

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

**TUESDAY, FEBRUARY 09, 2021, 6:00 P.M.**

**CAILLOUX CITY CENTER**

**910 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



**KERRVILLE CITY COUNCIL MEETING AGENDA**  
**FEBRUARY 09, 2021, 6:00 PM**  
**CAILLOUX CITY CENTER**  
**910 MAIN STREET, KERRVILLE, TEXAS**



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***Council Meeting Procedures during the Disaster Declaration  
and Citizen Participation Guidelines***

COVID-19 (Coronavirus) provides a unique concern in that gathering members of the public, City Council, and City staff within a physical setting constitutes a public health risk. On March 16, 2020, the Texas Governor suspended certain requirements of the Open Meetings Act to permit open meetings to occur in a fully, or partially, virtual setting (telephonic/videoconference). The Governor has extended this order each month since this time. At this time, City Council intends to conduct its next meeting as a meeting which the public may attend in person. Due to spacing and occupancy conditions, such meeting will convene at the Cailloux City Center (Municipal Auditorium), 910 Main Street. However, where circumstances dictate and up until the time that the meeting is held, Council may hold its meeting entirely online as part of a virtual meeting; or, as a mixed virtual meeting where some Councilmembers are physically present at the auditorium but one or more members participate via online.

Standard safety protocols will be observed by City Council, City staff, and citizens/visitors attending the meeting. When entering the Municipal Auditorium, attendees will be required to sanitize hands and wear a mask. City employees will then take the temperature of each attendee. Any person with a temperature exceeding 100.2 will not be allowed entry. Masks are required at all times. Six-foot distance seating will be observed and visitor seating will be designated. The public podium will be sanitized between each public speaker.

Citizens wishing to speak shall submit a completed "speaker request form" to the City Secretary before the meeting is called to order and definitely before the item is introduced. Each speaker is limited to four minutes.

The Zoom platform will also be active during this meeting.

**Instructions for Zoom callers:** The Zoom moderator will begin accepting calls starting at 5:00 p.m. The deadline to place your call is 5:45 p.m. Place your call before the 5:45 p.m. deadline in order to register with the Zoom moderator and participate. Any calls made after the 5:45 p.m. deadline will not be answered, and microphones will be kept muted. Each speaker is limited to four minutes.

Dial the toll free number: **1-800-832-5611**. If the toll free number is not functioning, call the Zoom alternative back-up numbers **1-346-248-7799** or **1-669-900-6833**.

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 (#), when prompted, enter the webinar passcode.

The Meeting ID is **935 8254 3429 #** Passcode is **663239**.

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. Do not hang up. The moderator will unmute your microphone as he/she is going down the list. Once the workshop has started, you will be able to listen to proceedings even if your microphone is muted.

**Note:** Zoom is a third party vendor which provides the ability for remote participation. Software changes may be beyond what the City can control. If the City is notified of any issues from the third party vendor, the City will notify citizens and provide alternatives for engagement and participation.

**Instructions for written comments:** Written comments will be accepted for any agenda items, including Public Hearings. You are required to provide your first and last name, address, and identify the item you wish to comment on. All information must be provided in order for your comments to be read into record. Written comments can be provided 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 5:00 p.m. the afternoon of the Council workshop.
- **OPTION 2 by email** - Comments may be emailed to **shelley.mcelhannon@kerrvilletx.gov** and must be received by 5:00 p.m. the afternoon of the Council meeting. In addition, anyone may email Councilmembers via their City email addresses as specified on the City's website.

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

Thank you for your participation!

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**CITY COUNCIL AGENDA  
FEBRUARY 09, 2021, 6:00 PM  
CAILLOUX CITY CENTER  
910 MAIN STREET, KERRVILLE, TEXAS**



**CALL TO ORDER:**

**INVOCATION AND PLEDGE OF ALLEGIANCE:**

*Led by Councilmember Place 1 Gary Cochrane.*

**1 ANNOUNCEMENTS OF COMMUNITY INTEREST:**

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

**2 PRESENTATIONS:**

2.A. [Meritorious Acts by a Citizen- Amber Hneidy.](#)

Attachments:

[20210209\\_Citizen Recognition\\_Hneidy.pdf](#)

2.B. [Meritorious Acts by a Citizen- Cody Langehennig.](#)

Attachments:

[20210209\\_Citizen Recognition\\_Langehennig.pdf](#)

2.C. [TIRZ Annual Report.](#)

Attachments:

[210209\\_Presentation\\_TIRZ annual report.pdf](#)

2.D. [City's ongoing preparedness and response to COVID-19 \(Coronavirus\).](#)

**3 VISITORS/CITIZENS FORUM:**

*Any citizen with business not scheduled on the agenda may speak to the City Council. Prior to speaking, each speaker must fill out the speaker request form and give it to the City Secretary. The speaker request form must be submitted to the City Secretary before the item is called or read into record. City Council may not discuss or take any action on an item but may place the issue on a future agenda. Each speaker is limited to four minutes.*

**4 CONSENT AGENDA:**

*These items are considered routine and can be approved in one motion unless a Councilmember asks for separate consideration of an item. It is recommended that the City Council approve the following items which will grant the Mayor or City Manager the authority to take all actions necessary for each approval:*

4.A. [Community Service Agreement between the City of Kerrville, Texas and the Doyle School Community Center for renovation of the Doyle School Community Center.](#)

Attachments:

[20210209\\_Agreement\\_Community Service Agreement with Doyle Community Center.pdf](#)

[20210129\\_Exhibit A\\_Doyle School Community Center.pdf](#)

4.B. [License agreement between the City of Kerrville and the Kerrville Farmer's Market.](#)

Attachments:

[20210209\\_Agreement\\_Kerrville Farmers Market.pdf](#)

- 4.C. Minutes for the City Council meeting held January 26, 2021.

Attachments:

20210209\_Minutes\_City Council meeting minutes 1-26-21.pdf

**END OF CONSENT AGENDA.**

**5 ORDINANCES, SECOND READING:**

- 5.A. Ordinance No. 2021-08, second reading. An Ordinance amending Chapter 66, "Library," of the Code of Ordinances of the City of Kerrville, Texas; by amending Article II "Library Advisory Board" to increase the composition of the membership of the Library Advisory Board to six members, such that City Council will make four appointments; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to the subject.

Attachments:

20210209\_Ordinance\_2021-08 Amending Library Advisory Board membership - second reading.pdf

**6 CONSIDERATION AND POSSIBLE ACTION:**

- 6.A. Resolution No. 11-2021. A Resolution supporting the application of OPG Holdsworth Partners, LLC, to construct affordable rental housing pursuant to the low income housing tax credit program administered by the Texas Department of Housing and Community Affairs.

Attachments:

20210209\_Resolution 11-2021 OPG Holdsworth Partners - low income housing tax credit program.pdf

20210209\_Presentation\_OPG proposed multifamily project Holdsworth Kerrville.pdf

- 6.B. Appeal for waiver request for the consideration of a Planned Development zoning (district) request for property located on the corner of Quinlan Street and McFarland Street, such property less than the 5 acre minimum size requirement.

Attachments:

20210209\_aerial\_Quinlan St & McFarland St.pdf

20210209\_development plans.pdf

- 6.C. Agenda distribution timeframes and City Council regular meetings date and time. Requested by Councilmember Clarkson and Councilmember Cochrane.

**7 ITEMS FOR FUTURE AGENDAS:**

*City Council may suggest items or topics for future agendas.*

**8 BOARD APPOINTMENTS:**

- 8.A. Library Advisory Board member.

- 8.B. Representative of the City of Kerrville for the Playhouse 2000 Board of Directors.

**9 EXECUTIVE SESSION:**

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

- 9.A. West Texas Aggregate, LLC, Air Quality Standard Permit for Permanent Rock and Concrete Crushers, Registration Number 163301 (551.071).

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

**ADJOURN.**





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

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**SUBJECT:** Meritorious Acts by a Citizen- Amber Hneidy.

**AGENDA DATE OF:** February 9, 2021      **DATE SUBMITTED:** Jan 29, 2021

**SUBMITTED BY:** Chris McCall

**EXHIBITS:** [20210209\\_Citizen Recognition\\_Hneidy.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:**

In the month of January, Officer responded to Peterson Regional Medical Center for a report of an assault. Upon arrival, Officers met with the victim and her friend Amber Hneidy.

Officer observed the victim to have several serious injuries, to include lacerations to the head and right arm, swelling to the face, arms, chest and back.

Ms. Hneidy told officers she was on her way home when she received a call from her friend. Upon answering the telephone call she could hear her friend screaming "he is hitting me" and she heard what sounded like a fight in the back ground. The phone disconnected so she drove to her friends residence.

When Ms. Hneidy arrived she could hear screaming coming from inside the residence, so she attempted to make entry into the residence. The door was locked, so she grabbed a tire iron and pried the door open. Upon entering the residence, Amber observed the suspect kicking her friend in the head while she was on the floor. At this point her friend was covered in blood and she began to defend her friend by threatening the suspect with

the tire iron. This action gave her enough time to grab her friend and begin dragging her to the door. As she was dragging the victim to safety, the suspect continued to kick the victim. Ms. Hneidy got the victim to her car all while fighting off the suspect. Once in the car she drove the victim to Peterson Regional Medical Center for treatment. The officer who responded and investigated this incident believe that if Amber Hneidy had not act as quickly as she did, the outcome of the assault could have been much worse.

For her quick actions and bravery, the Kerrville Police Department is recognizing Amber Hneidy with the "Meritorious Acts by a Citizen" award for her bravery and heroism during this incident.

**RECOMMENDED ACTION:**

Recognition.



# *CITIZEN'S CERTIFICATE OF MERIT*

KERRVILLE POLICE DEPARTMENT

*Presented to*

*Amber Hneidy*

*Meritorious Act of Bravery  
and Heroism by a Citizen.*

*February 9, 2021*

DATE

*Chris McEl*

CHIEF OF POLICE







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

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**SUBJECT:** Meritorious Acts by a Citizen- Cody Langehennig.

**AGENDA DATE OF:** February 9, 2021      **DATE SUBMITTED:** Jan 29, 2021

**SUBMITTED BY:** Chris McCall

**EXHIBITS:** [20210209\\_Citizen Recognition\\_Langehennig.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:**

Officers responded to a disturbance at the Subway restaurant, located at 207 Sidney Baker South. When officers responded they observed Cody Langehennig, who has a license to carry a handgun in the State of Texas, standing near the front windows of the store, pointing a gun at who was later identified as the suspect who was wielding a large hunting knife. A victim with multiple stab wounds was also located sitting on the floor nearby.

During the incident leading up to Officers being dispatched, witnesses stated the stabbing victim and suspect had gotten into a verbal argument while standing in line, which turned physical. Mr. Langehenning attempted to stop the fight, when he observed the suspect to have a large hunting knife with which he began to stab the victim. Mr. Langehennig ran out to his vehicle and retrieved his handgun. He then returned into the restaurant and pointed his handgun at the suspect. These actions stopped the suspect from further assaulting the victim. Due to the intense and volatile situation, Mr. Langehenning observed the victim needed medical help and removed his belt and tossed it to the victim to utilize as a

tourniquet on his leg. Mr. Langehenning's quick thinking and lack of hesitation to intervene while also putting his own life in danger, prevented further injury and likely saved the life of the victim.

The Kerrville Police Department would like to recognize the bravery and heroism shown on this day by Mr. Langehennig by presenting him with the "Citizens Meritorious Act" Award for bravery and selfless action during this incident.

**RECOMMENDED ACTION:**

Recognition.



# *CITIZEN'S CERTIFICATE OF MERIT*

KERRVILLE POLICE DEPARTMENT

*Presented to*

*Cody Langehennig*

*Meritorious Act of Bravery  
and Heroism by a Citizen.*

*February 9, 2021*

DATE

*Chris McNeal*

CHIEF OF POLICE







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

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**SUBJECT:** TIRZ Annual Report.

**AGENDA DATE OF:** February 9, 2021      **DATE SUBMITTED:** Jan 27, 2021

**SUBMITTED BY:** Amy Dozier

**EXHIBITS:** [210209\\_Presentation\\_TIRZ annual report.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>	D - Downtown Revitalization
<b>Guiding Principle</b>	D7. Encourage reinvestment in Downtown businesses by identifying and addressing regulatory hurdles and providing incentives to attract development consistent with the community's vision
<b>Action Item</b>	D7.2 - Create a tax increment reinvestment zone (TIRZ) for the Downtown to support revitalization

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**SUMMARY STATEMENT:**

See attached annual report.

**RECOMMENDED ACTION:**

No action; information only.

