MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT (R-2) TO A RESIDENTIAL MIX ZONING DISTRICT (RM); PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; 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 held before the City Council on March 10, 2020, 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 a property generally located northwest of and adjacent to Spur 100; such change to result in the removal of the property from a Medium Density Residential Zoning District (R-2) to placement within a Residential Mix Zoning District (RM); and

**WHEREAS**, on March 10, 2020, City Council held a public hearing on the zoning change referenced above pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

**SECTION ONE.** The Zoning Code for the City of Kerrville, Texas, as enacted by City Council and effective October 1, 2019 and included within Chapter 60 of the Code of Ordinances of the City of Kerrville, Texas, and the *Official Zoning Map* be and the same are hereby amended to designate the following described property zoned as a Residential Mix Zoning District (RM):

**Legal Description:** Being all that certain tract or parcel of land, lying and being situated within the City of Kerrville, Kerr County, Texas, and comprising 15.51 acres, more or less, of which 1.00 acre, more or less, is out of Survey No. 110, Thomas N. Minter, Certificate No. 38, Abstract No. 248, and the balance of 14.51 acres is out of Survey No. 111, Samuel Wallace, Certificate No. 1399, Abstract No. 359; said tract being more particularly described and depicted at Exhibit A, attached hereto and made a part hereof for all purposes, and hereafter referred to as the "Property."

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

**SECTION THREE.** The City Manager or designee is authorized and directed to amend the City's Comprehensive Plan (*Kerrville 2050*), together with its *Future Land Use Map*, as necessary to make it consistent with the amendment(s) to the Zoning Code authorized by this Ordinance.

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

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

PASSED AND APPROVED ON FIRST READING, this the 10 day of  
March, A.D., 2020.

PASSED AND APPROVED ON SECOND AND FINAL READING, this  
the \_\_\_\_\_ of \_\_\_\_\_, A.D., 2020.

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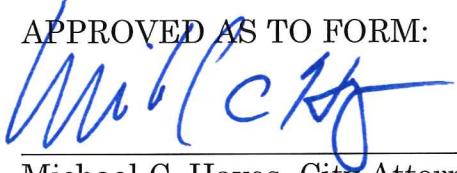
Bill Blackburn, Mayor

ATTEST:

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Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



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Michael C. Hayes, City Attorney

199 SPUR 100 - MCCARTY

**Exhibit "A"**

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 15.51 acres of land, more or less, of which 1.00 acre, more or less, is out of Survey No. 110, Thomas N. Minter, Certificate No. 38, Abstract No. 248 and the balance of 14.51 acres is out of Survey No. 111, Samuel Wallace, Certificate No. 1399, Abstract No. 359, being bounded on the Southwest by the Southern Pacific Railroad right-of-way, on the Northwest by a chain link fence, on the extreme Northeast by barb-wire fence at the top of a sloping bank, and on the Southeast by State Highway Spur No. 100, the Brown Cemetery and the United States Government Cemetery, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an iron fence post and iron stake for the North corner of the U.S. Government Cemetery, for the East corner of this tract, this corner being five (5) feet Northeast from a 30 inch diameter live oak tree marked "X", and this corner being located 142 feet N. 45 deg. W. and 4666.8 feet S. 45 deg. W. from the North corner of the original Survey No. 110, Thomas N. Minter;

THENCE with barb-wire fence line N. 55 deg. 45' W. 162.5 feet to an iron stake set adjacent to an iron corner post in a chain link fence, but not touching said post or fence;

THENCE parallel to and immediately adjacent to, but not touching a high chain link fence, S. 68 deg. 35' W. 1576.5 feet to an iron stake set adjacent to an iron post in said fence, but not touching said post or fence, for the West corner of this tract, this point being the Northeast right-of-way line of 100-foot right-of-way of the Southern Pacific Railroad Company;

THENCE along the Northeast line of said S.P. Railroad right-of-way S. 63 deg. 35' E. 1150 feet to a corner fence post set in the Northwest line of State Highway Spur 100, an iron stake at its base, for the South corner of this tract;

THENCE with existing fence line, the Northwest line of said Spur No. 100, N. 34 deg. E. 359 feet to a corner fence post, an iron stake;

THENCE N. 57 deg. W. 28 feet to a fence corner post, and an iron stake, for a corner of the Brown Cemetery;

THENCE with cemetery fence line West 83.3 feet to a fence corner post and iron stake, which corner is in or near the common line between original Surveys Nos. 110 and 111;

THENCE with cemetery fence line N. 21 deg. 30' W. 149.8 feet to a corner fence post and iron stake;

THENCE with cemetery fence N. 44 deg. 30' E. at 368.5 feet passing a fence post and iron stake marking the North corner of the present Brown Cemetery and being the West corner of the United States Government Cemetery, and a total distance of 773.8 feet to the PLACE OF BEGINNING, and containing in all 15.51 acres of land, more or less.



## Location Map

Case # 2019-090

**Location:**  
**199 Spur 100**

### Legend

## **200' Notification Area Subject Properties**



0 200 400 800

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.



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

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**SUBJECT:** Economic Development Grant Agreement between the Doyle School Community Center, Inc. and the City of Kerrville, Texas Economic Improvement Corporation.

**AGENDA DATE OF:** March 24, 2020      **DATE SUBMITTED:** Mar 18, 2020

**SUBMITTED BY:** Sherry Mosier

**EXHIBITS:** [20200324\\_EIC Agreement\\_Doyle School Community Center.pdf](#)  
[20200324\\_EIC Funding Request - Doyle.pdf](#)

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<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$500,000.00	N/A	N/A	N/A

**PAYMENT TO BE MADE TO:** Doyle School Community Center, Inc.

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	E - Economic Development
<b>Guiding Principle</b>	E1. Support a more holistic approach to economic development, housing and quality of life for people of all economic strata
<b>Action Item</b>	E1.3 - Develop a meaningful way of assessing and analyzing the use of available resources and their impact on achieving identifiable goals and priorities

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**SUMMARY STATEMENT:**

The Doyle School Community Center, Inc. has developed a plan to renovate this facility located at the intersection of Paschal Avenue and Barnett Street. This renovation strategy will create a more secure, efficient, and functional building in which to provide services, particularly those contemplated via the recent national grant for deploying the BuildHealth program.

The Doyle School Community Center, Inc. and its newly contemplated programming raises the level of healthcare in the neighborhood, provides a means to get people in the community to services that have traditionally only existed outside the neighborhood, gives access to food provisions for healthy eating, and provides educational programs that fill in

educational gaps to enhance employment skills. These enhancements not only meet the criteria of quality of life, but also increases the skills and assets of the local workforce that will support the development of new or expanded business enterprises.

Many citizens of the Doyle Community and the surrounding area lack some basic necessities such as transportation, food, adequate housing, and access to healthcare and educational supports.

Doyle programs include, but are not limited to:

- After-school and summer kids club
- Community gatherings such as Blue Santa, Back to School Bash, Back the Blue, National Night Out, etc.
- Senior luncheons
- Adult educational programs such as GED Tutoring, assistance in accessing higher education opportunities, personal budgeting and financial matters (ex. Money Matters)
- Evening family programs such as Schreiner University students presenting bi-lingual story time

Plans include infrastructure remedies and a kitchen renovation as more fully outlined below:

Scope of Work = Renovations for Doyle School Community Center

Phase One = \$338,456

- New ceiling and insulation
- New water lines
- New HVAC complete
- Wet-pipe fire sprinkler system
- New electrical service above ceiling
- New Kitchen and dining area

Phase Two = \$497,530

- Selective interior demolition
- New Main Entrance
- Remodel Restrooms
- New wiring, lighting, electrical throughout

- New flooring finishes and paint
- New grease trap

Funding for architecture services and portable buildings will also be needed for the duration of the renovation. As such, Doyle School Community Center, Inc. increased their original EIC request from \$400,000 at the February EIC meeting to \$500,000 at the March meeting to cover these additional costs. The EIC at its March meeting voted unanimously to recommend approval of the requested \$500,000 and enter into an Economic Development Grant Agreement.

Additional Grant Funds Secured and Pending are as follows:

- \$250,000 BUILD Health Initiative Grant (funding over 2-1/2 years to promote transportation, health services, and food provisions) will fund The Hope for Health Project. Seven collaborative partners include New Hope Counseling, Peterson Regional Medical Center (PRMC), Texas Department of Health Services Public Health Region 8, Light on the HILL at Mount Wesley, the City of Kerrville, and Community Foundation of the Texas Hill Country
- \$200,000 Grant from Perry and Ruby Stevens Charitable Foundation
- \$200,000 Grant from Hal and Charlie Peterson Foundation
- Donated Time and Expertise from Peter Lewis of Peter W. Lewis Architect + Associates and Carson Conklin of JMLowe builders

Other collaborative partners include Schreiner University, Mustard Seed Ministries, Glory Community Garden, First United Methodist Church, St. Peter's Methodist Church, Raphael Community Free Clinic funded by Methodist Healthcare Ministries of South Texas, KerrKonnect, KStar, KPUB Fiber, etc. have ensured continuous service.

Programming Enhancements as a Result of Proposed Renovations:

#### EDUCATION

- Support for elementary children to ensure school success
- Fill in gaps for those working toward jobs (job readiness, GED, ESL)
- Purposeful programs for teens to gain thriving behaviors

#### HEALTH

- Navigation to medical homes
- Screening and education regarding chronic illness and conditions
- Wellness programs to promote good health

## SENIOR SERVICES

- Food Bank and Farmers Market specifically for seniors
- Transportation
- Community events to create social interactions

## FOOD EQUALITY

- Nutritional food procurement and cooking
- Food bank programs for families
- Summer free lunch program for children

## JOBS RETAINED/CREATED AS A RESULT OF PROPOSED RENOVATIONS AND PROGRAMMING:

- Part-Time Facility Manager
- Two Part-Time Kids Club Coordinators
- Part-Time Custodian
- Project Manager
- Health Navigator
- Therapist
- Community Health Worker
- Driver
- Outreach Coordinator

## ECONOMIC DEVELOPMENT AGREEMENT SUMMARY

### Applicant will:

- Provide quarterly reports to EIC on work progress for each phase, inclusive of a timeline for completion of improvements, to justify payment (i.e. Performance for Payment).
- Recognize that this funding request is to assist with improvements identified in Phases One and Two only (interior facility improvements) and that other funding will be sought to secure full funding for Phases One and Two.

### City will:

- Provide \$500,000 in total EIC funding on a reimbursement basis.

### **RECOMMENDED ACTION:**

Authorize City Manager to finalize and execute the Economic Development Grant Agreement.

**ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN  
THE DOYLE SCHOOL COMMUNITY CENTER, INC. AND THE  
CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT  
CORPORATION**

This Economic Development Grant Agreement (“Agreement”) is entered into as of the Effective Date by and between **THE DOYLE SCHOOL COMMUNITY CENTER, INC.**, a Texas nonprofit corporation (“Doyle”), acting herein by and through its duly authorized Executive Director; and the **CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION** (“EIC”), a Type B Economic Development Corporation established pursuant to Chapters 501, 502, and 505 of the Texas Local Government Code, as amended (i.e., the Development Corporation Act and hereafter referred to as “the Act”), acting by and through its duly authorized President. Doyle and EIC are sometimes collectively referred to herein as “Parties” and individually as “Party”.

**WITNESSETH:**

**WHEREAS**, pursuant to the Act, EIC is authorized to provide funding relating to the development and provision of projects which EIC finds to be encompassed within the definition of “Projects”, as that word is defined by Chapters 501 and 505 of the Act; and

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

*Expenditures for job training required or suitable for the promotion of development and expansion of business enterprises and other enterprises described by state law, as provided by Section 501.102 of the Act; and land, buildings, equipment, facilities, improvements, and expenditures found by the EIC to be required or suitable for use for a career center, as provided by Section 501.105 of the Act; and*

**WHEREAS**, Doyle owns and operates a Community Center, as defined below, that was previously built and used as a school to serve African American children who lived nearby; and

**WHEREAS**, Doyle’s stated mission is to provide education, hope, and community to the Doyle neighborhood located within Kerrville, by providing a focus and location for the delivery of educational activities, community organizations, and services to children, adults, and senior citizens of Kerrville; and

**WHEREAS**, Doyle’s *Strategic Plan* (the “Plan”), which is still a draft developed by Doyle’s board, provides that the Doyle neighborhood service area is home to many citizens who work hard to provide a healthy lifestyle, education, and food for their

families; however, barriers exist such as unreliable transportation, incomplete education and training, and absence of a medical home that provides consistent wellness services and medical help for chronic illnesses, and seasonal or temporary illness; these barriers lead to hopelessness and joblessness that continues the cycle of multigenerational poverty; and

**WHEREAS**, Doyle, as a means of addressing issues within its neighborhood and service area, has actively sought both financial support from foundations as well as entering into partnerships with other entities such as Schreiner University and the City of Kerrville; and

**WHEREAS**, Doyle was recently awarded a grant as part of a Health Collaborative in Kerrville as a means of bringing services to the Doyle neighborhood to help solve food scarcity, transportation inequities, and health care inequities that exist in this neighborhood; and

**WHEREAS**, Doyle, as part of identified tasks within its Plan, seeks to continue developing and offering various programs geared toward providing individuals with training for vocations; and

**WHEREAS**, Doyle and its programming raises the level of healthcare, provides a means of getting people to services that exist outside the neighborhood, gives access to food provisions for healthy eating, and provides educational programs that fill in gaps to make for better and more productive employees, which not only meets the criteria of quality of life but also raises up the skills and assets of the local workforce that can support the development of new or expanded business enterprises; and

**WHEREAS**, as part of its vocational training, Doyle has developed plans to design, renovate, and then staff a career center within its facility; and

**WHEREAS**, EIC, after finding that providing a grant to fund the development of a career center functioning as part of the Community Center, such renovations to include new water lines, HVAC system, and safety systems, is required or suitable for use for a career center to be used for job training required or suitable for the development and expansion of business and other enterprises, has determined that such a grant complies with the Act and is in keeping with the mission of EIC and *City of Kerrville Economic Improvement Corporation 4B Sales Tax Funding Request Guidelines and Procedures*; and

**WHEREAS**, EIC finds that it will be in the public interest to enter into this Agreement with Doyle to provide a grant of 4B Revenues, as defined below, to Doyle for a portion of its costs necessary for the construction of the Project; and

**WHEREAS**, on March 16, 2020, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, EIC held a public hearing pursuant

to Section 505.159 of the Act related to the proposed expenditure of 4B Revenues for the purposes provided above;

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

## **Article I** **Definitions**

For purposes of this Agreement, each of the following terms has the meaning set forth herein unless the context clearly indicates otherwise:

“*4B Sales Tax*” means the one-half of one percent (0.5%) sales and use tax imposed pursuant to the Act and collected by City for the benefit of EIC.

“*Affiliate*” means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with such Person.

“*Bankruptcy or Insolvency*” means the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“*Commencement of Project*” means that plans have been prepared and all approvals thereof required by applicable governmental authorities, including permits, have been obtained for the construction of the Project.

“*Community Center*” the property and buildings owned and operated by Doyle and located at 110 W. Barnett Street, Kerrville, Texas 78028.

“*Completion of Project*” means the date that the certificate of occupancy for all buildings and other improvements comprising the Project have been issued by City and that Doyle is able to occupy the entirety of the Community Center and use the Project for its intended purposes.

“*Control*,” or any derivation thereof, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of securities, by contract or otherwise.

“*Force Majeure*” means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the

Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns, or work stoppages.

“*Grant*” means the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) paid by EIC to Doyle in installments as provided in this Agreement.

“*Person*” means an individual, corporation, partnership, trust, estate, unincorporated organization, association, or other entity.

“*Project*” means the specific scope of work provided to the EIC by Doyle for Phases I and II applicable to the Community Center, which is attached as **Exhibit A**.

## **Article II** **Term**

2.1. Effective Date and Termination. The term of this Agreement (the “Term”) commences on May 1, 2020 (the “Effective Date”), and terminates on the earlier of:

- (a) December 31, 2030;
- (b) when terminated by mutual agreement of the Parties;
- (c) if Commencement of Project does not occur by the date set forth in Section 4.5 and, EIC elects to terminate this Agreement by providing notice to Doyle before Commencement of Project actually occurs;
- (d) if Completion of Project does not occur by the date set forth in Section 4.5 and, EIC elects to terminate this Agreement by providing notice to Doyle before Completion of Project actually occurs;
- (e) when terminated pursuant to Articles VIII or IX; or
- (f) at Doyle’s sole and absolute discretion, upon Doyle’s return of the Grant, or the portion of the Grant it has received, to EIC.

2.2 Rights upon Termination. Upon termination of this Agreement, all rights, duties, and obligations of any kind under this Agreement will automatically expire and terminate and be of no other force and effect except to the extent such obligations expressly survive the termination of this Agreement.

## **Article III** **4B Revenue Grant**

**3.1 Payment of Grant.** Subject to the continued satisfaction of all the terms and conditions of this Agreement by Doyle, EIC agrees to provide Doyle with an amount up to and not to exceed the Grant. EIC shall administer the Grant to Doyle on a reimbursable basis. Prior to its initial payment request, Doyle must provide EIC with (i) evidence that the Doyle board has adopted the Plan in substance largely similar to the Plan attached as **Exhibit B**; (ii) appropriate evidence, in the EIC's sole opinion, that Doyle possesses or controls enough funds, which, when combined with the Grant, is enough to pay for the Project along with an appropriate amount of additional funding, not less than 10% of the overall cost of the Project, to cover any contingencies; (iii) appropriate evidence of the date of Commencement of Work. In addition and prior to any subsequent request for payment, Doyle shall submit written evidence of costs, such as invoices, receipts, and bills of sale for review and approval by EIC, such approval to be at EIC's sole discretion. Following each submission and verification thereof, which may include on-site inspections to confirm the construction, installation, and the progress of the Project, EIC shall then reimburse Doyle for the cost.

**3.2 Grant Limitations.** Under no circumstances shall the obligations of EIC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

**3.3 Current Revenue.** EIC will pay the Grant solely from lawfully available funds that have been appropriated by EIC.

**3.4 Grant Limited to "Costs".** Payments made by EIC to Doyle from 4B Sales Taxes will be limited to the payments of "costs" as defined by the Act and as specified above for the Project.

## **Article IV** **Conditions to the Economic Development Grant**

**4.1 Generally.** The obligation of EIC to provide the Grant and the right of Doyle to retain the Grant without an obligation to repay all or any portion of the Grant to EIC shall be conditioned upon continued compliance with, and satisfaction of, each of the terms and conditions of this Agreement by Doyle and specifically, each of the conditions set forth in this Article IV.

**4.2 Good Standing.** Doyle shall not have incurred a breach or default of this Agreement beyond any applicable notice and cure period.

**4.3 Regulations Applicable to Project.** Doyle shall comply with all applicable regulations of the City, to include its building codes, in its development and construction of the Project.

4.4 Required Use. Commencing on the Completion of Project, and continuing thereafter until December 31, 2030, Doyle shall not use the Community Center for any purpose other than those generally provided for within its *Strategic Plan*. Doyle's use and the operation and occupancy of the Community Center shall not cease for more than six (6) months, except in connection with and to the extent of an event of Force Majeure.

4.5 Commencement and Completion of Project. Subject to events of Force Majeure, Commencement of Project shall commence not later than April 15, 2021. Subject to events of Force Majeure, Completion of Project shall occur not later than April 15, 2022. If Commencement of Project or Completion of Project does not occur prior to the foregoing dates, EIC may terminate its obligation to make any additional payments of the Grant and to seek any additional remedies available under this Agreement or law.

4.6 Records. Doyle shall keep and maintain complete and accurate records relating to its costs of designing and constructing the Project for three (3) years following the termination of this Agreement. EIC and its representatives shall be entitled to inspect Doyle's records related to the Project during the term of this Agreement and for three (3) years thereafter, upon reasonable notice at Doyle's offices at the address identified in Section 10.4, below.

4.7 Reports to EIC. Following the initial payment from EIC to Doyle, Doyle shall make written quarterly reports to EIC on or before the last day of the calendar quarter for the term of this Agreement. Said reports, at a minimum, shall include information on the status of the Project, the estimated completion date of the Project, and an update on the Doyle's provision of job training and other programs.

## **Article V** **Sale of Project, Merger or Consolidation of Doyle**

5.1 Sale of Doyle Assets. A sale of all or any of the assets of Doyle shall not release Doyle from its duties and responsibilities to EIC under the terms of this Agreement and shall not result in the assignment of this Agreement by such acquiring entity without prior written consent from EIC, which will not be unreasonably withheld; provided, that Doyle's proposed successor shall have the financial condition to fully satisfy Doyle's duties and responsibilities hereunder and agrees to assume Doyle's responsibilities under this Agreement. EIC may, in its sole discretion, reasonably determine whether such proposed successor's financial condition is satisfactory.

5.2 Merger. In the event of any proposed merger or other consolidation of Doyle with any third party not affiliated with Doyle, not later than thirty (30) days prior to any such merger or consolidation, Doyle shall provide EIC with information and assurance reasonably acceptable to EIC regarding: (i) the surviving entity's assumption and satisfaction of the Doyle's obligations hereunder; and (ii) the

financial condition of the surviving entity upon such merger or other consolidation to demonstrate that the surviving entity shall have the financial condition to fully satisfy Doyle's duties and responsibilities under this Agreement.

5.3 EIC Rights. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that EIC shall have no rights to approve or disapprove any sale or merger transaction of any kind involving Doyle. In the event of any sale or merger involving Doyle or its affiliates, the surviving entity shall assume Doyle's obligations and rights hereunder and be entitled to any and all benefits to be received pursuant to this Agreement.