**City of Kerrville**  
**Tax Increment Reinvestment Zone #1**  
**Annual Report**  
**Fiscal Year Ended September 30, 2020**



## **Annual Report Requirements**

Texas state law requires the governing body of the municipality that created the TIRZ to submit an annual report to the chief executive officer of each taxing unit that levies taxes on property within the zone. The report must be provided within 150 days of the end of the city's fiscal year. The report must include the following items:

1. The amount and source of revenue in the tax increment fund established for the zone;
2. The amount and purpose of expenditures from the fund;
3. The amount of principal and interest due on outstanding bonded indebtedness;
4. The tax increment base and current captured appraised value retained by the zone;
5. The captured appraised value shared by the city and other taxing units;
6. The total amount of tax increments received; and
7. Any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the city.

A copy of the above report must be sent to the Texas State Comptroller's Office.

## **What is Tax Increment Financing (TIF)?**

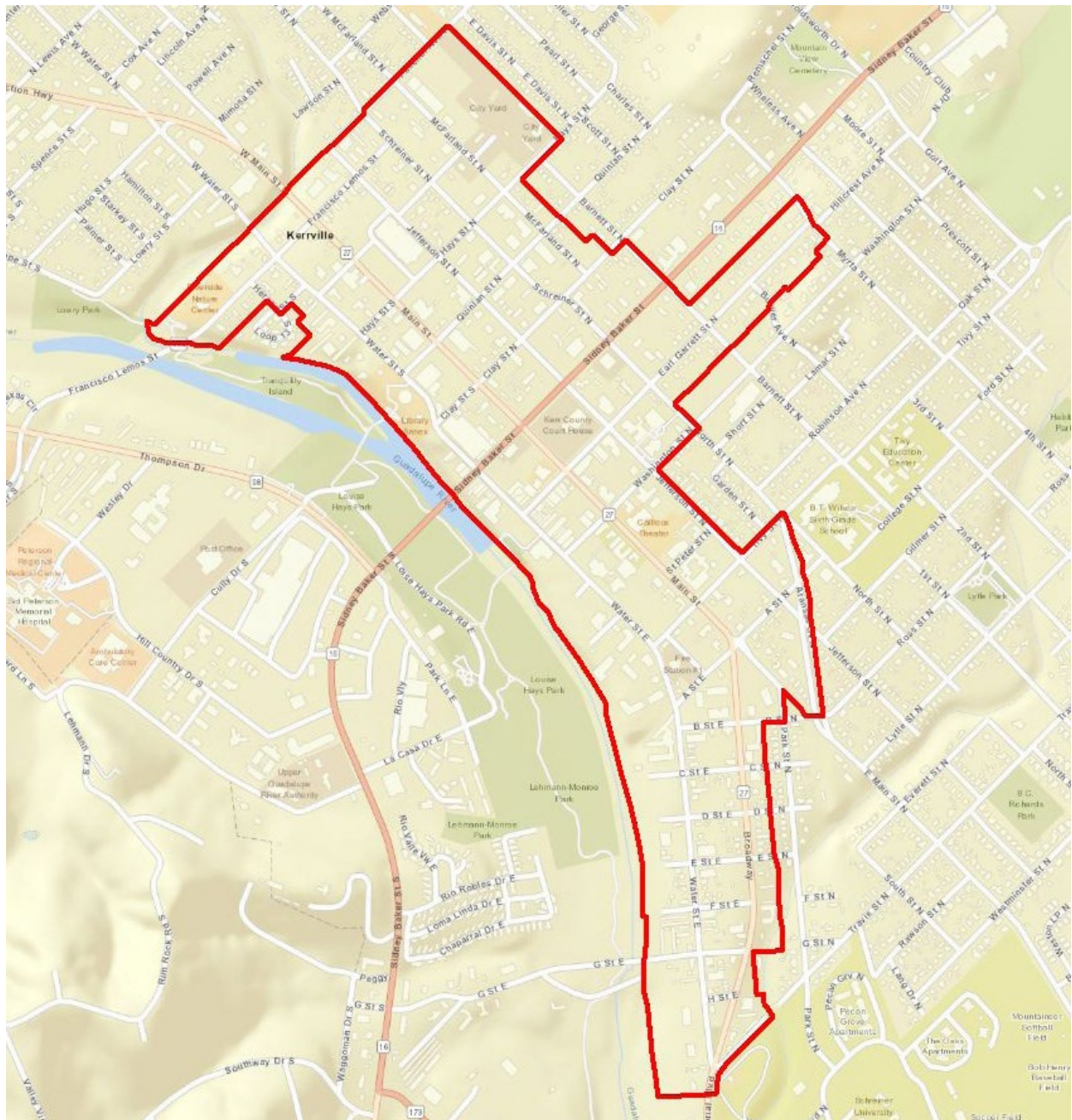
Tax Increment Financing (TIF) is a tool to help finance public improvements and development projects within a defined area. A municipality makes an area eligible for TIF by designating it a Tax Increment Reinvestment Zone (TIRZ). Within the designated zone all of the incremental tax revenue growth flows to an established tax increment fund to help pay for public improvements within the zone.

Following incremental growth in property values, and the collection of tax revenue in the established TIRZ fund, the TIRZ board and the City Council disburse funds to promote revitalization efforts within the zone. While TIRZ's are generally established by cities, other taxing jurisdictions such as a county or junior college are allowed to participate in the zone at their own discretion.

## **City of Kerrville Tax Increment Reinvestment Zone #1**

The City of Kerrville Tax Increment Reinvestment Zone Number One (TIRZ #1) was established in 2018 and is comprised of approximately 477 acres. TIRZ #1 is contiguous, and is generally bound by Paschal Avenue to the northwest, the Guadalupe River to the west, Travis Street to the south, and Barnett Street and Aransas Street to the east.

TIRZ #1 was designed to encourage private investment in downtown Kerrville, create new taxable value, and increase economic activity. The project and financing plan outlines the funding of public improvements related to streets, water and sewer improvements, parks and open spaces, and economic development grants. The TIRZ can fund these improvements through the contribution of the City's real property tax increment within the zone.



City of Kerrville Tax Increment Reinvestment Zone #1



## Tax Increment Revenue Overview

TIRZ #1 was established in 2018 with a real property freeze adjusted taxable base value of \$97,488,489. The City of Kerrville agreed to contribute 100% of its incremental real property tax revenue to the TIRZ #1 fund until the TIRZ terminates December 31, 2049.

Fiscal Year 2020 was the first year of revenue capture. Property taxes of \$22,899 were collected in addition to interest income of \$16. There were no expenditures, so the fund balance as of September 30, 2020 was \$22,915. The FY2021 budget anticipates collecting \$49,461 in property tax increment revenue and \$150 in interest income. No expenditures are budgeted for FY2021, which would result in an ending fund balance of \$72,526.

	<b>FY2020 Actual</b>	<b>FY2021 Budget</b>
<b>Beginning Restricted Fund Balance</b>	<b>\$ -</b>	<b>\$ 22,915</b>
<b>Revenues</b>		
Property Tax	22,899	49,461
<b>Total Tax Revenue</b>	<b>22,899</b>	<b>49,461</b>
Interest Revenue	16	150
<b>Total Interest and Miscellaneous</b>	<b>16</b>	<b>150</b>
<b>Total Revenues</b>	<b>22,915</b>	<b>49,611</b>
<b>Expenditures</b>		
	-	-
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>
<b>Net Revenue (Expenditures)</b>	<b>22,915</b>	<b>49,611</b>
<b>Ending Restricted Fund Balance</b>	<b>\$ 22,915</b>	<b>\$ 72,526</b>

## Required Annual Reporting For the Year Ended September 30, 2020

**1. Amount and source of revenue:**

Property Tax	\$ 22,899
Interest Income	16
Total Revenue	\$ 22,915

**2. Amount and purpose of expenditures:**

Total Expenditures	\$0
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**3. Budgeted amount of principal and interest due on outstanding bonded indebtedness: \$0**

**4. Appraised value (freeze adjusted taxable):**

FY2020	104,689,315
Base Year (FY2019)	97,488,489
Increment	7,200,826

**5. Captured appraised value shared by the city and other taxing units:**

Entity	2019 Tax Rate	Participation	Participation Rate	FY2020 TIRZ Contribution
City of Kerrville	0.5400	100%	0.5400	\$22,899
Kerr County	0.4827	0%	0	0
Kerr County Lateral Roads	0.0323	0%	0	0
Kerrville ISD	1.1700	0%	0	0
UGRA	0.0214	0%	0	0
Headwaters Groundwater Conservation District	0.0074	0%	0	0
<b>TOTAL</b>	<b>2.2538</b>		<b>0.5400</b>	<b>\$22,899</b>

**6. Total amount of tax increment received:**

	Tax Levied	Tax Collected	Collection rate
FY2020	\$ 572,059	\$ 565,136	98.79%
Base Year (FY2019)	552,969	542,237	98.06%
Increment	\$ 19,090	\$ 22,899	

## Budget For the Year Ended September 30, 2021

**1. Budgeted amount and source of revenue:**

Property Tax	\$ 49,461
Interest Income	<u>150</u>
Total Revenue	49,611

**2. Budgeted amount and purpose of expenditures:**

Total Expenditures	\$0
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**3. Budgeted amount of principal and interest due on outstanding bonded indebtedness: \$0**

**4. Appraised value (freeze adjusted taxable):**

FY2021	114,808,401
Base Year (FY2019)	<u>97,488,489</u>
Increment	17,319,912

**5. Captured appraised value shared by the city and other taxing units:**

Entity	2020 Tax Rate	Participation	Participation Rate	Budgeted FY2021 TIRZ Contribution
City of Kerrville	0.5116	100%	0.5116	\$49,461
Kerr County	0.4459	0%	0	0
Kerr County Lateral Roads	0.0298	0%	0	0
Kerrville ISD	1.1150	0%	0	0
UGRA	0.0195	0%	0	0
Headwaters Groundwater Conservation District	0.0073	0%	0	0
<b>TOTAL</b>	<b>2.1291</b>		<b>0.5116</b>	<b>\$49,461</b>

**6. Total amount of tax increment budgeted to be received:**

	Projected Collections
FY2021	\$ 602,430
Base Year (FY2019)	<u>552,969</u>
Increment	\$ 49,461



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

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**SUBJECT:** City's ongoing preparedness and response to COVID-19 (Coronavirus).

**AGENDA DATE OF:** February 9, 2021      **DATE SUBMITTED:** Jan 27, 2021

**SUBMITTED BY:** Eric Maloney

**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

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**SUMMARY STATEMENT:**

On-going responsiveness to changing conditions and situations.

**RECOMMENDED ACTION:**

None at this time.



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

**SUBJECT:** Community Service Agreement between the City of Kerrville, Texas and the Doyle School Community Center for renovation of the Doyle School Community Center.

**AGENDA DATE OF:** February 9, 2021      **DATE SUBMITTED:** Jan 26, 2021

**SUBMITTED BY:** Guillermo Garcia

**EXHIBITS:** [20210209\\_Agreement\\_Community Service Agreement with Doyle Community Center.pdf](#)  
[20210129\\_Exhibit A\\_Doyle School Community Center.pdf](#)

<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

<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	C - Community / Neighborhood Character and Place Making
<b>Guiding Principle</b>	C4. Promote design that is in keeping with Kerrville, its natural beauty, history, culture and diversity using art, landscaping and other aesthetic features, including "random order" (sameness that doesn't seem forced); encourage design that promotes interaction, a sense of community and gatherings
<b>Action Item</b>	C4.8 - When and where reasonable, promote the preservation and/ or renovation of historic homes/buildings by offering incentives and/or tax breaks

**SUMMARY STATEMENT:**

The Doyle School Community Center, located at 110 West Barnett, approached the City for assistance with the renovation fees associated with the Doyle School Community Center enhancements that will provide a more efficient and functional building for the community. The renovation as indicated will include a new ceiling, insulation, waterlines, HVAC, wet-pipe fire sprinkler system, electrical work and renovation of the kitchen and dining area, interior demolition, flooring, and grease traps. The Community Service



Agreement was drafted to waive the anticipated Building, Electrical, Plumbing, and Mechanical fees associated with this project, although the specifics of that monetary amount is unknown at this time. This agreement is structured in a similar way to other Community Service Agreements that the City has with other non-profit entities that the City partners with to provide various community services identified in the Kerrville 2050 Comprehensive Plan.

**RECOMMENDED ACTION:**

Authorize the City Manager to finalize and execute agreement.

**COMMUNITY SERVICES AGREEMENT BY AND BETWEEN  
THE CITY OF KERRVILLE, TEXAS, AND THE DOYLE  
SCHOOL COMMUNITY CENTER, INC. FOR RENOVATION OF  
THE DOYLE SCHOOL COMMUNITY CENTER**

This Community Services Agreement ("Agreement") is entered into by and between the **City of Kerrville, Texas**, a home-rule municipality with its offices located at City Hall, 701 Main Street, in the City of Kerrville, Texas ("CITY"); and **Doyle School Community Center, Inc.** whose mailing address, 110 W. Barnett Street Kerrville, Texas 78028 ("SERVICE ORGANIZATION").

**WITNESSETH**

**WHEREAS**, SERVICE ORGANIZATION possesses specialized expertise, personnel, property, and/or training necessary to provide certain community-based specialized services unique to the organization; and,

**WHEREAS**, CITY desires to enter into this Agreement with the SERVICE ORGANIZATION to provide such specialized services to the CITY and its citizens; and,

**WHEREAS**, SERVICE ORGANIZATION will provide certain specialized services as described herein and as further described in the SERVICE ORGANIZATION's mission statement to the community that will benefit the CITY by providing specialized services: 1) for which the CITY has limited or no expertise; 2) in a more efficient manner and at a lower cost; and 3) under a recognized name and as a recognized resource within the community; and,

**WHEREAS**, City Council finds and determines that contracting with said SERVICE ORGANIZATION will benefit the health, safety, and welfare of the citizens of the City of Kerrville in the furtherance of a public purpose;

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THESE PREMISES** and the mutual consideration as set out herein, CITY and SERVICE ORGANIZATION agree as follows:

**I. Obligation to Provide Services**

SERVICE ORGANIZATION shall provide the following services to CITY and its citizens as set forth in more detail in the Request for Funding documents attached hereto and incorporated herein as **Exhibit A** during the term of this Agreement:

Continue operating as a neighborhood community center, to include the provision of services such as education, training, and a health clinic.

## **II. Funding**

For and in consideration of these services, CITY agrees to provide the following to SERVICE ORGANIZATION:

City shall waive all fees related to the renovation of the SERVICE ORGANIZATION's building located at 110 W. Barnet St., such fees to include all applications for building, electrical, plumbing, and mechanical permits associated with this project and the subsequent inspections.

## **III. Reporting**

No later than ninety (90) days prior to the termination of this Agreement as provided herein, SERVICE ORGANIZATION shall provide to CITY the following information in writing:

1. A financial statement, in such detail and containing such information as CITY may require;
2. A report of the number of people served, including City residents, and directly benefitted by the services provided under this Agreement during the previous nine (9) months of services, or such other similar information as the CITY may require; and
3. Any other information which CITY may reasonably require.

## **IV. Agreement Term**

This Agreement shall begin on February 10, 2021, and terminate on December 31, 2021, unless terminated earlier as provided herein.

## **V. Termination**

This Agreement may be terminated by either party hereto at any time upon ten (10) days written notice of termination to the other party. Such notice may be delivered personally to the address shown in this agreement or by forwarding said notice to the other party by certified mail, return receipt requested and shall be effective ten (10) days following receipt thereof by the other party. If the SERVICE ORGANIZATION terminates the Agreement prior to providing all the services required herein or the end of the term, the SERVICE ORGANIZATION shall refund

all funds previously provided to it by CITY, unless CITY agrees otherwise.

#### **VI. Release/Indemnification**

BY ENTERING INTO THIS AGREEMENT, THE SERVICE ORGANIZATION EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY OF KERRVILLE, TEXAS AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL DAMAGES, INJURIES, INCLUDING DEATH; CLAIMS; PROPERTY DAMAGES, INCLUDING LOSS OF USE; LOSSES; DEMANDS; PENALTIES; SUITS; JUDGMENTS AND COSTS, INCLUDING ATTORNEY'S FEES AND EXPENSES; IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE SERVICE ORGANIZATION'S ACTIVITIES OR SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR CAUSED BY THE NEGLIGENCE, ERRORS, OMISSIONS, OR INTENTIONAL WRONGFUL ACTS OF THE SERVICE ORGANIZATION OR THE SERVICE ORGANIZATION'S OWNERS, OFFICERS, EMPLOYEES, OR AGENTS.

#### **VII. NO WAIVER OF IMMUNITY**

It is expressly understood and agreed that under this Agreement CITY does not waive, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

#### **VIII. Coordination/Independent Contractor**

SERVICE ORGANIZATION's Rev. Allen Noah, or designated representative, and CITY's City Manager, or designated representative, shall coordinate, as needed, toward efforts to ensure effective implementation of this Agreement. SERVICE ORGANIZATION shall be considered for all purposes under this Agreement an independent contractor and not an employee, agent, employee, or other representative of CITY. Nothing in this Agreement shall change the SERVICE ORGANIZATION's independent contractor status or create any kind of joint enterprise between SERVICE ORGANIZATION and CITY.

#### **IX. NOTICES**

Any notices due under the provisions of this Agreement shall be made in writing and shall be addressed to the following:

**CITY:**

City of Kerrville  
City Manager's Office  
701 Main Street  
Kerrville, Texas 78028  
Office: (830) 258-1105  
Fax: (830) 792-3850

**SERVICE ORGANIZATION:**

Doyle School Community Center  
Director  
110 W. Barnett Street  
Kerrville, Texas 78028  
Telephone: (830) 257-4446

**X. Miscellaneous**

**A. Assignment.** This Agreement may be assigned by SERVICE ORGANIZATION only with the express written consent of the City Manager.

**B. Venue.** SERVICE ORGANIZATION and CITY agree that the services provided under this Agreement are to be performed within Kerr County, Texas, and venue for any and all legal actions arising under this Agreement, if any, shall lie exclusively in the State Courts of Kerr County, Texas and in the Federal Courts for the Western District of Texas.

**C. Severability.** This Agreement, and every provision hereof, shall be considered severable and the invalidity or partial invalidity of any section, clause, or provisions of this Agreement shall not affect the validity of any other portion of this Agreement.

**D. Amendment.** This Agreement may be amended or modified by the mutual agreement of both parties in writing, such writing to be attached hereto and incorporated into this Agreement.

**E. Entire Agreement.** This Agreement contains all commitments and obligations of the parties and represents the entire Agreement of said parties. No verbal or written conditions not contained herein shall have any force or effect to alter any term of this Agreement.

**F. Authority.** This Agreement shall be executed by the duly authorized official(s) of SERVICE ORGANIZATION and CITY as expressed in the approving resolution or order of the governing body of such party.

**G. Headings.** The captions, numbering sequences, titles, paragraph headings, punctuation, and organization used in this Agreement are for convenience



only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part of it.

**H. Understanding, Fair Construction.** By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party. This Agreement shall be interpreted exclusively under the laws and ordinances of the State of Texas and the City.

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF KERRVILLE, TEXAS**

**DOYLE SCHOOL COMMUNITY CENTER**

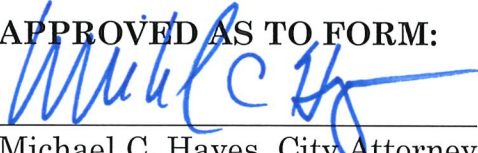
\_\_\_\_\_  
Mark McDaniel, City Manager

\_\_\_\_\_  
Director

**ATTEST:**

\_\_\_\_\_  
Shelley McElhannon, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Michael C. Hayes, City Attorney

L:\Legal\Contracts-General\Doyle Community Center\Agreement with Doyle School Comm Ctr\_Renovation\_012821.docx

## Exhibit A

### Doyle School Community Center

The Doyle School Community Center is located at 110 W Barnett St, Kerrville TX. The School began as an African-American School in 1909. The School saw growth from 25 students and a one-room school to a school with three classrooms, an auditorium, and other functions that support athletic teams, cheerleaders, a choir, and a marching band. Eventually, the School would be re-organized as the Doyle School Community Center. The overall mission of the 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. To achieve this mission statement the Doyle School Community Center has developed a plan to renovate.

The renovations will improve the center's ability to provide services for the community. Kay Tally-Foos has indicated in the Hill Country Community Journal, "The HVAC, fire system and most of the electrical system will be replaced...The kitchen will have a new door to the hall; more counter space, lockable pantry, ice machine, counter-top range, a commercial refrigerator, and a three-hole sink...The health clinic will have a waiting room, an 'intake' area, and a clinic room, probably about three times the size of the temporary..." She further indicated, "We are planning for the functionality of 2020 but with aspects of the of the heritage of the building."

The Hill Country Community Journal article can be found at

[https://www.hccommunityjournal.com/article\\_e0797a3c-1e0c-11eb-a274-e3152f6c5f96.html](https://www.hccommunityjournal.com/article_e0797a3c-1e0c-11eb-a274-e3152f6c5f96.html)



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

---

**SUBJECT:** License agreement between the City of Kerrville and the Kerrville Farmer's Market.

**AGENDA DATE OF:** February 9, 2021      **DATE SUBMITTED:** Jan 28, 2021

**SUBMITTED BY:** Kim Meisner

**EXHIBITS:** [20210209\\_Agreement\\_Kerrville Farmers Market.pdf](#)

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

**PAYMENT TO BE MADE TO:** -

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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>	D4.1 - Evaluate the feasibility of creating a new Arts and Culture District Overlay with appropriate design standards and guidelines, and amend City ordinances as necessary

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**SUMMARY STATEMENT:**

Downtown revitalization was identified as a key priority item in the Kerrville 2050 plan. The Farmers Market, located at the A.C. Schreiner house, provides a venue for the community to gather and increases visitor traffic to the downtown area.

There is an agreement that was approved by City Council in 2018 that contained a provision for the City to make a one-time payment to the Farmer's Market of \$3,000.00 (payable in two equal payments) and to automatically renew the agreement for a one-year term, for a maximum of three (3) such one-year terms. The \$3,000.00 was discussed recently with the Farmer's Market and it was determined that the intent was for that to be a one-time, non-renewable payment.

There is also Resolution #12-2018, that waived the following fees: use permit for the City's Butt-Holdsworth Memorial Library Campus; special event permit, health permit(s) for food vendors; and fire department (Fire Marshal permit(s), to include use of tents. Fees not waived include: associated fees if Police Officers are required or requested to be present.

In addition, there is a 1st Amendment to the agreement in 2019 that allowed for use of the Carriage House and added that the Farmer's Market would be responsible for set up and tear down related to use of the Butt-Holdsworth Memorial Library's campus, more specifically the grounds of the A.C. Schreiner House.

The agreement that is being presented for your consideration consolidates all of these documents, provisions, and discussions into one new agreement.

**RECOMMENDED ACTION:**

Approval of the new agreement between the City of Kerrville and the Kerrville Farmer's Market.

## **NONEXCLUSIVE LICENSE AGREEMENT BETWEEN THE CITY OF KERRVILLE, TEXAS AND THE KERRVILLE FARMERS MARKET**

This Nonexclusive License and Funding Agreement ("Agreement") is made and entered into by and between the **CITY OF KERRVILLE, TEXAS** ("City"), and the **KERRVILLE FARMERS MARKET** ("Licensee"), as follows:

**1. Grant of Nonexclusive License.** In consideration of and subject to the terms, provisions, and covenants herein contained, City hereby grants to Licensee a nonexclusive license to use the property next to the City's Butt Holdsworth Memorial Library ("BHML"), which contains the A.C. Schreiner House, is addressed as 529 Water Street, and is located within the City of Kerrville, Kerr County, Texas ("Licensed Premises"). The Licensed Premises is depicted on the survey attached as **Exhibit A**, and consists of a part of the grounds surrounding the home, which in turn makes up a portion of what the City refers to as the BHML Campus. The Licensed Premises includes the building referred to as the "Carriage House", which is specified on **Exhibit A**; however, Licensee's use is limited to the storage of its personal property and supplies related to its uses as specified by Section 6, below. Licensee shall provide a specific schedule of its use of the Licensed Premises, including the dates and hours, to City at the execution of this Agreement and on or before April 1 of each year of this Agreement. In general, and excepting its storage at the Carriage House, Licensee may use the Licensed Premises each Friday, beginning generally at 3:00 PM.

**2. Reports and Records.** At the request of the City Manager, Licensee shall furnish information concerning Licensee's operations and finances to City. Licensee shall provide such information to City within thirty (30) days of its request.

**3. Term.** This Agreement shall become effective on February 1, 2021, and shall terminate on January 31, 2022 ("Initial Term"), subject to renewal or earlier termination as provided herein.

**4. Renewal.** This Agreement may automatically renew for a one-year term, for a maximum of three (3) such one-year terms. Not later than ninety (90) days prior to the end of the Initial Term, or any one-year term thereafter, the parties may agree in writing to extend the term an additional year. Any such renewal shall provide the same terms and conditions as the Initial Term. If no renewal agreement is entered into prior to the end of the Initial Term or any annual term, this Agreement shall expire and terminate and be of no force and effect provided that Licensee is not in default hereunder.

**5. Termination Election.** City and Licensee each shall have the right, either with or without cause and at any time, to terminate this Agreement upon not less than thirty (30) days prior written notice to the other party. Upon such termination, City and Licensee shall be relieved of all further obligations hereunder except only for obligations accruing prior to the effective date of termination.