## **Article VI** **Doyle's Representations and Warranties**

Doyle represents and warrants as of the date hereof:

- (a) Doyle is a Texas nonprofit corporation existing in good standing and authorized to do business in the State of Texas;
- (b) Execution of this Agreement has been duly authorized by Doyle's governing body and this Agreement is not in contravention of Doyle's corporate charter, or any agreement or instrument to which Doyle is a party or by which it may be bound as of the date hereof;
- (c) No litigation or governmental proceeding is pending, or, to the knowledge of Doyle, threatened against or affecting Doyle, which may result in a material adverse change in Doyle's business, properties, or operations sufficient to jeopardize Doyle's legal existence or for-profit viability;
- (d) No written application, written statement, or correspondence submitted by Doyle to EIC in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of Doyle, 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; and
- (e) Except as expressly set forth in this Article VI, Doyle makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

## **Article VII** **EIC'S Representations and Warranties**

EIC represents and warrants as of the date hereof:

- (a) EIC, to the best of the knowledge of its Board of Directors, is legally authorized to enter into this Agreement by virtue of the statute under which it is

governed and by the authorities and powers vested in it as a corporation duly and properly organized under the Act;

- (b) Execution of this Agreement has been duly authorized by EIC;
- (c) No litigation or governmental proceeding is pending, or, to the knowledge of any of EIC's officers, threatened against or affecting EIC, which may result in EIC's inability to meet its obligations under this Agreement;
- (d) EIC has no reasonable basis for believing that it has or will have incurred debts beyond its ability to pay as such debts mature, including but not limited to the obligations set forth in this Agreement; and
- (e) Except as expressly set forth in this Article VII, EIC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

### **Article VIII** **Conditions under which EIC May Suspend Performance** **of Its Obligations Under This Agreement**

EIC may, at its sole option and after thirty (30) days written notice to Doyle, suspend EIC's performance under this Agreement until Doyle has cured the condition(s) and so notified EIC in writing that the condition(s) have been cured:

- (a) Doyle becomes insolvent;
- (b) The appointment of a receiver of Doyle, 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 Doyle as bankrupt; or
- (d) The filing by Doyle of a petition to be adjudged as bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

Should any of the foregoing conditions not be cured by Doyle within ninety (90) days after the onset of the condition, Doyle will be considered to have breached this Agreement and EIC may, at its option, with written notice to Doyle, terminate this Agreement and Doyle shall be obligated to refund the Grant, or the portion of the Grant it has received to date, to EIC.

## Article IX Remedies

9.1 Notice and Opportunity to Cure. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any Party, or any successor to such Party, such defaulting or breaching Party (or successor) shall upon written notice from the other, proceed immediately to cure or remedy such default or breach; and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, seeking specific performance and/or injunctive relief, enforcement by mandamus or by the appointment of a receiver in equity with power to charge and collect rents, purchase price payments, and loan payments and to apply the revenues from the project in accordance with this Agreement, as required by the Act. This provision and specifically the notice and time to cure shall not apply to the obligations of Doyle found within Article IV.

9.2 Termination. Upon breach of this Agreement by either Party and the failure to cure as permitted by Section 9.1, the non-breaching Party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies which may be provided by law and this Agreement. Each Party acknowledges and agrees that no Party hereunder shall be entitled to recover any amounts in excess of the Grant contracted for under this Agreement.

9.3 Delay Not Waiver. Any delay by a Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not, so long as the breach or default by the other Party shall be continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way; nor shall any waiver in fact be made by a Party with respect to any specific default by the other Party except to the extent specifically waived in writing.

## Article X General Provisions

10.1 Severability. The provisions of this Agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

10.2 Amendment. This Agreement may be amended only by written amendment signed by both Parties.

10.3 Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Kerrville, Kerr County, Texas. Venue shall lie in a state court of competent jurisdiction in Kerr County, Texas; and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws rules thereof.

10.4 Notices. All notices given with respect to this Agreement shall be in writing and shall be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice; (ii) if personally delivered, on the actual date of delivery; (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 Doyle

Kay Tally-Foos, Executive Director  
Doyle School Community Center, Inc.  
110 W. Barnett Street  
Kerrville, Texas 78028

For EIC

*President*

City of Kerrville, Texas, Economic Improvement Corporation  
701 Main Street  
Kerrville, Texas 78028  
Facsimile: (830) 792-3850

10.5 Approval. Where review and approval of the EIC is contemplated by this Agreement, such review and approval may be conducted and provided by City staff pursuant to the City of Kerrville's administrative services agreement with the EIC.

10.6 Assignment. This Agreement is binding upon the Parties and their successors and assigns. Except as set forth in Article V, this Agreement may not be assigned by either Party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a Party consents to any valid assignment of this Agreement by the other Party, the assigning Party shall be relieved of any and all obligations and liabilities on the part of such assigning Party under this Agreement. Doyle may, without written consent of EIC, assign this Agreement to any entity controlled and 100% owned by Doyle or by the parent,

subsidiary, or affiliate of Doyle provided the entity assumes all of Doyle's obligations and liabilities under this Agreement; agrees to comply with all provisions of this Agreement; has the legal, managerial, technical, and financial ability to properly perform and discharge such obligations and liabilities; such abilities are each at least as great as those of Doyle; and Doyle provides a written guarantee of such assignee's performance in a form reasonably acceptable to EIC. EIC shall be advised in writing of such assignment and of the entity's qualifications at least sixty (60) days before such assignment occurs.

**10.7 Parties in Interest.** Nothing in this Agreement shall entitle any party other than Doyle or EIC to any claim, cause of action, remedy, or right of any kind except as expressly provided in Article IX.

**10.8 Interpretation.** Each Party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the Parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.

**10.9 No Joint Venture.** Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties.

**10.10 Survival of Terms.** All rights, duties, liabilities, and obligations accrued prior to termination shall survive termination.

**10.11 Entire Agreement.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof.

**10.12 Recitals.** The recitals to this Agreement are incorporated herein.

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

**10.14 Employment of Undocumented Workers.** During the term of this Agreement, Doyle agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Doyle shall repay the Grants and any other funds received by Doyle from EIC as of the date of such violation within one hundred twenty (120) days after the date Doyle is notified by EIC of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Doyle is not liable for a violation of this section in relation to any workers employed by a subsidiary, Affiliate, contractor, subcontractor, or franchisee of Doyle or any other Person other than Doyle.

**SIGNED AND AGREED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

DOYLE SCHOOL COMMUNITY CENTER, INC.

BY: \_\_\_\_\_  
Kay Tally-Foos, Executive Director

CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

BY: \_\_\_\_\_  
Kenneth Early, President

ATTEST:

BY: \_\_\_\_\_  
Kayla McInturff, Recording Secretary

APPROVED AS TO FORM:

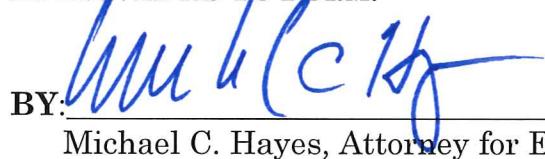
BY:   
Michael C. Hayes, Attorney for EIC

Exhibit A

## PROPOSED RENOVATIONS FOR DOYLE SCHOOL COMMUNITY CENTER

### PHASE ONE:

- New ceiling and insulation
- New water lines
- New HVAC complete
- Wet-pipe fire sprinkler system
- New electrical service above ceiling
- New kitchen and dining area

**\$338,456**

### PHASE TWO:

- Selective interior demolition
- New Main Entrance
- Remodel Restrooms
- New wiring, lighting, electrical throughout
- New flooring finishes and paint
- New grease trap

**\$497,530**



## ADDITIONAL FUNDING NEEDED

- Temporary Buildings in order to close building for renovations and continue programs.
- Architecture and Engineering Services

Estimated cost: \$60,000

Estimated cost: \$80,000



## SUPPLEMENTAL INFORMATION

**The mission** of the Doyle School Community Center is to provide a focus and location for the delivery of educational activities, community organizations, and services to children, adults, and senior citizens of Kerrville. the focus is on the neighborhood surrounding the Center, (east to Hayes Street, north to Holdsworth, south to Schreiner Street, and West to Town Creek Road. See map attachment), others in Kerrville who ask for services are welcome.

**The purpose** of this funding request is for support of renovations of the Center, which will create a more secure, efficient and practical building in which to provide services. Over the past decade, Peter Lewis, local architect, and Carson Conklin of JMLowe builders, have donated time and expertise to help the volunteers at Doyle create a solid plan to renovate the facility. To begin, plans include infrastructure remedies and a kitchen renovation. The "above ceiling" work will demolish ductwork, update electrical distribution and plumbing, in order to install new insulation, new HVAC ductwork and controls, new water lines for future use, a wet-pipe fire sprinkler system, new electrical service, and then install a new ceiling. The current HVAC system works hard, uses a large amount of electricity to do so, and has minimal impact on the temperature in the building! Other wiring that is above the ceiling will lead to better lighting, better technology in the building, and a fire suppression system.

The first phase of renovation also involves a new kitchen, to be remodeled in order to serve meals as part of our services to seniors, the children's programs, and other community events. It will also be created in such a way that it can be a teaching kitchen to hold classes in nutrition and healthy cooking. This entails new appliances, flooring, vent system, and grease trap; truly a complete renovation of the cooking space and the dining space.

After the above ceiling work and the kitchen work, the priority is to demolish selected interior walls to open up some spaces that were closed into sections for office spaces and workrooms during K.I.S.D. ownership. This would suit the needs of services that are planned for youth programs that are ongoing, and the new health initiative that is soon to begin.

At the completion of these phases, the building will also have separate men's and women's bathrooms that are ADA compliant.

In order to establish a better plan for security, the main entrance on Barnett Street will be re-established, since it was closed in to create storage space during KISD ownership. Creating a central entrance will direct individuals into the building through



one entryway, making it easier to monitor. The other four doors will be used primarily for egress when not being monitored.

To complete the indoor renovations, the rest of the lighting and electrical distribution will be completed. The entire building will have new flooring installed, and be painted. These additions will create a more pleasant environment, with better lighting and sound distribution.

The impact to the community comes in targeted areas: education, community building, and services.

**THE FINANCIAL HISTORY** of the Doyle School Community Center is one that has relied on a small operating budget and many volunteer hours. Over the past decade, the Center has operated on less than \$50,000 per year; some years on a far smaller amount. During this time, the Center has kept a high profile amongst the people that are the primary targeted population: the Doyle neighborhood. Quarterly programs such as Blue Santa, National Night Out, and Back to School Bash are important events for the support of the citizens. Throughout this time, afterschool clubs that help students with homework and provide mentorship have been operated, along with summer programs for youth. Support programs such as Texas Legal Aid, vacation Bible programs, story nights, money matters education, and adult fellowship sessions have been offered through collaborations with churches, Schreiner University, and other nonprofits.

Most programs (along with facility upkeep) have been accomplished by the efforts of volunteers who have nurtured the relationships with the collaborators, in-kind donations from businesses in the City of Kerrville, support from the City government, and support from local Foundations. The Center has not taken on debt; yet services have been provided to over a thousand people each year, and the facility is functional even though it is aging and has suffered renovations prior to it becoming a community center that make some programs more difficult to operate.

The current influx of support from BUILD Health that has program, staffing, and renovation funds is certainly a "game changer" for the organization. It has come at a time that the HVAC has become almost beyond repair, the bathroom situation (of being ADA non-compliant), fire suppression being nonexistent, and the food preparation "kitchen" limitations are a barrier to important programs.

The new programs that have funding attached have attracted the attention and support of local funders such as the Perry and Ruby Stevens Foundation and the Hal and Charlie Peterson Foundation. These programs will also make us eligible and more attractive to regional foundations such as the Mabee Foundation, the Sterling-Turner Foundation, and the Greehey Foundation.



## The Need

The "Quality of Life" designation of this request could not be more accurate when establishing the need for assistance for the Doyle neighborhood. This neighborhood is made up almost exclusively of people who can benefit from the Doyle Center as the conduit through which services flow.