**6. Use.** Licensee shall comply with and perform the following with respect to its use of the Licensed Premises:

- a. Licensee may use the Licensed Premises pursuant to activities associated with a farmers market, including the staging of vendor booths, product displays, and sales.
- b. Licensee agrees that at all times all persons and activities will be adequately supervised by an adult.
- c. Licensee shall not permit smoking or vaping by its vendors, participants, or guests.
- d. Licensee is authorized to allow for the sale, consumption, and display of alcohol. Licensee shall comply with all rules of the Texas Alcoholic Beverage Commission (TABC) with respect to the sale and consumption of alcohol, to include the receipt of appropriate license(s) for its activities.
- e. Licensee shall abide by all rules that the City has adopted for use of the Licensed Premises. The City shall provide any such rules to the Licensee.
- f. Licensee shall be solely responsible for the set up and tear down related to these uses and shall be responsible for providing traffic control in accordance with City policies and protocols through the City's Police Department.

**7. City's Contributions.** City shall provide the following equipment and services to Licensee in conjunction with its operation of a farmers market:

- a. Pursuant to the schedule provided to City pursuant to Section 1, above, City shall allow the Licensee to use the following property of the City: available tables and trash cans as determined by the City's Library Director. City will make the equipment available to Licensee at the Licensed Premises with enough time to allow for setup and staging by Licensee. Should the property be broken or destroyed during the event, City is not obligated to replace any such items or provide an equal amount to Licensee.
- b. City shall provide notice to the public of the farmers market, which may include a press release, website notice, utility bills, and displays in downtown on property owned by City. The way(s) that City provides any such notice is in City's sole discretion.
- c. City shall obtain and make available porta-johns for use by operators, vendors, and customers of the farmers market, the number of such will be determined by City in its sole discretion.
- d. City shall provide barricades to prevent vehicular access to the Licensed Premises.
- e. City shall provide access to electricity as located at the Licensed Premises.
- f. Where necessary, City shall provide a letter of approval to Licensee pursuant to its application for a permit with the Texas Alcoholic and Beverage Commission.
- g. City's point of contact to Licensee is the Library Director. Where such person is unavailable, Licensee may contact the Assistant Library Director. City shall provide Licensee with contact information for both.

- h. Additionally, and subject to approval of the City Manager, City may from time to time provide in-kind services and equipment for related Licensee events at other scheduled times either at the Licensed Premises or in the general vicinity of the downtown area of the City.

**8. Insurance.** Licensee shall purchase public liability and casualty insurance from an insurance company licensed to do business in the State of Texas. City's Executive Director for General Operations must approve the policy. The policy shall be in the amount of \$500,000 per person and \$1,000,000.00 per occurrence and covering the Licensed Premises for the duration of Licensee's use of the Premises. Upon execution of this Agreement, Licensee shall provide City's Executive Director for General Operations with a copy of the insurance policies required hereby, showing premium prepaid for the period covered. In the event of failure by Licensee to keep such insurance in effect, City may immediately terminate the Agreement, followed by notice Licensee. The public liability and casualty insurance policies shall name City as an "additional insured". All policies shall include a waiver of subrogation provision in favor of City. The policy and any renewal certificate shall provide that the City be notified thirty (30) days prior to cancellation or modification of any coverage. Language to the effect that the insurance company will "endeavor" or "attempt" to so notify the City is not sufficient. Renewal certificates must be received by the City at least ten (10) days prior to expiration date. Policies will be in effect for the entire term of this Agreement and any renewals.

**9. Alterations and Improvements.** Licensee does not have the right to make any alterations, additions, or improvements to the Licensed Premises without the written approval of the City Manager, or designee.

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

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

**12. INDEMNIFICATION.** LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS OFFICIALS, EMPLOYEES, AND AGENTS HARMLESS OF AND FROM ALL CLAIMS, DEMANDS, LIABILITY, LOSS, COST AND EXPENSE (INCLUDING ATTORNEY'S FEES AND COST OF LITIGATION) IN ANY MANNER ARISING OUT OF OR RESULTING FROM LICENSEE'S OPERATIONS, LICENSEE'S USE OF THE LICENSED PREMISES OR THE EXISTENCE OF LICENSEE AND LICENSEE'S IMPROVEMENTS AND PERSONALTY ON THE PREMISES, INCLUDING BUT NOT LIMITED TO ANY AND ALL LIABILITY, LOSS, COST AND



**EXPENSE ARISING FROM CLAIMS OR DEMANDS BY LICENSEE'S AGENTS OR PARTICIPANTS.**

**13. Assignment or Sublicense.** Licensee may not assign or sublicense the Licensed Premises or any of its rights hereunder, in whole or in part, without the express prior written consent of City.

**14. Casualty.** In the event of property damage caused by Licensee or its participants, Licensee shall restore all damaged improvements within thirty (30) days thereafter. Insurance proceeds from any claims with Licensee's insurance carrier will be made available for such repairs.

**15. Performance by City.** If Licensee fails to perform its obligation, City may (at its option) perform such obligations and Licensee shall pay to City upon demand all costs and expenses incurred by City.

**16. No Other Relationship/Termination of Previous Agreement.** This Agreement constitutes the entire agreement between City and Licensee. Nothing contained herein shall be construed to create any principal/agent, employer/employee, joint venture, partnership or other arrangement between City and Licensee. In addition, the Nonexclusive License Agreement authorized by the City on or about December 1, 2018, as amended, with Licensee and concerning the same subject matter, is hereby terminated in accordance with its provisions.

**17. Default.** If either party hereto shall fail to perform any obligation of such party as herein set forth, and such failure shall continue for a period of (10) days after written notice of default (except for Licensee's insurance obligations above provided, for which no notice or opportunity to cure shall be given) the party not in default shall have the right, at such party's option, and in addition to any other remedies available at law or in equity, to terminate this Agreement by notice to the party in default. The failure of either party to declare any default immediately upon the occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but such party shall have the right to declare any such default at any time and take such action as might be authorized hereunder or that may be available at laws or in equity.

**18. Notice.** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States mail, postage prepaid, or certified mail, return receipt requested, addressed to the parties hereto at their respective addresses as set forth below or at such other address as they have heretofore specified by written notice delivered in accordance with the terms hereof:

City: City of Kerrville, Texas  
Attention: Library Director  
City Hall, 701 Main Street  
Kerrville, Texas 78028  
(830) 258-1270  
[danielle.brigati@kerrvilletx.gov](mailto:danielle.brigati@kerrvilletx.gov)

Licensee: Kerrville Farmers Market  
Attention: Kayte Graham, Market Coordinator  
542 Kelly Street  
Center Point, Texas 78010  
(830) 928-4161  
[kerrvillefm@gmail.com](mailto:kerrvillefm@gmail.com)

**19. Fees.** Pursuant to the public benefits that the City and community receives from the staging and offering of the farmers market, the City shall waive the following fees:

- a. Use permit for use of the Licensed Premises;
- b. Special Event Permit;
- c. Health permit(s) for food vendors; and
- d. Fire Department (Fire Marshal) permit(s), to include use of tents.

City is not waiving the fee associated with the use of a Police Officer(s) for traffic control, as required by Section 6, above.


**20. Approval Authority.** In this Agreement, wherever an act requires approval by or consent of City, such approval or consent may be obtained from the Library Director, unless City notifies Licensee of a change.

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

**22. Prohibition against business with Iran, Sudan or foreign terrorist organization.** Kerrville Farmers Market hereby verifies the following per Section 2270.02, Texas Government Code:

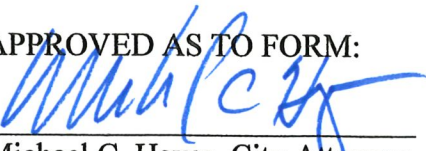
1. Kerrville Farmers Market does not boycott Israel; and
2. Kerrville Farmers Market will not boycott Israel during the term of the Agreement.

Kerrville Farmers Market warrants, covenants, and represents that Kerrville Farmers Market is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

By:   
Kayte Graham, Market Coordinator  
Date: 2/2/2021

By: \_\_\_\_\_  
Mark L. McDaniel, City Manager  
Date: \_\_\_\_\_

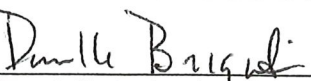
APPROVED AS TO FORM:

  
Michael C. Hayes, City Attorney

ATTEST:

\_\_\_\_\_  
Shelley McElhannon, City Secretary

APPROVED AS TO CONTENT:

  
Danielle Brigati, Library Director



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

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**SUBJECT:** Minutes for the City Council meeting held January 26, 2021.

**AGENDA DATE OF:** February 9, 2021      **DATE SUBMITTED:** Jan 27, 2021

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20210209\\_Minutes\\_City Council meeting minutes 1-26-21.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 for the City Council meeting held January 26, 2021 at 6:00 p.m.

**RECOMMENDED ACTION:**

Approve minutes as presented.

**CITY COUNCIL MINUTES  
REGULAR MEETING**

**KERRVILLE, TEXAS  
JANUARY 26, 2021**

On January 26, 2021, at 6:00 p.m. the meeting was called to order by Mayor Bill Blackburn at the Cailloux City Center, 910 Main Street. Councilmember Brenda Hughes requested a moment of silence for the victims of Covid, provided the invocation, and led the Pledge of Allegiance.

**COUNCILMEMBERS PRESENT:**

Bill Blackburn	Mayor
Kim Clarkson	Mayor Pro Tem
Gary Cochrane	Councilmember
Judy Eychner	Councilmember
Brenda Hughes	Councilmember

**COUNCILMEMBER ABSENT:** None

**CITY EXECUTIVE STAFF:**

Mark McDaniel	City Manager	Danielle Brigati, Library Director
E.A. Hoppe	Deputy City Manager	Amy Dozier, Chief Financial Officer
Mike Hayes	City Attorney	Eric Maloney Fire Chief
Shelley McElhannon	City Secretary	Kim Meisner, Exec Dir General Ops
Stuart Barron	Director of Public Works	Drew Paxton, Planning Director
Ashlea Boyle	Director of Parks & Rec	

**VISITORS PRESENT:** A list of the citizen speakers present during the meeting is on file in the City Secretary's Office for the required retention period. In addition, a Zoom webinar was offered.

**1. ANNOUNCEMENTS OF COMMUNITY INTEREST:**

No announcements of community interest were presented.

**2. PRESENTATIONS:**

2A. Kerrville Kindness award.

Mayor Blackburn presented the Kerrville Kindness award to the Blue Santa program, represented by Dr. William Bergen, Rose Bradshaw, Tom Liken, Amy McNett, Brenda Smith, and Jeff Smith.

2.B. Recognition and commendations for termed Board members.

Mayor Blackburn gave recognition to the following termed Board members: Garrett Harmon, Planning & Zoning Commission; Robert Ogle, Senior Services Advisory Committee; Monty Rush, Food Service Advisory Board; Dale Trees, Recovery Community Coalition; Seth White, Food Service Advisory Board; Mike Wilson, Senior Service Advisory Committee; and Rustin Zuber, Planning & Zoning Commission.

2.C. Update on Kerr County Animal Services by Karen Guerriero, City Council Appointee to the Kerr County Animal Services Advisory Board.

Karen Guerriero presented information and responded to questions.

**3. VISITORS FORUM:**

The following person(s) spoke:

- Ted Schulenberg
- Jim Sandy

Mayor Blackburn responded to the vaccine issue.

**4. CONSENT AGENDA:**

Councilmember Judy Eychner made a motion to approve the consent agenda items as presented. Councilmember Gary Cochrane seconded the motion, and the motion passed 5-0.

4A. Resolution No. 07-2021. A Resolution granting the request for decertification of the City's certificate of convenience and necessity (CCN) for a specified area in and around the Castlecomb Water System; such system serving a housing development generally located south of the intersection of Peterson Farm Road and Splitrock Road; and authorizing the City Manager and City Attorney to take all action to effectuate the decertification of the City's water utility CCN in the specified area.

4B. Consulting Agreement with TriStem, Ltd. For audit services related to franchise fee and sales tax payers.

4C. Minutes for the City Council meeting held January 12, 2021.

4J. Minutes for the City Council workshop held January 19, 2021.

**END OF CONSENT AGENDA**

**5. RESOLUTION(S):**

5A. Resolution No. 09-2021. A Resolution naming the public park located at 1001 Mallard Way as "Granger MacDonald Park".

Shelley McElhannon read Resolution No. 09-2021 caption into record.

Ashlea Boyle presented information and responded to questions.

The following persons spoke:

- Justin MacDonald

Councilmember Eychner made a motion to provide a public meeting discussion and approve Resolution No. 09-2021 to name the existing dedicated parkland as Granger MacDonald Park, seconded by Councilmember Hughes. The motion passed 5-0.

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

6A. Ordinance No. 2021-08, first reading. An Ordinance amending Chapter 66, "Library", of the Code of Ordinances of the City of Kerrville, Texas; by amending Article II "Library Advisory Board" to increase the composition of the membership of the Library Advisory Board to six members, such that City Council will make four appointments;

containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2021-08 caption into record.

Councilmember Cochrane made a motion to approve Ordinance No. 2021-08 as presented, seconded by Councilmember Eychner. The motion passed 5-0.

**7. ORDINANCES, SECOND READING:**

7A. Ordinance No. 2021-01, second reading. An Ordinance annexing an approximate 33.81 acre tract of land out of the Samuel Wallace Survey No. 113, Abstract No. 347, into the corporate limits of the City of Kerrville, Texas; said tract generally located in the 3200 block of Loop 534 (Veterans Highway).

Shelley McElhannon read Ordinance No. 2021-01 caption into record.

Councilmember Kim Clarkson made a motion to approve Ordinance on second reading, seconded by Councilmember Cochrane. The motion passed 5-0.

7B. Ordinance No. 2021-02, second reading. An Ordinance vacating, abandoning, and closing a public right-of-way consisting of a portion of a sixteen foot wide alley, which was originally located in its entirety between Francisco Lemos Street and Hays Street; said portion consisting of approximately 0.0508 acres out Block 48 of the Chas Schreiner 2nd Addition to the City of Kerrville; making a finding that the alley is not required for present or future public use; authorizing the City Manager to take all necessary action to effectuate the vacation, abandonment, closure, and quitclaim; and providing for a public hearing.

Shelley McElhannon read Ordinance No. 2021-02 caption into record.

Drew Paxton provided information and responded to questions.

Councilmember Eychner made a motion to approve Ordinance No. 2021-02 on second reading, seconded by Councilmember Hughes. The motion passed 5-0.

7C. 2018 Building and Related Codes. The following items will be presented and considered together as one item:

7C (1) Ordinance No. 2021-03, second reading. An Ordinance amending Section 26-32 of Chapter 26 "Building and Building Regulations" of the Code of Ordinances of the City of Kerrville, Texas, in its entirety by adopting the International Residential Code, 2018 Edition, for one- and two-family dwellings, regulating the construction, enlargement, alteration, repair, removal, demolition, conversion, occupancy, equipment, use, height, area, and maintenance of all one- and two-family dwellings and multiple single-family dwellings (townhouses) within the city; adopting local amendments; and renumbering Section 26-1 concerning the moving of a house upon city streets.

7C (2) Ordinance No. 2021-04, second reading. An Ordinance amending Section 26-31 of Chapter 26 "Building and Building Regulations" of the Codes of Ordinances of the City of Kerrville, Texas, in its entirety by adopting the International Building



Code, 2018 Edition, regulating the construction, enlargement, alteration, repair, removal, demolition, conversion, occupancy, use, height, area, and maintenance of all buildings or structures within the city except one-and two-family dwellings and multiple single-family dwellings (townhouses), and including the National Electrical Code as referenced herein; adopting local amendments; and adopting a new Section 26-38 to require a permit for the construction of a fence.

7C (3) Ordinance No. 2021-05: second reading, adoption of an Ordinance amending Articles II, III, IV, V, and VI Chapter 26 "Building and Building Regulations" of the Code of Ordinances of the City of Kerrville, Texas, in their entirety by adopting the existing International Building Code, National Electrical Code, International Plumbing Code, International Fuel Gas Code, International Mechanical Code, International Energy Conservation Code, and the International Swimming Pool and Spa Code, 2018 Editions; and adopting local amendments to each code.

7C (4) Ordinance No. 2021-06, second reading. An Ordinance amending Chapter 50 "Fire Prevention and Protection" of the Code of Ordinances of the City of Kerrville, Texas, by deleting Sections 50-2 and 50-3; adding a new Section 50-5, to adopt the National Fire Prevention Association 101, Life Safety Code, 2018 Edition; and adopting local amendments to said code.

Shelley McElhannon read Ordinances No. 2021-03, 2021-04, 2021-05, and 2021-06 captions into record.

Drew Paxton presented information and responded to questions.

The following person spoke:

- Roman Garcia

Drew Paxton provided clarification.

Councilmember Clarkson made a motion to approve all items under 7C - Ordinances No. 2021-03, 2021-04, 2021-05, and 2021-06 on second reading as presented, and to that motion ask staff to remove penalties for violations for the fence permitting process for the first year, seconded by Councilmember Eychner. The motion passed 5-0.

## **8. CONSIDERATION AND POSSIBLE ACTION:**

8A. Resolution No. 08-2021. A Resolution amending the City of Kerrville Fee Schedule by adopting a fee to be charged with respect to an application for a fence permit.

Shelley McElhannon read the Resolution caption into record.

Amy Dozier introduced the item, and Amy Dozier, Guillermo Garcia, and Mark McDaniel presented information and responded to questions.

Councilmember Cochrane made a motion to approve Resolution No. 08-2021 with the amendment to the fence permit fee to an amount of \$80.00 and to waive the penalties for violations for the fence permitting process for the first year, seconded by Councilmember Eychner. The motion passed 5-0.

8B. Development and Management Agreement between the City of Kerrville and the Heart of the Hills Heritage Center and the Concept Plan and Budget for the project.

Shelley McElhannon read 8B caption into record.

Mark McDaniel presented information and responded to questions.

The following person spoke.

- William Rector

Councilmember Cochrane made a motion to (1) authorize the City Manager to execute Development and Management agreement and (2) approve Concept Plan and Budget for the project, seconded by Councilmember Clarkson. The motion passed 5-0.

8C. Purchase of a 2021 Ford Transit Van in the amount of \$94,207.60 from Ken Stoepel Ford, Waldoch, and KWIKSIGNS, to be used as a Neighborhood Enhancement Vehicle to include library services.

Shelley McElhannon read item 8C caption into record.

Danielle Brigatti presented information and responded to questions.

Councilmember Clarkson made a motion to approve the purchase of a 2021 Ford Transit Van to be used as a Neighborhood Enhancement Vehicle, seconded by Councilmember Hughes. The motion passed 5-0.

8D. Professional Service Agreement with Freese and Nichols, Inc. to update the City of Kerrville Water and Wastewater Master Plan.

Shelley McElhannon read item 8D caption into record.

Stuart Barron presented information and responded to questions.

Councilmember Eychner made a motion to authorize the City Manager to finalize and execute a professional service agreement with Freese and Nichols Inc. with Freese and Nichols to update the City of Kerrville Water and Wastewater Master Plan, seconded by Councilmember Cochrane. The motion passed 5-0.

8E. Agenda distribution timeframes and City Council regular meetings date and time. Requested by Councilmember Clarkson and Councilmember Cochrane.

Shelley McElhannon read item 8E caption into record.

Councilmember Clarkson and Councilmember Cochrane presented information. Discussion ensued but no action was taken. Council will provide information and suggestions to the City Manager. This item will be presented at the February 09, 2021 City Council meeting.

8F. City's ongoing preparedness and response to COVID-19 (Coronavirus).

Shelley McElhannon read item 8F caption into record.

Chief Maloney presented information and responded to questions.

8G. Declaration of local state of disaster due to a public health emergency, March 20, 2020.

Shelley McElhannon read item 8G caption into record.

The declaration of the local state of disaster was acknowledged, and remains in effect. No amendments were presented.

## **9. INFORMATION AND DISCUSSION:**

9A. Financial update for the month ended December 31, 2020.

Shelley McElhannon read item 9A caption into record.  
Amy Dozier presented information and responded to questions.

**10. ITEMS FOR FUTURE AGENDAS:**

- Agenda distribution timeframes and City Council regular meetings date and time. (Clarkson and Cochrane)
- KEDC quarterly update by Gil Salinas (scheduled in March)

**11. EXECUTIVE SESSION: n/a**

**12. ACTIONS ON ITEMS DISCUSSED IN EXECUTIVE SESSION: n/a**

**ADJOURN.** The meeting adjourned at 8:23 p.m.

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

APPROVED:

ATTEST:

\_\_\_\_\_  
Bill Blackburn, Mayor

\_\_\_\_\_  
Shelley McElhannon, City Secretary



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

---

**SUBJECT:** Ordinance No. 2021-08, second reading. An Ordinance amending Chapter 66, "Library," of the Code of Ordinances of the City of Kerrville, Texas; by amending Article II "Library Advisory Board" to increase the composition of the membership of the Library Advisory Board to six members, such that City Council will make four appointments; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to the subject.

**AGENDA DATE OF:** February 9, 2021      **DATE SUBMITTED:** Jan 27, 2021

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20210209\\_Ordinance\\_2021-08 Amending Library Advisory Board membership - second reading.pdf](#)

---

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

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

---

<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:**

The Library Advisory Board is currently composed of five members. Approval of Ordinance No. 2021-08 will change the composition to six members.

Revisions to "Sec. 66-34. Composition of and appointment to the Board; terms; vacancies; absences, officers, compensation; meetings.

(a) The board shall be composed of six members with appointments to be made as follows:

(1) Council shall appoint four members; and

- (2) the Kerr County Commissioners Court shall appoint one member; and
- (3) the Friends of the Butt-Holdsworth Memorial Library shall appoint one of its members.”

On January 26, 2021, the City Council approved Ordinance No. 2021-08 on first reading.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2021-08 on second reading.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2021-08**

**AN ORDINANCE AMENDING CHAPTER 66,  
“LIBRARY,” OF THE CODE OF ORDINANCES OF  
THE CITY OF KERRVILLE, TEXAS; BY AMENDING  
ARTICLE II “LIBRARY ADVISORY BOARD” TO  
INCREASE THE COMPOSITION OF THE  
MEMBERSHIP OF THE LIBRARY ADVISORY  
BOARD TO SIX MEMBERS, SUCH THAT CITY  
COUNCIL WILL MAKE FOUR APPOINTMENTS;  
CONTAINING A CUMULATIVE CLAUSE;  
CONTAINING A SAVINGS AND SEVERABILITY  
CLAUSE; AND PROVIDING OTHER MATTERS  
RELATING TO THIS SUBJECT**

**WHEREAS**, the City of Kerrville, Texas (“City”), owns and administers the Butt-Holdsworth Memorial Library (“Library”); and

**WHEREAS**, City Council previously established a Library Advisory Board (“LAB”) for the purpose of advising and making recommendations to the City Council on matters pertaining to the Library; and

**WHEREAS**, City Council believes it necessary to increase the composition of the LAB’s membership from five to six members, with City Council appointing four members; and

**WHEREAS**, City Council finds it to be in the public interest to amend Chapter 66, Article II of the Code of Ordinances of the City of Kerrville to increase the composition of the LAB as provided herein;

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

**SECTION ONE.** Section 66-34 of Chapter 66 “Library,” Article II “Library Advisory Board” of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding the language that is underlined (added) and deleting the language that is stricken (~~deleted~~) as follows:

**“Sec. 66-34. Composition of and appointment to the Board; terms; vacancies; absences, officers, compensation; meetings.**

(a) *Composition.* The board shall be composed of ~~five~~ six members with appointments to be made as follows:

- (1) Council shall appoint ~~three~~ four members;
- (2) The Kerr County Commissioners Court shall appoint one member; and
- (3) The Friends of the Butt-Holdsworth Memorial Library shall appoint one of its members.”

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

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

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

**PASSED AND APPROVED ON FIRST READING, this the 26 day of JANUARY, A.D., 2021.**



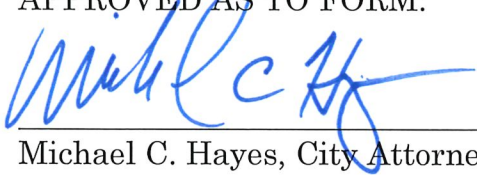
PASSED AND APPROVED ON SECOND AND FINAL READING, this  
the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2021.

\_\_\_\_\_  
Bill Blackburn, Mayor

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**

**SUBJECT:** Resolution No. 11-2021. A Resolution supporting the application of OPG Holdsworth Partners, LLC, to construct affordable rental housing pursuant to the low income housing tax credit program administered by the Texas Department of Housing and Community Affairs.