The population\* of this neighborhood is:

- below the County average in access to health interventions,
- above the County average of incidence of infant mortality, the incidence of influenza and pneumonia, and above the State average in prevalence of chronic diseases
- below the County average level of educational attainment (12.3% of Doyle neighborhood residents have no high school diploma, compared to 6.6% of the population in the rest of the County.)
- above the percentage of people without insurance compared to the County.

Most of these factors are due to poverty and continued segregation and separation from the rest of the city. In this neighborhood, 61% of the African American citizens, and 21% of Hispanic persons are living on wages beneath the poverty level. The mean household income for all households is \$35,386

Youth and families need educational supports such as after school and summer programs that enhance their educational experience. Preschoolers make up 7.2% of the population, and school age children make up 17.4% of the neighborhood residents.

The elderly in the Doyle neighborhood have needs such as meals, access to healthy food to cook at home, and health screenings; 29.9% of the citizens are over 60 years of age. Health care and food sources are all outside of the neighborhood, and many of the individuals rely on others for transportation to food banks, grocery stores, and medical services. Doyle will house a driver for KerrKonnect at the Center with funding from the BUILD Health grant.

Since there is a low level of educational attainment, there is a population of individuals who need services such as G.E.D. tutoring, assistance getting access to higher education at the local community college and university, and other training such as personal budgeting and financial management.

There is a high number of Hispanic individuals living in this neighborhood, and many of them lack English speaking and reading skills. Translation services and classes to teach English are needed in order to help them attain higher paying jobs, and to be able to access services in the community.



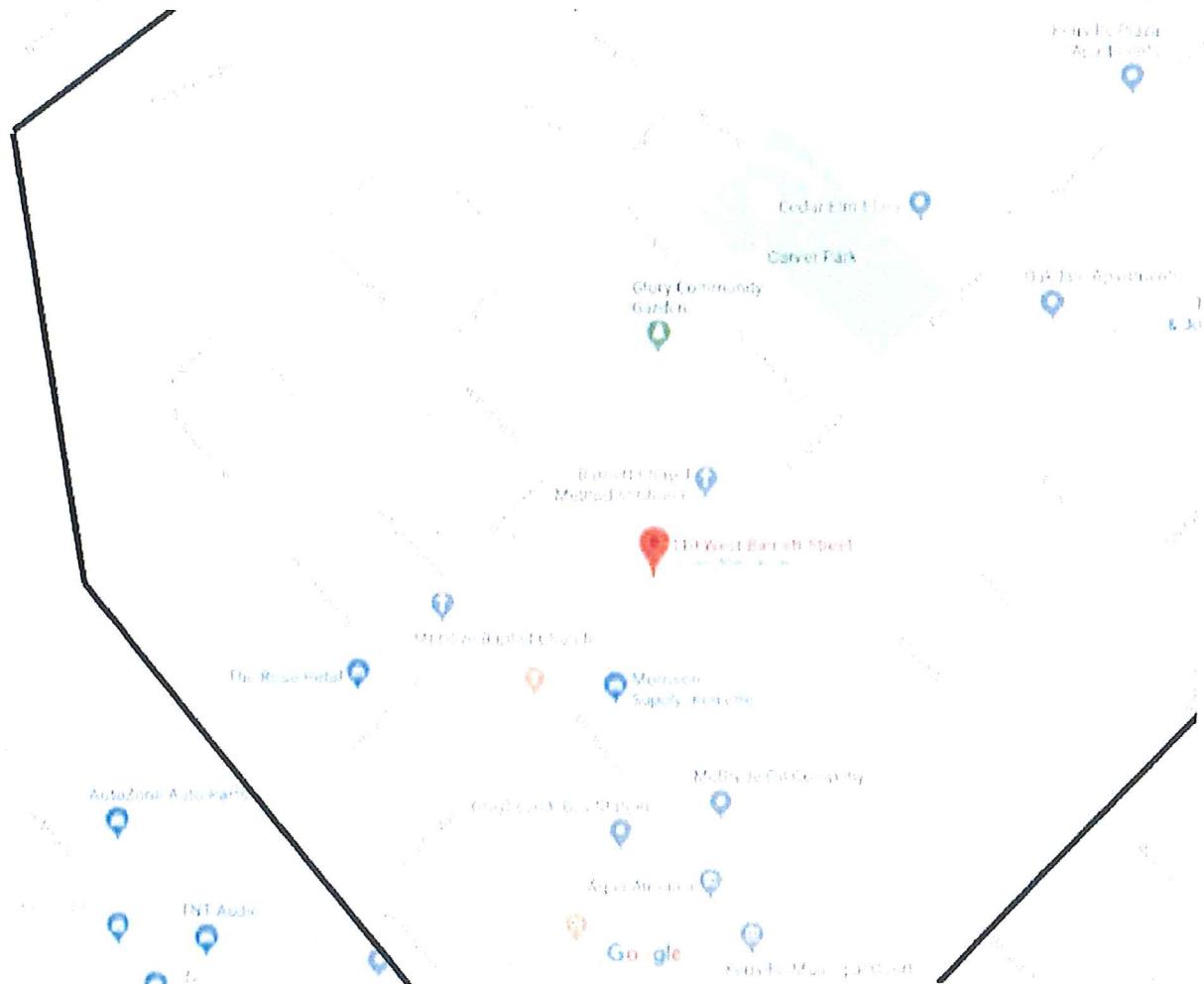
Giving a hand up to individuals with these needs can only improve the economy of Kerrville. Better job skills for the service sector in Kerrville can assist businesses that have a difficult time attracting quality workers. More citizens seeking, and being prepared for, higher education will build the home-grown professional sector. Historically, most well-educated individuals who are natives of the Doyle neighborhood move away from Kerrville rather than putting their professional skills to use in Kerrville.

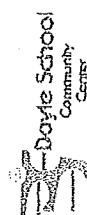
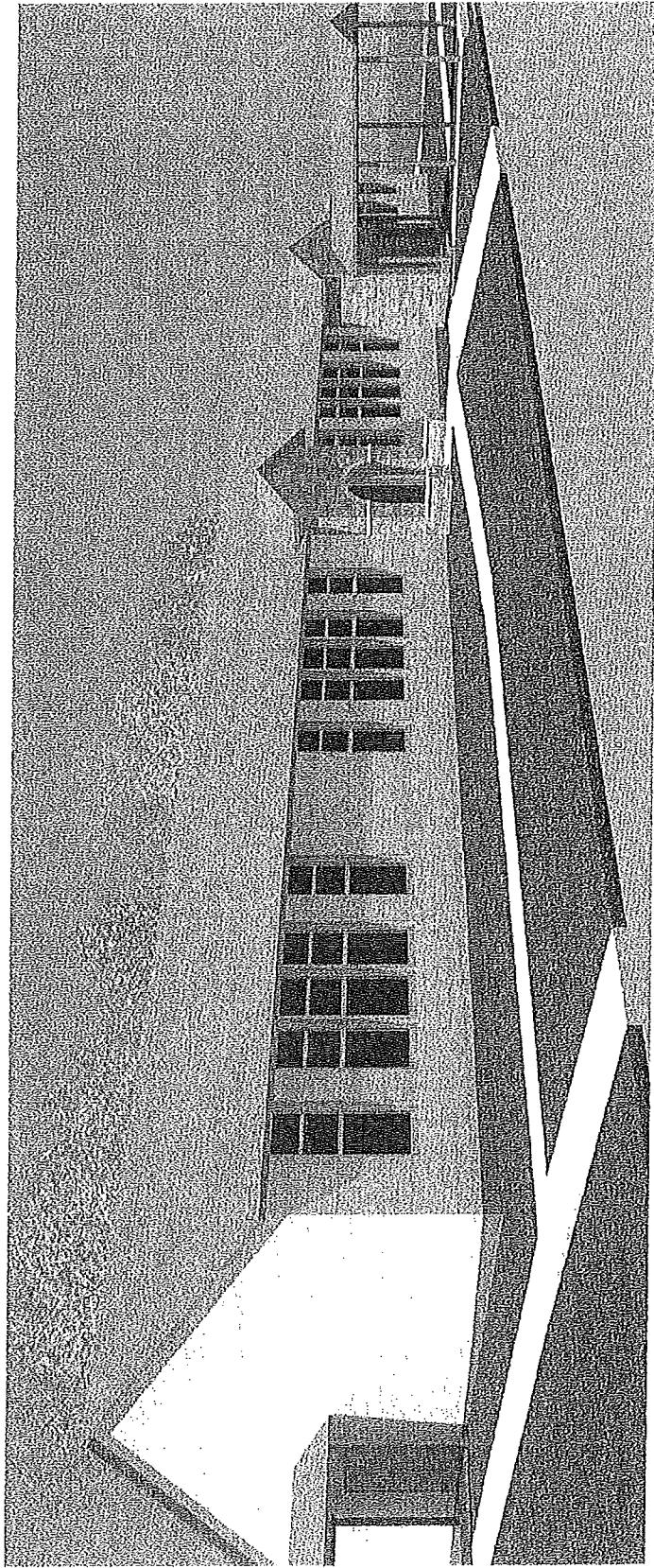
Building up the Doyle Center into a hub of resources, increasing community pride, and providing health care support will potentially keep people who benefit from Doyle services in Kerrville to help grow it economically.

\*Data source Census data, factfinder.census.gov in Schreiner University Community Assessment, senior nursing students.



Any citizen in Kerrville or surrounding areas is welcome to access services at Doyle Center. The Board of Directors and Staff of the Doyle Center consider the service area to be the one on the map below.

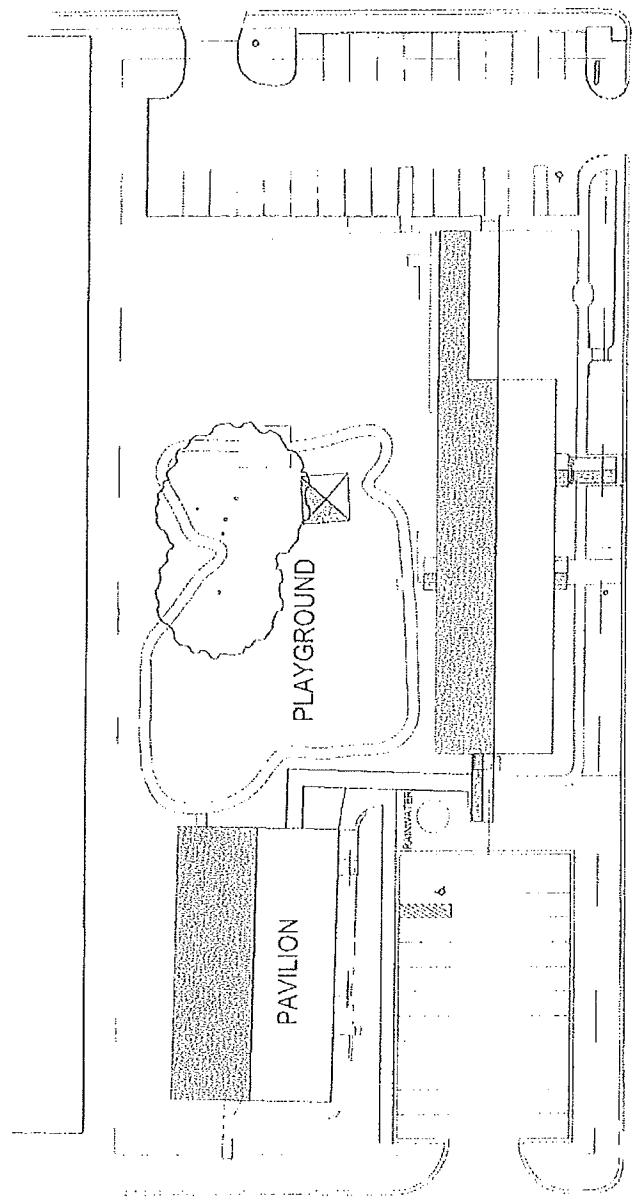




Renovations and Alterations to  
Doyle School Community Center



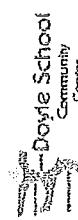
PASCUAL AVE.