**AGENDA DATE OF:** February 9, 2021      **DATE SUBMITTED:** Jan 28, 2021

**SUBMITTED BY:** EA Hoppe

**EXHIBITS:** [20210209\\_Resolution 11-2021 OPG Holdsworth Partners - low income housing tax credit program.pdf](#)  
[20210209\\_Presentation\\_OPG proposed multifamily project Holdsworth Kerrville.pdf](#)

<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

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

**SUMMARY STATEMENT:**

OPG Holdsworth Partners, LLC, in association with Overland Property Group, LLC (the "Developer"), intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2021 Competitive 9% Housing Tax Credits for the construction of a mixed-income multifamily housing community to be known as The Reserves at Holdsworth. The Overland Property Group was successful in garnering TDHCA financing for their 60-unit senior rental project along Lehman Drive that is anticipated to begin in mid-2021. This new proposed development will be located along the south side of Holdsworth Drive one block east of the intersection with Paschal Drive

and directly across from Norfolk Lane. The development will contain approximately 48 total units with 33 units of income qualified (60% < Area Median Income) and 15 market rate units, in order to accommodate the diverse housing needs of mixed-income market in the Kerrville community. This project is a \$10+ million development consisting of two-story housing buildings and site amenities that include a club house, library, fitness center, children's playground and sports court. Rents are anticipate to range from \$356 to \$1,200 per month. This Resolution is in standard form as required by TDHCA. The applicant's presentation for the project is attached for reference.

**RECOMMENDED ACTION:**

Approve Resolution No. 11-2021 as drafted.

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 11-2021**

**A RESOLUTION SUPPORTING THE APPLICATION OF  
OPG HOLDSWORTH PARTNERS, LLC, TO CONSTRUCT  
AFFORDABLE RENTAL HOUSING PURSUANT TO THE  
LOW INCOME HOUSING TAX CREDIT PROGRAM  
ADMINISTERED BY THE TEXAS DEPARTMENT OF  
HOUSING AND COMMUNITY AFFAIRS**

**WHEREAS**, OPG Holdsworth Partners, LLC, (“the Applicant”) has proposed a development for affordable rental housing at 253 Holdsworth Drive, Kerrville, Kerr County, Texas named The Reserves at Holdsworth (“the Project”), and located within the extraterritorial jurisdiction of the City of Kerrville, Texas (“City”); and

**WHEREAS**, pursuant to several studies, there is a need for affordable housing for citizens of modest means; and

**WHEREAS**, the Applicant has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2021 Low Income Housing Tax Credit Program funds for the Project; and

**WHEREAS**, to be competitive, the Applicant’s tax credit application requires a commitment of a financial contribution to the project by the City in an amount of at least \$250.00 as a loan, grant, or reduced fees; and

**WHEREAS**, City Council finds it in the public interest to support efforts by the private development sector to construct decent affordable housing in Kerrville;

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

**SECTION ONE.** The City of Kerrville, Texas, acting through its City Council, hereby confirms that it supports the proposed Reserves at Holdsworth, to be located 253 Holdsworth Drive, Kerr County, Texas, and that this formal action has been taken to put on record the opinion expressed by the City of Kerrville on February 9, 2021.

**SECTION TWO.** In accordance with 10 Texas Administrative Code §11.9(d)(2), City Council hereby commits to an in-kind contribution in the form of reduced fees for the project referenced in Section One, above.

**SECTION THREE.** For and on behalf of City Council, the City Manager is hereby authorized, empowered, and directed to certify this Resolution to the Texas Department of Housing and Community Affairs.

**PASSED AND APPROVED ON this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2021.**

\_\_\_\_\_  
Bill Blackburn, Mayor

APPROVED AS TO FORM:

ATTEST:

  
\_\_\_\_\_  
Michael C. Hayes, City Attorney

\_\_\_\_\_  
Shelley McElhannon,  
City Secretary

T:\LEGAL\RESOLUTIONS-GENERAL\STATE-FED HOUSING SUPPORT\SUPPORTING RESERVES AT HOLDSWORTH\_020321.DOCX



# ABOUT OUR WORK

**At OPG** our mission is to innovate, out-build, and over-deliver on every project. From sophisticated development, timing, and unmatched quality to investor returns and ease of transaction, we build real partnerships to ensure every experience with OPG exceeds expectations.

## COMPANY STATISTICS



**47**

Properties  
Developed &  
Owned



**6**

States in  
Portfolio



**3,300+**

Units of both Multi-  
Family & Senior Living



**17**

Years of  
Experience



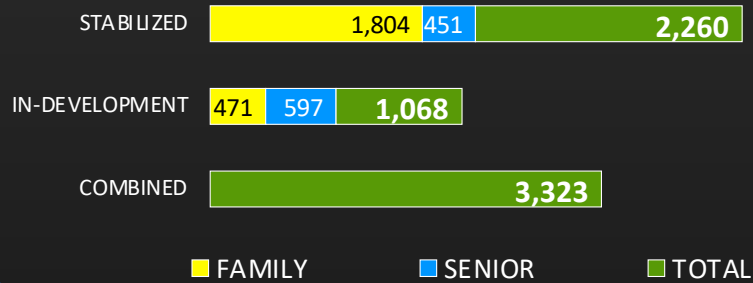
**600M**

Financial  
Closings

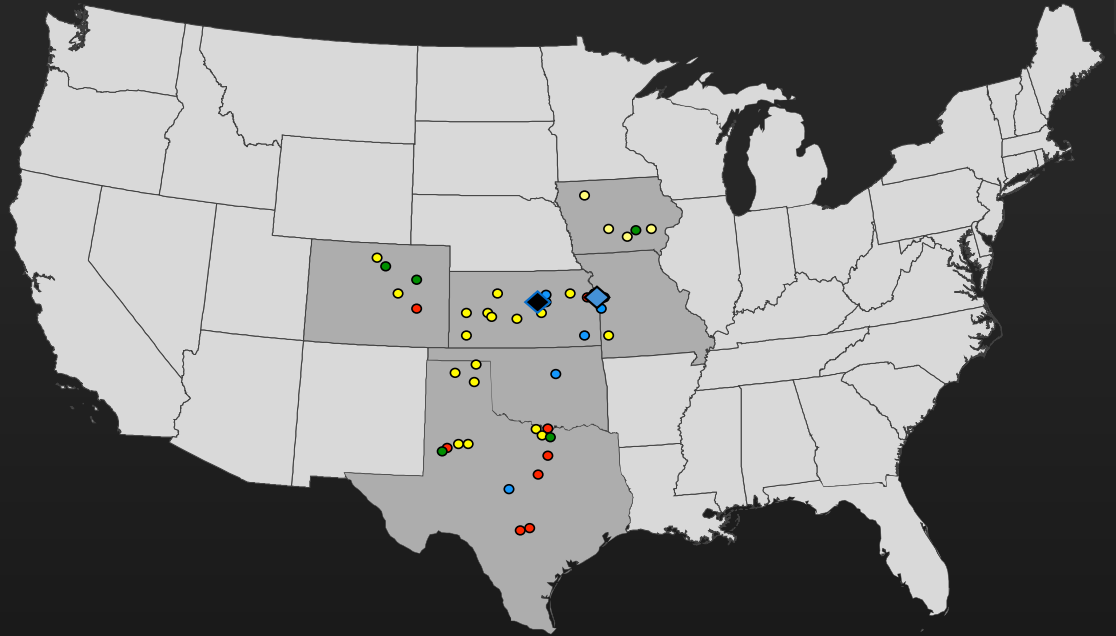
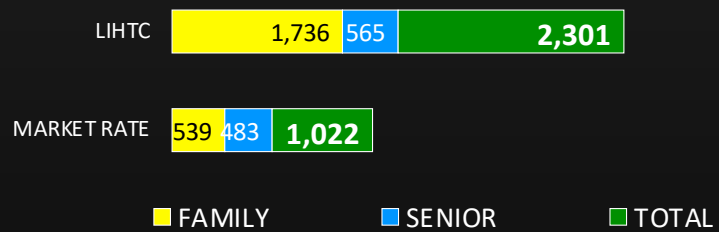
OVERLAND  
PROPERTY GROUP

# PORTFOLIO

## UNIT BREAKDOWN



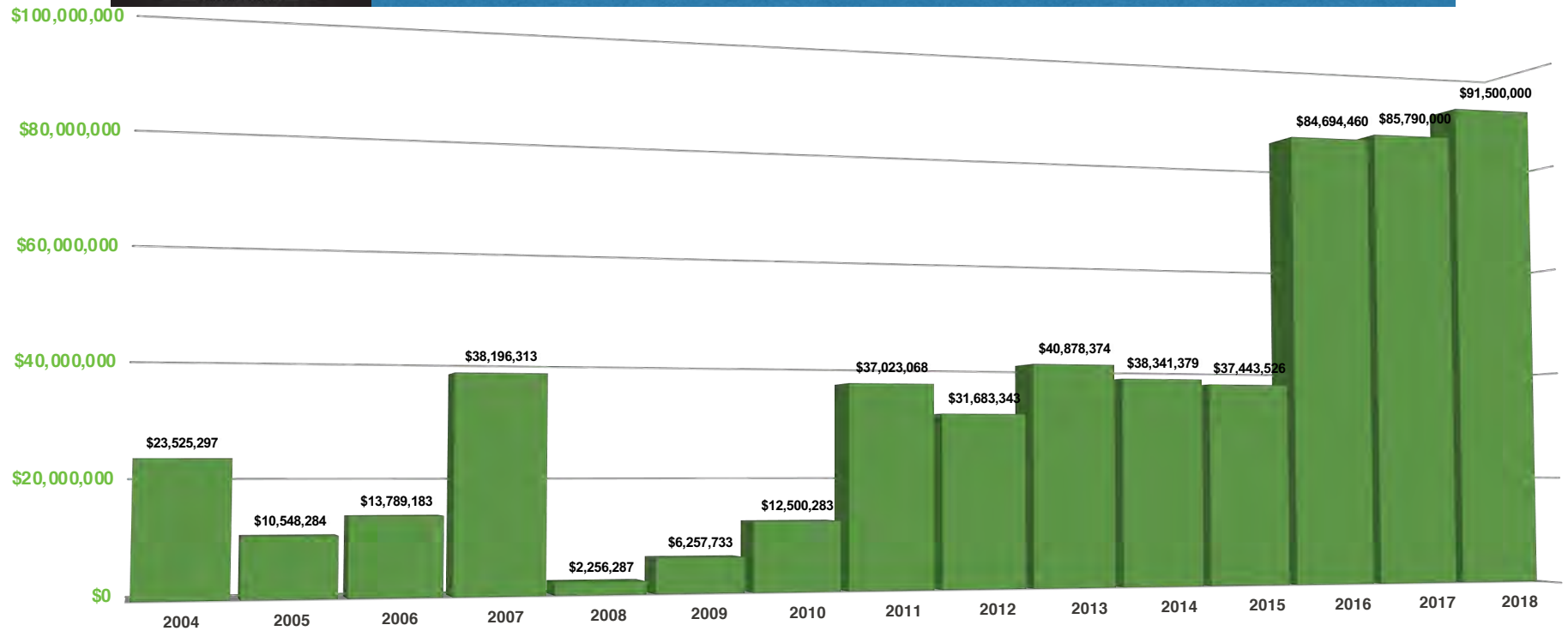
## MARKET RATE VS. LIHTC



	Multifamily		Senior		Total
Properties	STABILIZED	CONSTRUCTION / DEVELOPMENT	STABILIZED	CONSTRUCTION / DEVELOPMENT	47
	24	6	9	8	



## ANNUAL PRODUCTION BY DEVELOPMENT COST



### Financial Partnerships







## 13 Uniform State Service Regions of Texas

### Region 1 - High Plains

**Region 2 - Northwest  
Texas**

### Region 8 - Central Texas

### Region 3 - Metroplex

**Region 4 -  
Upper East Texas**

## 2 - West Texas

### Region 13 - Upper Rio Grande

### Region 7 - Capital

### Region 9 - San Antonio

### Region 11 - South Texas Border

### Region 5 - Southeast Texas

### Region 6 - Gulf Coast

### Region 10 - Coastal Bend

## TEXAS EXPERIENCE

17 Properties  
3 Awarded 2019  
12 Cities  
Over \$150 Million  
Owned



## 2019 ALLOCATIONS



DEVELOPED



IN-DEVELOPMENT



**OVERLAND**  
PROPERTY GROUP

Tax Credit Housing  
is  
**NOT**  
Subsidized Housing

## Tax Credit Housing is NOT Subsidized Housing

	<b>Section 42</b>	<b>Section 8</b>
SUBSIDIZED RENTS	NO	YES
INCOME MAXIMUM	60% OF AMI	50% OF AMI <small>75% MUST BE &lt; 30% AMI BY LAW</small>
COMPETITIVE DEVELOPMENT PROCESS	YES	NO
OPERATING RESERVES REQUIRED	YES	NO
OWNERSHIP INCENTIVE FOR DEVELOPER	YES	NO
40 YEAR COMMITMENT	YES	NO



# AFFORDABLE HOUSING





# The Reserves at Prairie Glen

Salina, KS





# The Reserves at Steamboat Springs

Steamboat Springs, CO







# The Reserves at Steamboat Springs

Steamboat Springs, CO





# The Reserves at Steamboat Springs

Steamboat Springs, CO







# The Reserves at Preston Trails

Wolfforth, TX







# The Reserves at Preston Trails

Wolfforth, TX







The image shows a spacious, modern living room with a rustic yet sophisticated aesthetic. The room features dark wood flooring, large windows with horizontal blinds, and a prominent stone fireplace. Two brown leather sofas are positioned on either side of a central coffee table, which is topped with a light-colored, textured rug. The fireplace mantel is decorated with a large framed picture of a cow's head, a small potted plant, and a cluster of balloons. Two pendant lights hang from the ceiling, and a small round table with a decorative object sits in the foreground. The overall atmosphere is warm and inviting.