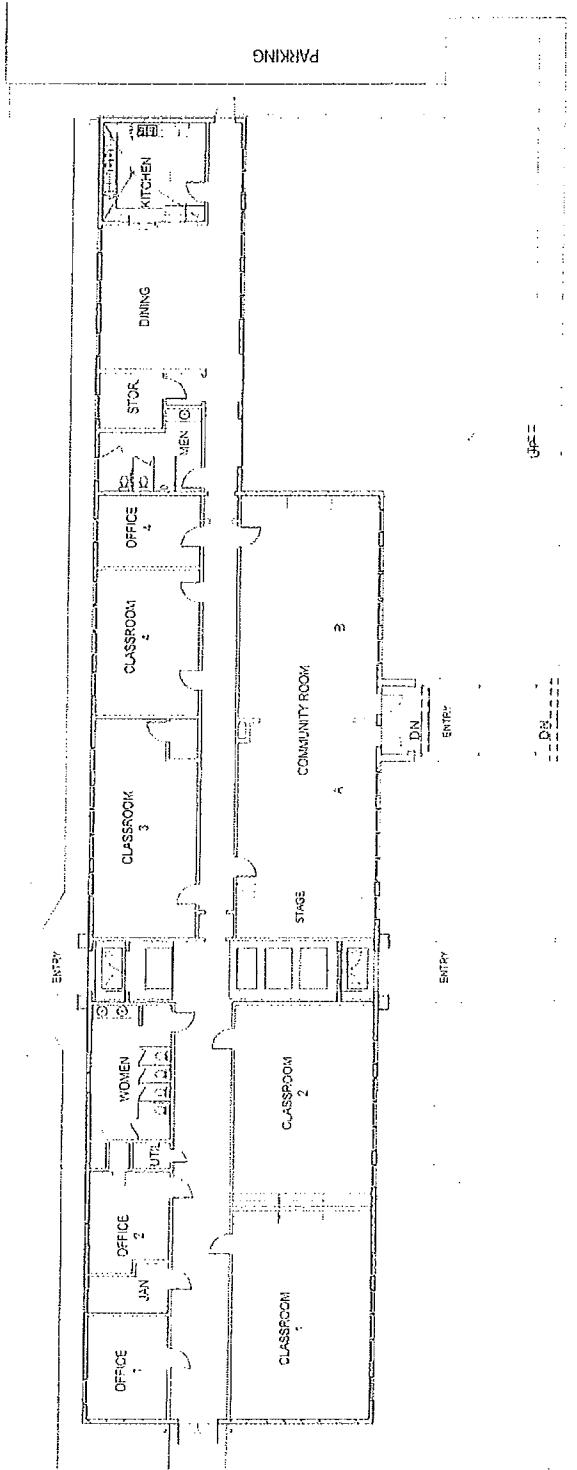
WEBSTER AVE.

Site Plan

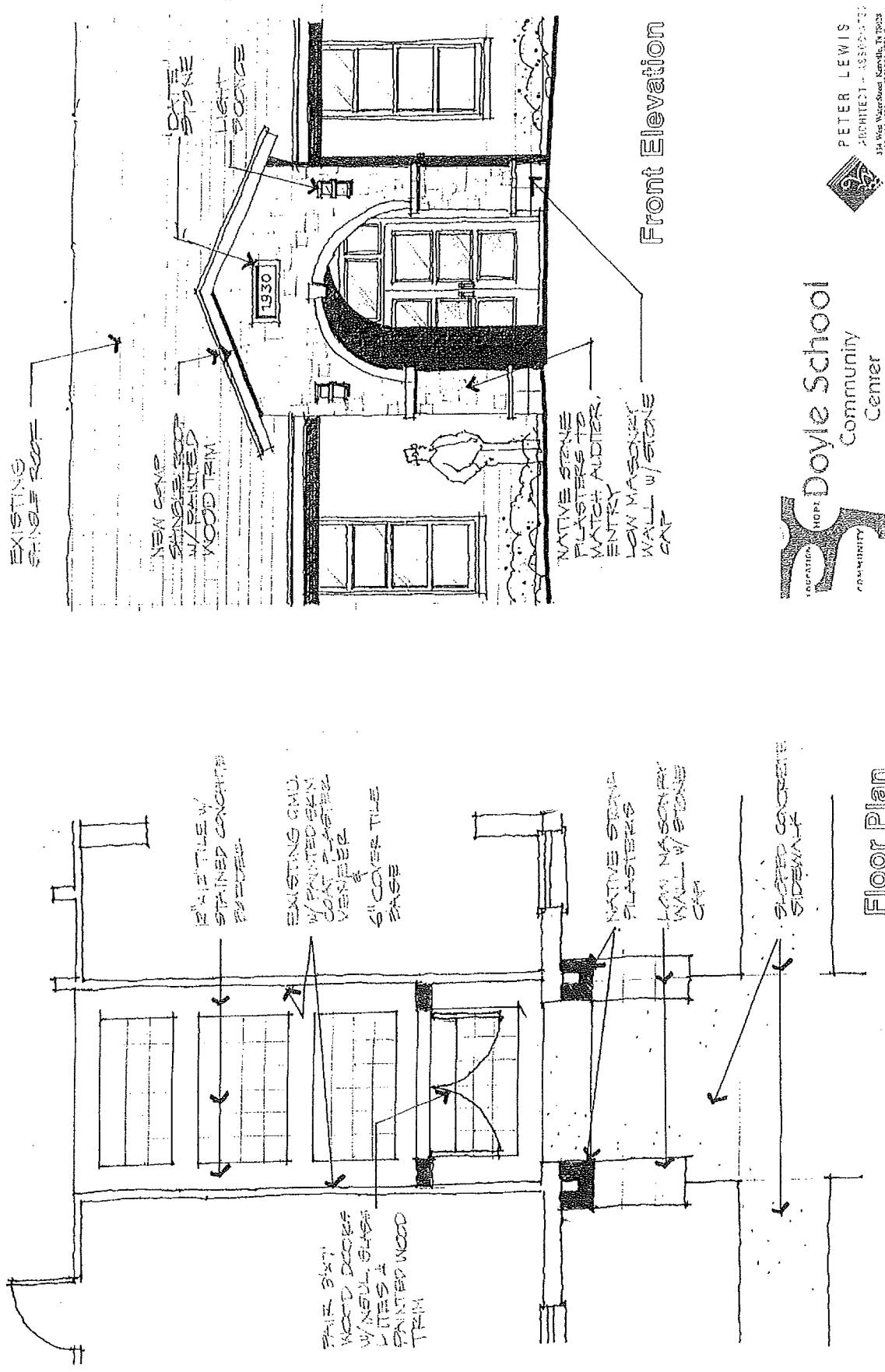
Renovations and Alterations to  
Doyle School Community Center



PETREL ASSOCIATES  
ARCHITECTS PLANNERS



Floor Plan



## CURRENT PHASING

### **Phase 1: Interior Above Ceiling Only - \$338,456**

- Protect all existing floors and furnishings during demo and above ceiling work
- Demo all existing ceilings throughout including lay-in batt insulation
- Demo all existing ductwork, electrical distribution, plumbing, etc.
- Install new R-38 wire up batt insulation at underside of entire roof deck
- Install new HVAC ductwork and controls throughout
- Run new domestic water lines overhead (capped for future)
- Install new wet-pipe fire sprinkler system
- Install new electrical service and run distribution in attic space
- New acoustical grid ceilings with lay-in 2x2 ceiling tiles
- Patch/repair as necessary until Phase 2
- Gut and remodel existing kitchen complete

### **Phase 2: Interior Renovations - \$497,530**

- Interior selective demolition
- New Main Entry and Vestibule
- Gut and remodel existing restrooms complete
- New wiring, lighting, and electrical distribution throughout
- New flooring finishes throughout all rooms and corridors
- Repaint all new and existing walls
- New grease trap



## **Doyle School Community Center**

### **Strategic Plan**

#### **OUR MISSION**

The mission of the Doyle School Community Center is to provide education, hope and community to the Doyle neighborhood by providing a focus and location for the delivery of educational activities, community organizations, and services to children, adults, and senior citizens of Kerrville.

#### **OUR VISION**

Doyle citizens will thrive mentally, physically, and emotionally.

#### **OUR CORE VALUES**

- Serve all populations in the area around the Center Doyle without discrimination (socio economic, gender, age, religions, non-religious).
- Financial transparency
- Recognition of the inherent dignity of all we serve and who enter the Center by how people are treated, both in types of programs offered and how programs are offered.
- Model care for creation.
- Provide services in an ethical manner.

#### **STRATEGIC GOALS**

##### **STRATEGIC GOAL #1**

Develop a strategic funding model that ensures long term sustainability of the facility, grounds, staffing, and programs.

##### **STRATEGIC GOAL #2**

Plan, execute, evaluate, and strengthen programs for effectiveness and suitability for meeting the needs of the Doyle citizens.



#### **STRATEGIC GOAL #3**

Develop a plan for staff and board development to ensure that both have the skills and knowledge base to fulfill Doyle's mission.

#### **STRATEGIC GOAL #4**

Successfully renovate and repurpose the building to include its historical integrity with current and future needs.

### **BACKGROUND AND HISTORY**

The Doyle School Community Center is a non-profit Community Center located in Kerrville, Texas, a historically underserved and low socioeconomic neighborhood. A needs assessment was completed in early 2003 by Partners in Ministry, and it found a need for services that could come from a Community Center. The Center was formed in 2003 to provide hope, education and community to the Doyle neighborhood. The Center was originally the school built to serve the African American children who lived nearby. After public school integration, the school later became the first public school kindergarten in Kerrville, and went on to serve various roles in the education of children in Kerrville Independent School District. In 2003, a board of directors reflecting the ethnic diversity and history of the area was established, and the building was purchased through a grant by the Cailloux Foundation. During its 17-year history, Doyle's service to the neighborhood has been due to the efforts of a working Board of Directors and volunteers. Quarterly neighborhood gatherings, afterschool kids club, summer kids club, bi monthly senior luncheons, and other special programs such as "Money Matters." Families that live in the neighborhood may also rent space for special occasions such as birthdays and reunions.

In 2018, a partnership with Schreiner University enabled an expansion of services. New programs such as literacy nights of story time for children and Zumba thons, as well as an expansion of the afterschool club has enabled more individuals to access services. The Public Health nursing students have done asset mapping to assess needs in the neighborhood, giving the Board of Directors valuable information to guide decisions.

In 2019, the City of Kerrville chose the Doyle neighborhood as its first neighborhood for a Development Plan. In several stakeholder meetings held at The Doyle, citizens could give input for needs of the neighborhood such as sidewalks, park improvements, roads, and other



services. This partnership between the Doyle Center and the City has proven to be a valuable resource to improve the daily lives of the citizens.

In late 2019, a grant was awarded to a Health Collaborative in Kerrville, who had requested funds to bring services to the Doyle neighborhood to that would solve food scarcity, transportation inequities and health care inequities that exist in this neighborhood. Through this grant, services to the community surrounding Doyle are increasing rapidly.

The recent progress in providing important services to the neighborhood has created a need for rapid, but studied improvement in the facility and an increase in personnel at the Doyle Center.

## PROGRAMS AND COMMUNITY IMPACT

The Doyle School Community Center neighborhood service area is home to many citizens who work hard to provide a healthy lifestyle, education, and food for their families. However, barriers exist such as unreliable transportation, incomplete education and training, and absence of a medical home that provides consistent wellness services and medical help for chronic illnesses, and seasonal or temporary illness. These barriers lead to hopelessness and joblessness that continues the cycle of multigenerational poverty.

The Doyle Center strives to address these issues with programs and support in the following areas:

- Development of young children, youth, and teens.
- Services that strengthen families and community health and wellbeing.
- Services that support dignity and good health for aging adults.

Forming partnerships with the citizens of the Doyle neighborhood and gaining buy-in for Doyle's programs so that services are relevant and helpful is the model by which the Board of Directors operates.

- The Board of Directors is committed to a hiring model that will encourage applicants from the neighborhood;
- Neighborhood meetings that help gain insight into real needs rather than perceived needs are part of our planning and evaluation model



- Partnerships and collaborations with other nonprofits in Kerr County help Doyle provide

Services directly to the neighborhood that we may not otherwise be able to provide, and to do so would be replicating services that exist elsewhere in the County. We believe that being conduit for services outside of the neighborhood to our citizens is a good use of our resources.

### **Healthy Development of Young Children, Youth, and Teens**

The Doyle School Community Center's programs for young children, youth, and teens centers its work in the 40 Developmental Assets® Framework, which seeks to grow a child's ability to avoid risky behaviors and engage in positive behaviors. This is a framework in which any program can operate: afterschool and summer club, teen gatherings, and toddler/parent programs. All of Doyle's program outcomes are targeted to young people who know their worth, are skilled and prepared for workforce, and possess social emotional strength to succeed in youth and adulthood.

### **Family and Community Health and Wellbeing**

Programs at the Doyle School Community Center are focused on raising the overall health of its families. We target establishing a healthy lifestyle, including overcoming use of illicit drugs, tobacco, and dependence on alcohol. Furthermore, healthy food selection and healthy cooking, and fitness activities alongside support of preventative care initiatives, and education to stabilize chronic illnesses are all important targets of programs offered at Doyle.

Additionally, Doyle partners with programs that uplift the spiritual lives of its citizens. While Doyle does not endorse or provide programs that further any particular spiritual denomination or practice, Doyle does help provide access to programs that support a person's spiritual well-being.

### **Support for the Dignity and Health of Aging Citizens**

Doyle provide programs that give aging adults opportunities for social interaction around interesting games and topics. Within these programs are opportunities for health screenings, education relative to aging and independent living, and support to find and access a medical home.



## STRATEGIC GOALS

### STRATEGIC GOAL #1

**Develop a strategic funding model that ensures long term sustainability of the facility, grounds, staffing, and programs.**

The well-being of the Doyle School Community Center is rooted in support from individuals, local government, corporations, and foundations. Over the years, when we have depended on volunteer labor, gifts from local funders has enabled Doyle to continue to serve the neighborhood by keeping basic bills such as electricity, water, and insurance paid. We must maintain these important relationships with those who have supported Doyle over the past two decades.

Our organization is at a critical stage of growth with recent funding from BuildHealth and critical partnerships with Peterson Health, First United Methodist Church, and the City of Kerrville. As Doyle's capacity to serve more people grows with the addition of staff and programs, a funding model that includes new sources of support, both outside the City of Kerrville, and within must be developed. Our message of hope for the people of the Doyle neighborhood, which will in turn strengthen the fabric of Kerrville, providing a quality workforce, and citizens that are woven into governmental institutions will attract more funding for the Center. A strategic approach to evaluation to show outcomes, and therefore build a case for the Doyle Center's existence and support must occur.

### STRATEGIC GOAL #2

**Plan execute, evaluate, and strengthen programs for effectiveness and suitability for meeting the needs of the Doyle citizens.**

A well-thought out approach to determining what programs will have the maximum benefit to the neighborhood that includes input from the citizens of the neighborhood is critical to the



success of both the programs and the participants. Programs that are relevant to current workforce needs in Kerrville, along with knowing the areas of health and wellness that are most

in need of support, and responsiveness to the dynamics of community life must guide the decisions being made regarding programs.

Programs that are being executed must be done with all attention to the details of the needs of the participants. The staff must be equipped with necessary tools and knowledge of current best practices regarding the programs offered.

During and upon completion of programs, adequate and pertinent data must be collected in order to know the efficacy of the programs.

### **STRATEGIC GOAL #3**

#### **Develop a plan for staff and board development to ensure that both have the skills and knowledge base to fulfill Doyle's mission.**

Creating organizational sustainability by equipping the staff and Board with necessary information and skills will allow us to operate more efficiently and effectively. Continuous capacity building by following plans to financial stability will ensure that Doyle's mission is fulfilled.

Doyle is quickly building capacity with more staff employed than ever in its 17-year history. The BUILD Health Grant is the catalytic event that has enabled this rapid growth, and it will be up to this staff to be the engine that creates energy to sustain programs by excelling in program delivery. The Board must tend to the internal customers – the staff – well in order for them to do the job of The Center, and further the mission. The staff's well-being must be tended to as much as our neighborhood citizens, by a careful monitoring of work load, creative staff development, and good working conditions.

The Board of Directors must on-board and nurture new members to provide the support and leadership that the staff requires. The Board of Directors should be a walking billboard for the mission and programs of Doyle – telling the story of lives changed by the programs delivered at Doyle. The Board of Directors must have a plan for attracting new members who can bring



needed human capital that can positively guide the policies and fund development of Doyle. While serving on the Board, the individuals must be shown appreciation by a well thought out and executed plan of communication, training, and skill and knowledge development.

#### **STRATEGIC GOAL #4**

##### **Successfully renovate and repurpose the building to include its historical integrity with current and future needs.**

Funding from philanthropic foundations and governmental entities are enabling the Doyle Center to renovate the building with three purposes in mind: building efficiency, building safety, and a reflection of the building's history.

We are committed to creating a successful plan that utilizes funds well, and that ensures that all critical needs of programs and the citizens of Doyle neighborhood are considered and met.

The renovation will be done while the building is occupied and programs are being held, so an effective Communications Plan for staff to know and understand upcoming changes in areas that are off-limits, parking and entrance changes, and utility access changes is important.



## THE OPERATIONS PLAN

The Doyle School Community Center has developed an operations plan to ensure timely implementation of strategic goals and objectives and instill accountability throughout the process.

The operations plan will remain flexible, understanding that objectives may change based on external and internal environmental conditions. Goals will remain as approved by the Board over the duration of the three-year period of the Strategic Plan. Staff will finalize the operations plan with responsible parties and timelines.

# DOYLE SCHOOL COMMUNITY CENTER

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4B SALES TAX FUNDING REQUEST

# QUALITY OF LIFE ISSUES ADDRESSED BY PROGRAMS AT DOYLE (TO BE ENHANCED BY RENOVATIONS)

EDUCATION	HEALTH	SENIOR SERVICES	FOOD EQUITY
Support for elementary children to ensure school success.	Navigation to medical homes.	Food Bank and Farmers Market specifically for senior citizens.	Nutritional food procurement and cooking
Fill in gaps for those working toward jobs in Kerrville (job readiness, GED, ESL)	Screening and education regarding chronic illness and conditions.	Transportation	Food bank programs for families
Purposeful programs for teens to gain thriving behaviors	Community events to create social interactions.	Summer free lunch program for children.	Food Bank Friday for all in need (on site & transport to FUMC)

# THE BUILDING RENOVATION IS TO ADDRESS THREE MAIN ISSUES

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**Efficiency** – replace obsolete HVAC system, electrical system, bathrooms modernized, and IT.

**Safety** – replace the original entrance in the middle of the building and make the other points of entrance to be used only when a program is using and monitoring it. This would help us control access to the building.

**Effective Use of Space and Historical Integrity** – up until 2003, KISD repurposed this building to suit its needs, which resulted in some spaces too small, and some bigger than necessary for effective delivery of community programs. The plans call for some renovation to make the building closer to the historical one, but also to make it suit the purposes of the current programs for the health and wellbeing of the neighborhood citizens.

## HOPE FOR HEALTH

- Staffing: Project Manager, Navigator, Therapist, Health Worker, Driver
- Provides: Building Improvements, IT, Office Supplies & Equipment, Transportation for neighborhood residents

## DOYLE CENTER

### EXPENSES:

- Staffing:  $\frac{3}{4}$  time Facility Manager,  $\frac{1}{2}$  time Custodian,  $\frac{1}{4}$  time Kids Club Coordinator,  $\frac{1}{2}$  time Outreach Coordinator

### FUNDING:

- Local Foundation Grants
- Events
- Individual donations

## OTHER FUNDING

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Perry and Ruby Stevens Charitable Foundation: \$200,000 for Building Renovations (committed)

Hal and Charlie Peterson Foundation: \$200,000 for Building Renovations (committed)

Mabee Foundation: \$225,000 for phase three and four phase renovations, (outdoor pavilion, parking, play ground)

Healthy Cities Funding: \$50,000 for onsite Food Bank

# PROPOSED RENOVATIONS FOR DOYLE SCHOOL COMMUNITY CENTER

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## PHASE ONE:

- New ceiling and insulation
- New water lines
- New HVAC complete
- Wet-pipe fire sprinkler system
- New electrical service above ceiling
- New kitchen and dining area

**\$338,456**

## PHASE TWO:

- Selective interior demolition
- New Main Entrance
- Remodel Restrooms
- New wiring, lighting, electrical throughout
- New flooring finishes and paint
- New grease trap

**\$497,530**

## ADDITIONAL FUNDING NEEDED

- Temporary Buildings in order to close building for renovations and continue programs.
- Architecture and Engineering Services

Estimated cost: \$60,000

Estimated cost: \$80,000



Renovations and Alterations to  
Doyle School Community Center





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

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**SUBJECT:** Briefing and possible action as to the City's ongoing preparedness and response to COVID-19 (Coronavirus).

**AGENDA DATE OF:** March 24, 2020      **DATE SUBMITTED:** Mar 19, 2020

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:**

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

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

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

**SUMMARY STATEMENT:**

On-going responsiveness to changing conditions and situations.

**RECOMMENDED ACTION:**

Actions for the preparedness and response to COVID-19 (Coronavirus) circumstances.



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

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**SUBJECT:** Report on the Kerrville Homeless Count, requested and presented by Councilmember Delayne Sigerman.