# The Reserves at Preston Trails

Wolfforth, TX







# The Reserves at Preston Trails

Wolfforth, TX







## The Reserves at Preston Trails

Wolfforth, TX





# The Reserves at Maplewood

Wichita Falls, TX



  
**OVERLAND**  
PROPERTY GROUP



# The Reserves at Maplewood

Wichita Falls, TX









# The Reserves at South Plains

Lubbock, TX









# The Reserves at Trail Ridge

Great Bend, KS







# The Reserves at Trail Ridge

Great Bend, KS





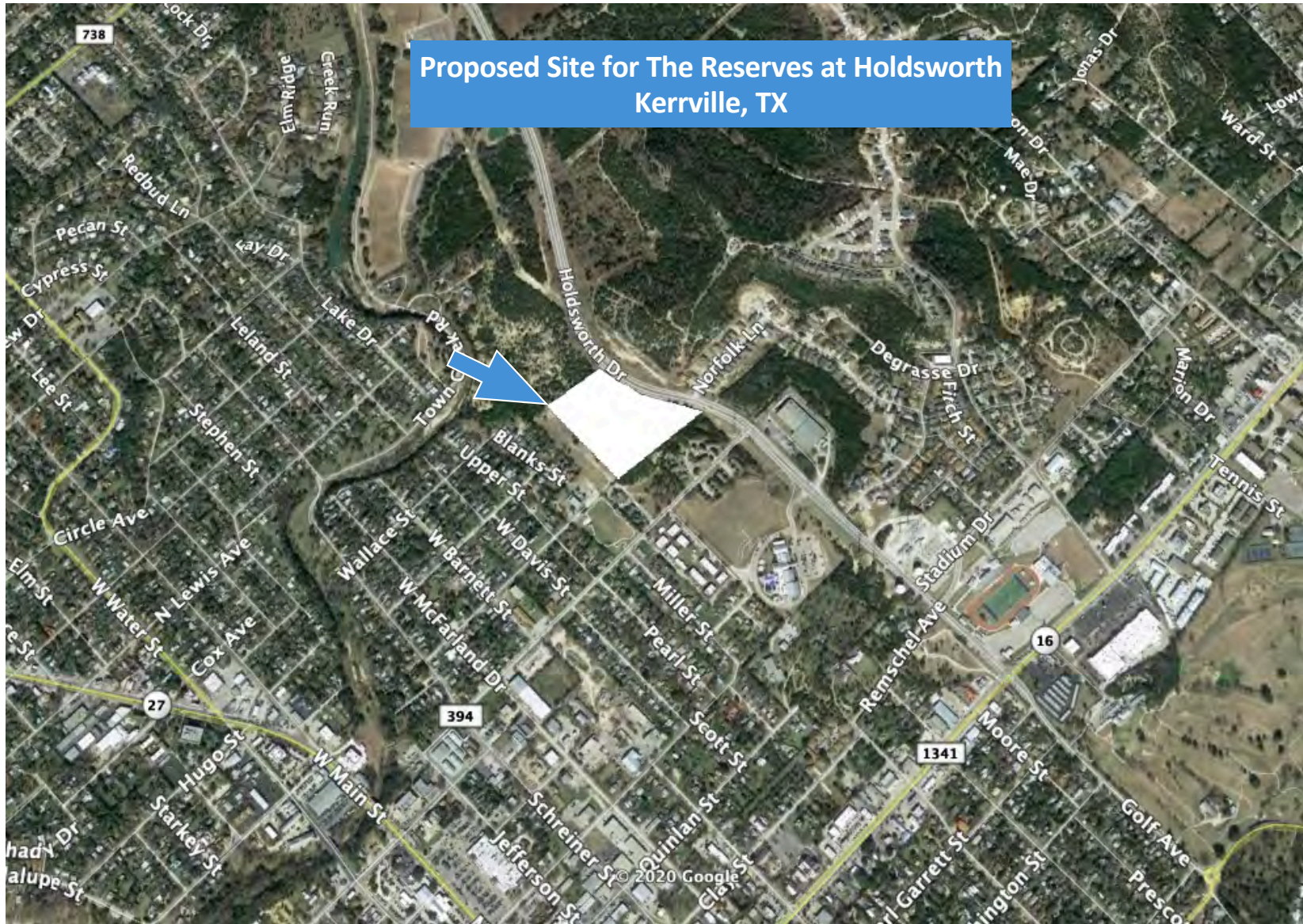
Proposed Kerrville  
Affordable Living

# Project Details

- 48 units Multi-Family
- \$10+ million development
- 33 units of affordable housing (60% < Area Median Income) & 15 market rate units
- Two-Story
- Rents: \$356-\$1,200
- Clubhouse with Community Great Room, Library, Leasing office, Fitness Center, Exterior Children's playground and Sports Court.



Proposed Site for The Reserves at Holdsworth  
Kerrville, TX





## Similar Building Design





## Similar Building Design











**THE RESERVES**  
NEW APARTMENTS  
KERRVILLE

Architects Planners Designers  
700 N. Main  
P.O. Box 2528  
Kerrville, TX 78601  
737.257.0006  
jones@jonesrenz.com

**JONES GILLAM RENZ**

DATE: 1-15-2021  
JOB: 20-3115  
SHEET: 1

RIGHTED ©  
A PRELIM. SITE PLAN

2 Bedroom Unit Layout  
980 Sq. Ft.





3 Bedroom Unit Layout  
1194 Sq. Ft.





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

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**SUBJECT:** Appeal for waiver request for the consideration of a Planned Development zoning (district) request for property located on the corner of Quinlan Street and McFarland Street, such property less than the 5 acre minimum size requirement.

**AGENDA DATE OF:** February 9, 2021      **DATE SUBMITTED:** Jan 20, 2021

**SUBMITTED BY:** Drew Paxton

**EXHIBITS:** [20210209\\_aerial\\_Quinan St & McFarland St.pdf](#)  
[20210209\\_development plans.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:**

As per section 60-52(c)(4) a Planned Development zoning request shall be a minimum of 5 acres, unless approved by the City Council for a smaller lot size.

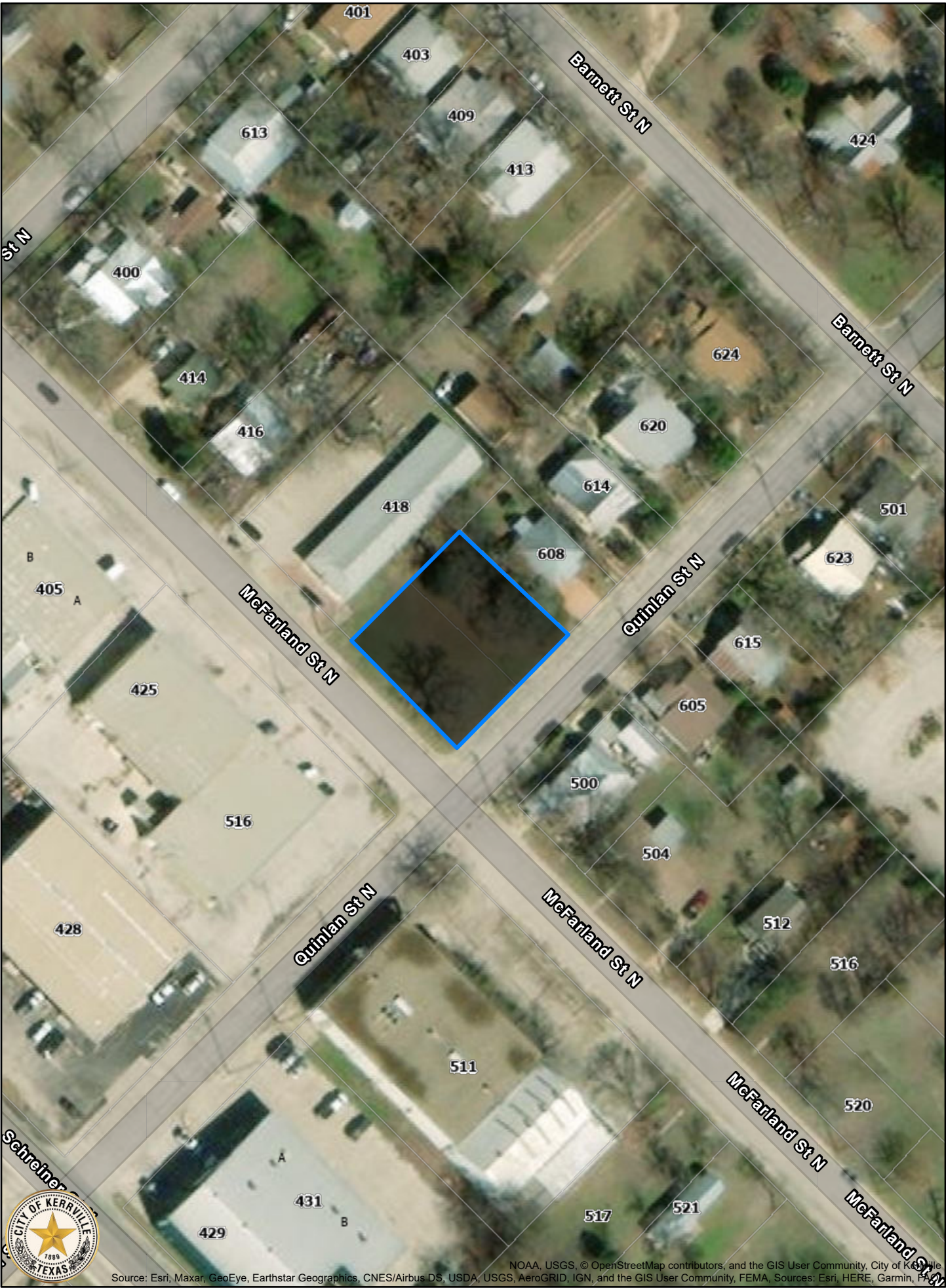
60-52(c)(4)Minimum development size. The minimum tract size for any request for PD zoning shall be not less than five acres. No request for PD zoning on a tract that does not meet the five acre minimum requirement may be considered, unless the applicant has requested a waiver of this requirement by filing an appeal with city council. The appeal shall be reviewed and may be approved by council in advance of the filing of the application for PD zoning with the department.

This lot is about 10,900 square feet, approximately a quarter of an acre.

**RECOMMENDED ACTION:**

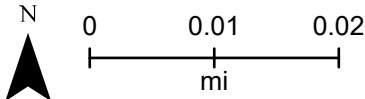
Approve the waiver.





- Site Address Point
- Municipal Boundary
- Tax Parcels

Quinlan St. & McFarland St.