**AGENDA DATE OF:** March 24, 2020      **DATE SUBMITTED:** Feb 19, 2020

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20200324\\_Report\\_Homeless Count.pdf](#)

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

**PAYMENT TO BE MADE TO:** 0

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

**SUMMARY STATEMENT:**

Councilmember Sigerman will provide final official results of the report.

**RECOMMENDED ACTION:**

No action.

## Homeless Report to City Council

March 24, 2020

I began research on Kerrville's homeless population in October of 2018 which led me to many people and places within Kerrville all set up to assist those unsheltered and some at risk citizens of Kerrville. My first report to Council was February 25, 2019 after many days of meeting non-profit leaders and representatives. It appears Kerrville is doing what we can to reach out to homeless through the many organizations currently operating with the sole purpose of temporary shelter, vouchers for food or electricity, food kitchens, clothing donations, job assistance, domestic violence assistance, recovery information and programs, and more. A list of these organizations is attached.

I formed a Citizens Interest Group and held out first meeting August 22, 2019 at City Hall where many leaders in our community attended to discuss what we are doing and is it enough.

According to information from the U.S. Department of Housing and Urban Development, Texas has an estimated 25,310 people without homes as of January 2018 and I am sure that number has risen.

Homelessness comes in all ages and genders and ethnicity and social status. We have children and teenagers who face unstable home environments causing temporary homelessness which is actually counted by the State. We have seniors who have exhausted their savings due to medical emergencies and cannot pay rent and some have resorted to living in their cars and friends' homes. We also have substance and alcohol abuse leading to job loss and instability. Mental health is a big issue among the homeless.

I was contacted in November of 2019 by a non-profit, Texas Homeless Network, who is a 501(c) 3 organization that is partially funded through Texas Department of Housing and Community Affairs and Texas Department of State Health Services. They are the only statewide organization dedicated to addressing homelessness. They conduct a statewide, annual Point-In-Time Count every January (this date is selected by HUD) and reach out to communities like ours and San Antonio and Austin and many others to enlist volunteers to help with this count.

It started with an informal meeting of all volunteers at the Depot at River Cottages for instructions and information about what a PIT Count is. We had an informal training session via webinar at the Library 1/16/20 where each volunteer was taught how to use THN App, given a vest, list of items to bring and not bring the morning of like flashlights, maps of the city (possible locations garnered from KPD and citizens) broken down per team. We had approximately 10 teams of 3 going out that morning of January 23<sup>rd</sup> @ 6:00am into the streets of Kerrville to find possible homeless and if possible interview them for important data.

Questions such as: how long have you been homeless, approx. age, reason for homelessness, etc. This information was directly inputted into each persons' or teams' cell phones and this data went straight to Austin. I received the final report from Austin several weeks ago.

In addition each team took with them a goodie bag full of personal hygiene items, paper information, snacks, socks, etc. to leave with each individual we interviewed or even saw. The content of these bags were donated and filled by many different generous groups from all over the City and what we had left over we took to Salvation Army, etc.

Besides those who actually walked the streets that morning, we had many behind the scene volunteers helping to make this a safe and productive count. A list of those to thank is attached.

The Report is attached. We located and interviewed **twenty one** persons and their personal data is listed without any names or any confidential information.

The benefits for this count are several. **First**, it was a collective effort by our entire community to organize and conduct this count which brought strangers together for a common goal and purpose. New friendships were formed and a feeling that our town is doing something good together for those less fortunate was accomplished. **Second**, this data will help support the needs of our community by monitoring trends of homelessness, supporting local efforts by identifying unmet needs, new programs or services, raising community awareness and data for the State to have and use in deciding grant approval and continued financial support.

I am always so grateful to our citizens who never ignore an opportunity to help!

If you would like to be on the list for future counts or activities for homelessness, please contact me.

Thank you.

Delayne

(830) 258-1110

# 2020 Point-in-Time

Kerr County

The Annual Point-in-Time Count (PIT) was conducted on January 23rd, 2020 to identify the needs of households residing in **Unsheltered locations** (such as cars, streets, parks, etc) as well as **Sheltered locations** (Emergency Shelter and Transitional Housing). The PIT Count aims to provide a snapshot of the individuals and families experiencing homelessness in a geographical area, over the course of one night.

\*Responses are self-reported and/or observations and may not be representative of the entire homeless population\*

**21**

Individuals experiencing homelessness

**Sheltered**



14%  
(3 surveys)

**Unsheltered**



43%  
(9 surveys)

**Observation**



43%  
(9 surveys)

## Demographic Breakdown



- 14 Male
- 2 Female
- 0 Transgender
- 0 Gender Non-conforming
- 5 Unknown



- 11 White
- 3 African American
- 0 Asian
- 0 American Indian
- 0 Native Hawaiian
- 1 Multiple Races
- 0 Other
- 6 Unknown



- 2 Hispanic/Latino
- 9 Non-Hispanic/Non-Latino
- 10 Unknown

## Population Details



0 Households With Children



**21** Households Without Children



0 Children (under the age of 18)



0 Unaccompanied Youth Households



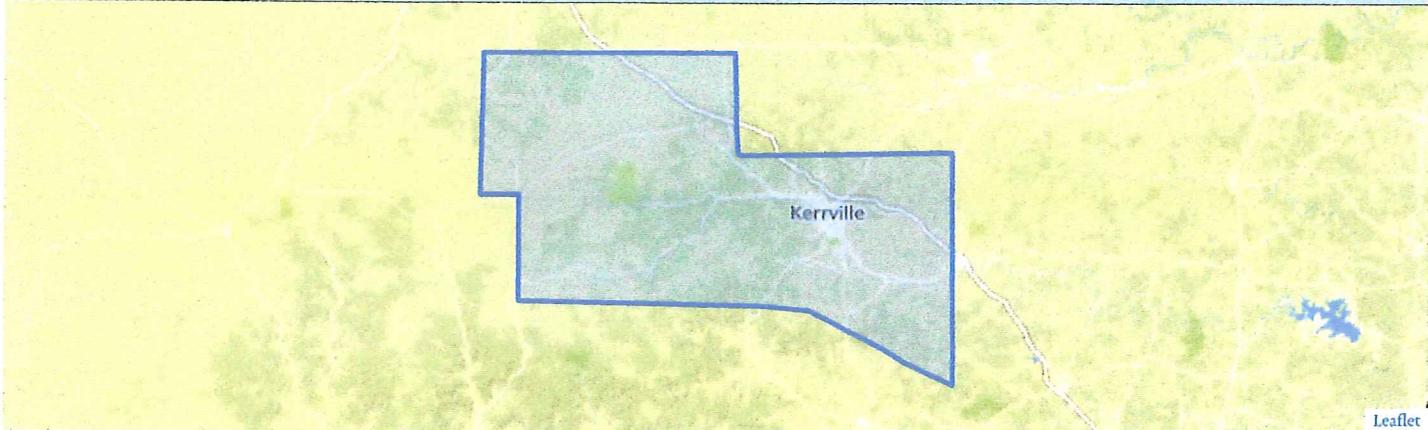
3 Chronically Homeless



0 Veterans

Count:	Texas Balance of the State 2020 PIT	Geography:	Kerr
Created by:	Henderson,Kyra	Created on:	02/24/2020 5:59 PM

## Summary



Total Persons	21
Adults (18+)	21
Children (Under 18)	0
Unknown Age	0
Unknown Age - Believe to be Adult	0
Unknown Age - Believe to be Child	0
Young Adults (18-24)	0
Female	2
Male	14
Transgender	0
Chronically Homeless	2/5
Veterans	0

Community Council of South Central Texas, Community Services Division  
504 Sidney Baker, Suite 160B, Kerrville, Texas 78028  
(830) 896-2124

## Kerr County Referral List

### AACOG-Alamo Area Council of Government

(800)749-2010 (weatherization) (866)231-4922 (electric) - 8700 Tesaro Suite 700, San Antonio TX  
\*Emergency Help for Elderly/Disabled with electric bills

### Alamo Area Agency on Aging

(866)231-4922  
\*Offers help with very minor home repairs for people over 60 - \*Assistance with medications, rent & electric

### American Red Cross – Hill Country Chapter

(830)257-4677 - 333 Earl Garrett Street  
\* Emergency disaster relief - (provide food, shelter and assistance for groceries, new clothes, rent, home repairs, transportation, household items, and medicines after a disaster

### Any Baby Can

(830)792-4222 or toll-free 800-373-3400 - 624 Earl Garrett, Kerrville, TX  
\*Servicing Families with children who have special needs

### Alamo Regional Transit - ART Bus Transportation

(866)889-7433 - Servicing Kerr and 10 surrounding counties – Hours M-F 7 am to 6 pm  
\*Provides low cost transportation for residents of the 11 counties served. Handicap Accessible buses

### Big Brothers Big Sisters

(830)257-2447 - e-mail: [www.bigmendor.org](http://www.bigmendor.org) - 1107 E. Main, Kerrville, TX  
\*Help to partner Mentors with children in the school or in the community

### CAM-Christian Assistance Ministry

(830)257-4222 - 624 Clay St., Kerrville, TX  
\*Food Pantry M-F 2pm-4pm - \*Assistance with Rent, Utilities, etc. on a case by case basis

### Child Support: Office of the Attorney General's Office

Apply for child support online at <https://childsupport.oag.state.tx.us>, or by phone at (800) 252-8014

### Christian Men's Job Corp

(830)257-3545 - 301 Junction Hwy. Suite 333A, Kerrville, TX  
\*Gives Men in need hope for their future by equipping them with life and employment skills.

### Christian Woman's Job Corp

(830)895-3660 - 1140 Broadway, Kerrville, TX  
\*Gives Women in need hope for their future by equipping them with life and employment skills.

### Hill Country Cares Hotline

(830)257-2400 or toll free at 888-621-0047

### Hill Country Daily Bread Ministries

(830)249-0025 - 140 Industrial Dr., Boerne, TX - Servicing Kendall, Kerr and Gillespie Counties  
\*Christian Based Programs servicing Bandera, Kendall, Kerr, and Gillespie Counties

### ECI- Early Childhood Intervention

(888)827-7063 - M-F 8am-5pm -  
\*Servicing Bandera, Kendall, Kerr and Gillespie Counties with help for children 3 yrs. and under

# Community Council of South Central Texas, Inc. - Community Services Division

## NORTHERN COUNTIES REFERRAL LIST

(Gillespie, Kendall & Kerr Counties)

### CHILDREN SERVICES:

Agency	Counties Served	Phone #
Any Baby Can for Special Needs Children	All Counties	(210) 227-0170
Big Brothers/Sisters	Kerr	(830) 257-2447
Boys & Girls Club	Gillespie	(830) 796-8300
Boys & Girls Club	Kerr	(830) 315-5762
Early Childhood Intervention	All Counties	(888) 827-7063
Office of the Attorney General - Child Support	All Counties	(800) 252-8014
TX Dept Family & Protective Serv. Report Child Abuse 24 hrs	All Counties	(800) 252-5400
WIC-Women Infants Children	Kendall	(830) 249-3932
WIC-Women Infants Children	Gillespie, Kerr	(830) 257-4400
Child Care Services City Of San Antonio	All Counties	(210) 230-6331

### DIASTER RELIEF:

American Red Cross-Hill Country Chapter	Kerr	(830) 257-4677
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### DOMESTIC VIOLENCE /ABUSE:

Always call 911 if you have an emergency situation:	All Counties	911
Hill Country Cares Hotline 24 hrs	All Counties	(888) 621-0047
Hill Country Crisis Council	Kerr	(830) 257-7088
TX Dept Family & Protective Serv. Report Child or Adult Abuse 24 hrs	All Counties	(800) 252-5400

### EDUCATION:

GED/ESL Classes	Kendall	(830) 357-2010
Families & Literacy Inc	Kerr & Gillespie	(830) 896-8787

### EMPLOYMENT:

Chistian Men's Job Corps	Kerr	(830) 257-3545
Christian Women's Job Corps	Kerr	(830) 895-3660
Expeience Works (Training - Age 55 and over)	Bandera, Gillespie, Kerr	(830) 597-6416
Reliable Staffing	Gillespie, Kerr	(830) 896-9675
Workforce Solutions Alamo	Bandera	(830) 796-3739
Workforce Solutions/DARS	Kendall	(830) 249-9229
Workforce Solutions Alamo	Gillespie, Kerr	(830) 257-3171

### FOOD:

CAM (Christian Assistance Ministry)	Kerr	(830) 257-4222
Mustard Seed Ministries	Kerr	(830) 257-0800
Food Pantry	Gillespie	(830) 997-9383
Hill Country Family Services	Kendall	(830) 249-8643
St Vincent De Paul	Kerr	(830) 896-6898
Hill Country Daily Bread Ministries	Gillespie, Kerr, Kendall	(830) 249-0025
Hill Country Daily Bread Ministries (varies)	Kendall	(830) 755-5200
Texas Dept. of Health & Human Serices (Food Stamps/SNAP)	Kendall	(830) 249-3533
Texas Dept. of Health & Human Serices (Food Stamps/SNAP)	Gillespie	(830) 997-7546
Meals on Wheels -Dieter center	Kerr	(830) 792-4044
Meals on Wheels -The Golden Hub Senior Center	Gillespie	(830) 997-7131
Meals on Wheels - age 60+ (food)	Kendall	(830) 2492114
Texas Dept. of Health & Human Serices (Food Stamps/SNAP)	Kerr	(890) 896-3933

<b>MEDICAL / PRESCRIPTION:</b>		
Alamo Area Agency on Aging (age 60 & over only)	Bandera, Gillespie, Kerr	(866) 231-4922
Hill Country MHDD Counseling	All counties	(830) 792-3300
Hill Country Mission for Health	Kendall	(830) 249-0130
Community Health Center / Medication Asst Program	Gillespie	(830) 921-2593
St Vincent De PaulM 2pm-4pm, W 7pm-9pm, Sat 9am-11am	Kerr	(830) 896-6898
DARS-Rehabilitation Services	All counties	(830) 257-7556
Good Samaritan	Gillespie	(830) 990-8651
Hill Country Community Needs Council	Gillespie	(830) 997-9756
Rafael Clinic	Kerr	(830) 895-4201
<b>OTHER SERVICES:</b>		
Assurance Wireless (free phone for low income households)	All counties	(888) 898-4888
Social Security Administration	All counties	(877) 895-0043
Texas Rio Grande Legal Aid	Kendall	(830) 369-0356
<b>RENT / HOUSING:</b>		
Alamo Area Agency on Aging (age 60 & over only)	Bandera, Gillespie, Kerr	(866) 231-4922
Hill Country Family Services	Kendall	(830) 249-8643
St. Vincent de Paul (varies)	Kendall	(830) 816-5646
Hill Country Community Needs Council	Gillespie	(830) 997-9756
Salvation Army	Bandera, Gillespie, Kerr	(830) 257-3620
St Vincent De Paul-M-T-Th-F 9am-3pm	Gillespie	(830) 997-3392
Salvation Army	Kendall	(830) 249-4750
Boerne Housing Authority (housing)	All counties	(830) 249-9343
<b>TRANSPORTATION:</b>		
Call-a-Ride 4 Vets	Gillespie, Kerr, Kendall	(800) 620-5201
Medicaid Transportation	Gillespie, Kerr, Kendall	(877) 633-8747
ART-Alamo Regional Transit	Gillespie, Kerr, Kendall	(210) 362-5303
<b>UTILITIES</b>		
AACOG-Alamo Area Council of Governments (Elderly/Disabled)	Bandera, Gillespie, Kerr	(866) 231-4922
CAM (Christian Assistance Ministry)	Kerr	(830) 257-4222
Helping Hands	Bandera	(830) 796-8300
Hill Country Family Services	Kendall	(830) 249-8643
Hill Country Community Needs Council	Gillespie	(830) 997-9756
Salvation Army	Kendall	(830) 249-4750
Salvation Army	Gillespie, Kerr	(830) 257-3620
St Vincent De PaulM 2pm-4pm, W 7pm-9pm, Sat 9am-11am	Kerr	(830) 896-6898
St Vincent De Paul-M-T-Th-F 9am-3pm	Gillespie	(830) 997-3392
St Vincent De Paul-St Stanislaus Church 602 7th St. walk in only	Bandera	Thurs 9am-1pm
<b>VETERANS SERVICES</b>		
Comal County Veteran's Services Officers	Kendall	(830) 620-5549
Family Endeavors (VETS ONLY)	All counties	(210) 431-6466
<a href="https://veterans.portal.texas.gov/">https://veterans.portal.texas.gov/</a>	All counties	
Hill Country Veteran's Services		(512) 392-7155
<b>WEATHERIZATION / MINOR HOME REPAIR:</b>		
Alamo Area Agency on Aging (age 60 & over only)	Bandera, Gillespie, Kerr	(866) 231-4922
AACOG-Alamo Area Council of Governments (Elderly/Disabled)	Bandera, Gillespie, Kerr	(800) 749-2010

#### Additional Referrals:

The way Jim Lehrer told it, his interest in journalism began at Jefferson High School in San Antonio, where he wrote for the student newspaper, the Declaration, before graduating in 1952.

His family had moved here from Beaumont in 1950. He went on to junior college in Victoria. He returned to Jefferson once, to walk around.

Then, 65 years after he graduated and a few years after he retired as a nationally respected TV news broadcaster, the San Antonio Independent School District invited him back, to give him a distinguished alumni award.

By all accounts, Lehrer, who died Thursday at 85, jumped at the chance to speak to Jefferson students that day in 2017.

"It just showed what a special man Jim Lehrer was, that coming back to San Antonio was important to him and coming back to Jefferson was important to him," said Melissa Carroll, who has taught journalism at the high school for the past 12 years. "It shows the content of his character and the importance of journalism to him and making sure the next generation was stepping up."

Lehrer spoke to journalism and International Baccalaureate students in the Jefferson library and took questions. Teachers and students alike said they were inspired.

Speaking of his high school years, Lehrer painted a picture of an everyday teenager beginning to realize his talent didn't match his dreams of baseball stardom.

At the same time, a teacher in Beaumont praised his writing. So when he moved to San Antonio, he signed up to work for the Declaration and told a high school classmate he wanted to write novels and "be a big-time national reporter."

The rest was history.

Lehrer spoke about journalism, but also im-

*Journalist continues on A9*

## If GOP loses seats, Patrick would target Senate rules

By Taylor Goldenstein  
AUSTIN BUREAU

AUSTIN — If Republicans lose their 19-member Senate majority after the 2020 election, Lt. Gov.



Dan Patrick also pushed to change the Senate's rules in 2007 and 2015.

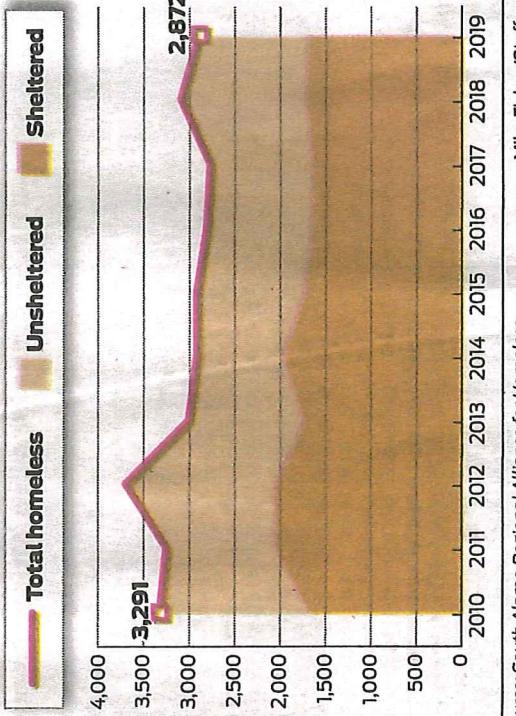
look at that," Patrick said. "That doesn't feel right to me. ... It's hard to be a leader on conservative issues in the state if you're depending on the other party to decide what you can pass and not pass."

Then, in 2015, after becoming lieutenant governor, Patrick got his wish. senators voted to

# Counting the numbers, needs of city's homeless

By Sara Cline  
STAFF WRITER

This chart shows the number of homeless people who were counted on the streets of San Antonio and in unincorporated Bexar County on a single night each January from 2010 through 2019.



Source: South Alamo Regional Alliance for Homeless  
Mike Fisher/Staff artist  
*Homeless continues on A5*

Traffic lights reflected off the grocery cart a man was pushing across the intersection of Woodlawn and Frederickburg on Thursday night.

Eric Morris, the outreach and navigation coordinator for South Alamo Regional Alliance for the Homeless (SARAH), walked up to the man as a group of volunteers trailed behind him, carrying bags of clothes, hygiene products and food to hand out.

It was the annual Homeless Point-In-Time Count, a census of sorts, a single night in January when hundreds of volunteers hit Bexar County and San Antonio streets, underpasses, parking lots and shelters to collect information about the homeless population — their gender, race, age, challenges, where they stay, their medical concerns and their mental health care needs.

Morris explained why he was there and then began building a rapport with the man, first asking him if he needed anything.

"Got any granola bars?" the man responded softly.

Majority in the Senate after losing two seats in 2018. Thirteen seats are up for election in November, including that of Sen. Pete Flores, of Pleasanton, who flipped a Democratic district red in a 2018 special election.

"Got any granola bars?" the man responded softly.

The trained volunteers had supply bags to hand out to anyone they met in the street while continuing.

Majority in the Senate after losing two seats in 2018. Thirteen seats are up for election in November, including that of Sen. Pete Flores, of Pleasanton, who flipped a Democratic district red in a 2018 special election.

A homeless man named Peyton is visited by Clifford Cantu of the Center for Healthcare Services, a specialist in mental health and substance abuse, during the annual Homeless Point-In-Time Count.

I would like to thank the following persons and companies for their support and donations to our most recent PIT Homeless Count here in Kerrville

January 23, 2020

KPUB – donating vests

Kerrville Police Department

The City of Kerrville Butts Holdsworth Library - Laura Bechtel and staff

The City of Kerrville – David Barrera, Streets Divisions - vests

St. Paul's United Methodist – Mrs. Shaw's Sunday School Class – bag donations

Comanche Trace friends & neighbors for donations to our goodie bags

Larry Howard – use of Events Center Space at the River Trail Cottages

The many volunteers who helped make this count happen.

We care about those on the street.

Delayne Sigerman