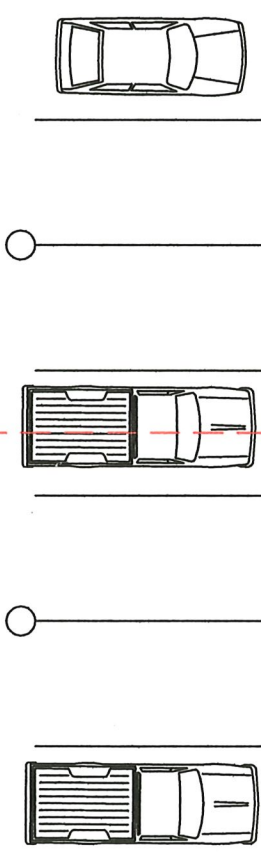
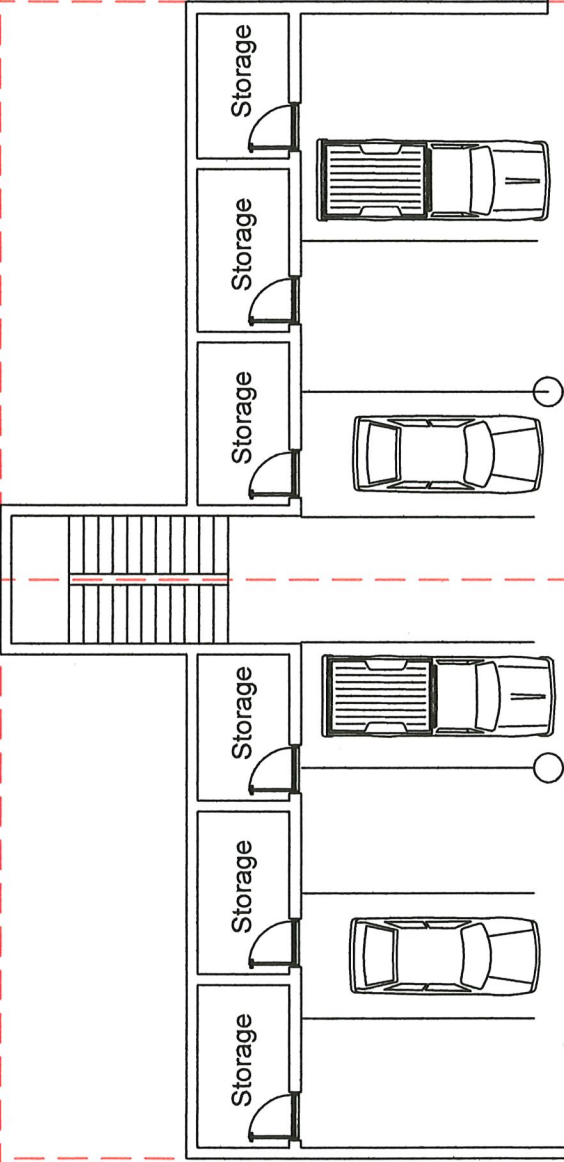


01/21/2021 08:19 AM

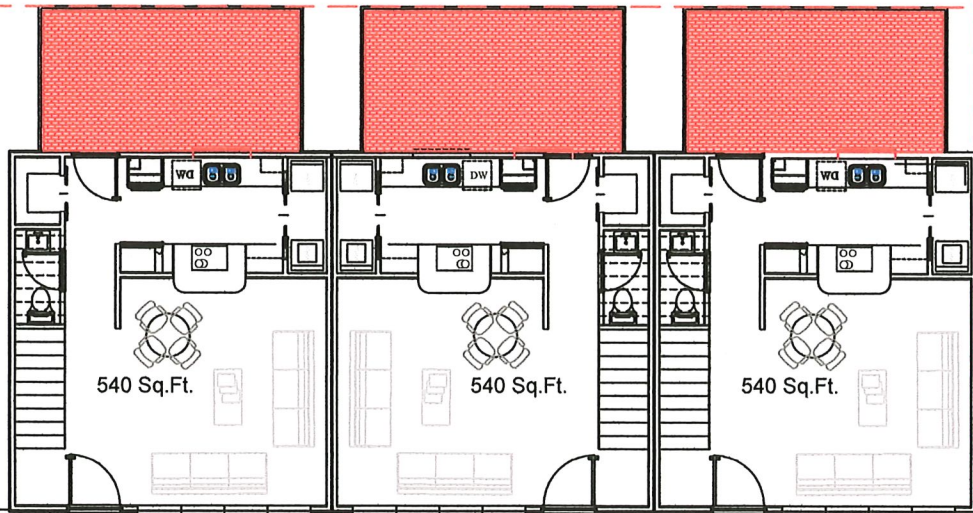
Development Services

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.

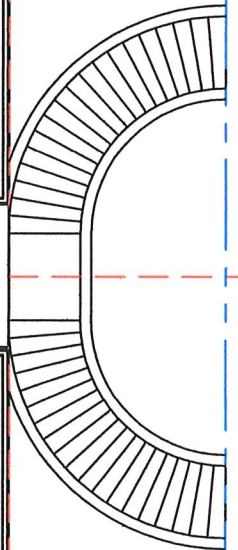
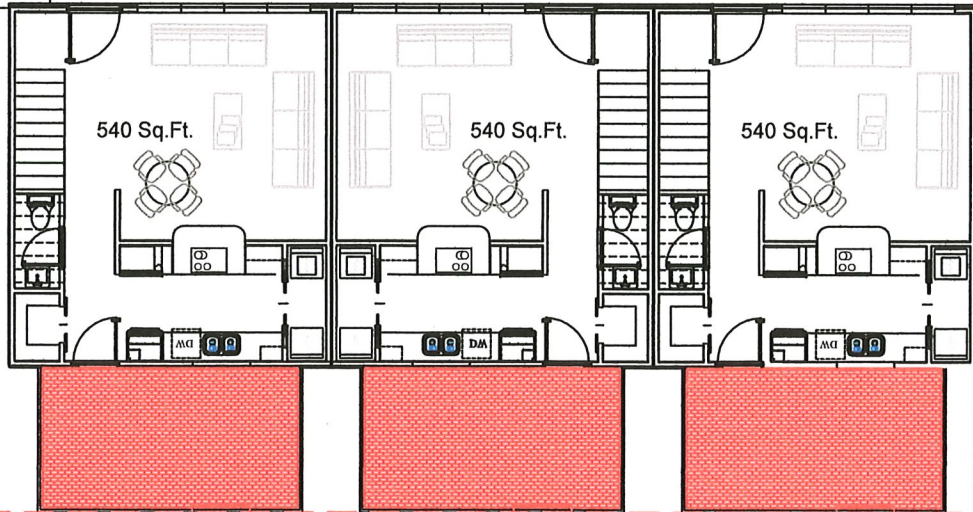
Parking Garage

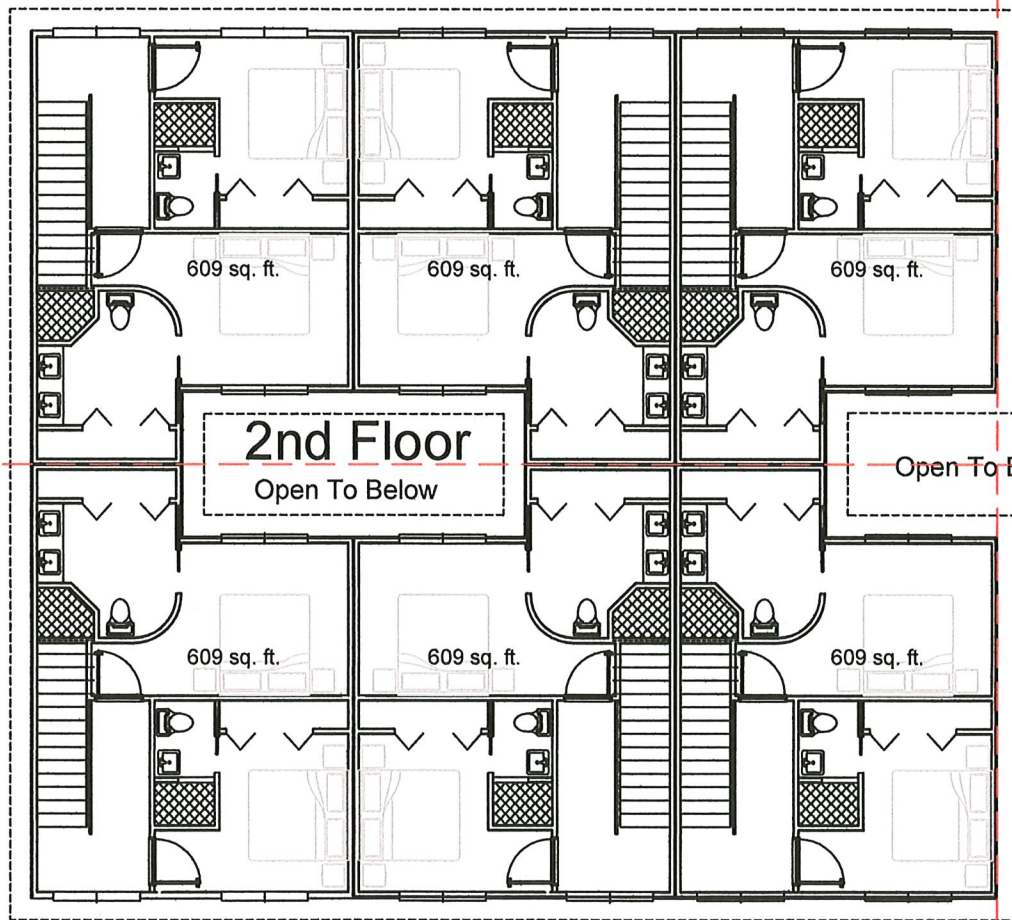




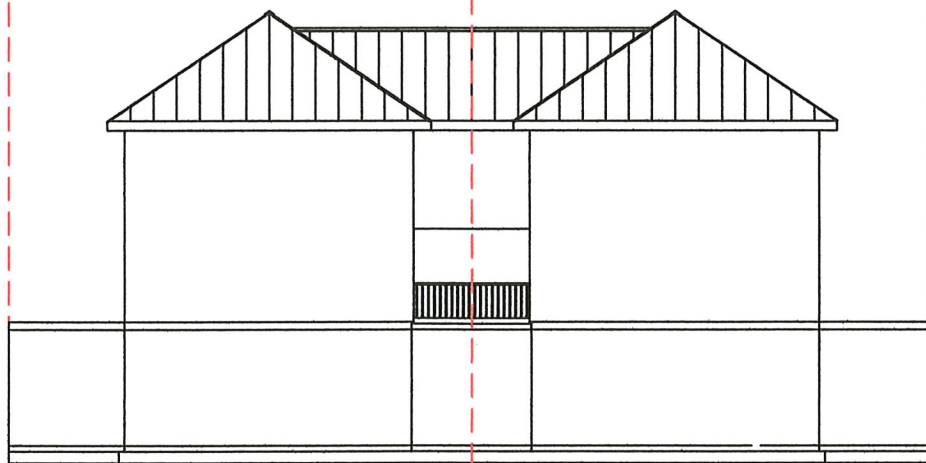
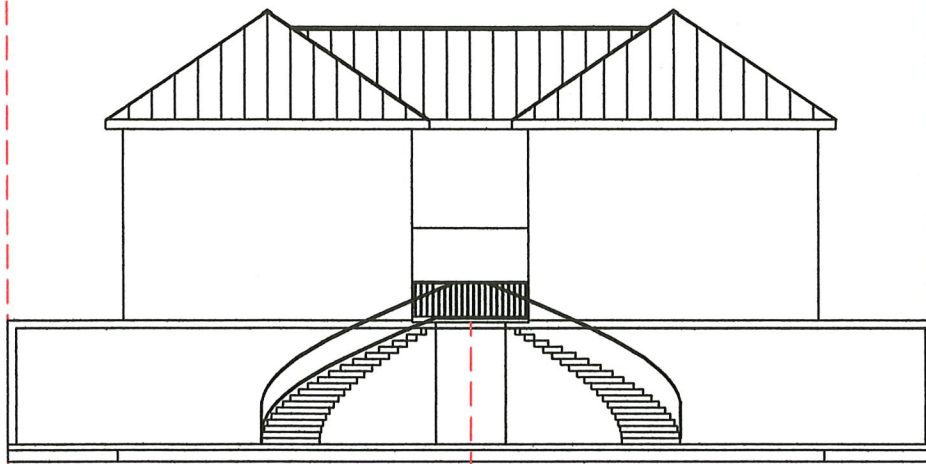


First Floor











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

---

**SUBJECT:** Agenda distribution timeframes and City Council regular meetings date and time. Requested by Councilmember Clarkson and Councilmember Cochrane.

**AGENDA DATE OF:** February 9, 2021      **DATE SUBMITTED:** Jan 27, 2021

**SUBMITTED BY:** Councilmember Clarkson  
Councilmember Cochrane

**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

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**SUMMARY STATEMENT:**

By consensus, the Council asked that this item be brought forth for discussion as requested by Councilmembers Clarkson and Cochrane. Currently, the dates and times of regular Council meetings are set by Ordinance which may be changed if approved on two readings.

**RECOMMENDED ACTION:**

Discuss agenda distribution and regular meeting dates and times, and take any action as desired by Council.



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

---

**SUBJECT:** Library Advisory Board member.

**AGENDA DATE OF:** February 9, 2021      **DATE SUBMITTED:** Jan 27, 2021

**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>
\$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:**

Upon approval of Ordinance No. 2021-08, the Library Advisory Board membership will be amended to six members, with the City Council appointing four. Bev Avery will be the fourth appointment by the City Council. (Bev Avery's membership was approved January 12, 2021, but it was later determined that there was not an open position.) The interview team for this board is Councilmember Place 3 Judy Eychner and Councilmember Place 4 Brenda Hughes.

**RECOMMENDED ACTION:**

Appoint member to the Library Advisory Board.





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

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**SUBJECT:** Representative of the City of Kerrville for the Playhouse 2000 Board of Directors.

**AGENDA DATE OF:** February 9, 2021      **DATE SUBMITTED:** Jan 27, 2021

**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

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**SUMMARY STATEMENT:**

Section 2.02.1 - Member Ex-Officio: In order to comply with a contract entitled "PERFORMING ARTS CENTER DEVELOPMENT AND OPERATION AGREEMENT BY AND BETWEEN THE CITY OF KERRVILLE, TEXAS AND PLAYHOUSE 2000, INC." with the city of Kerrville, there shall at all times be one (1) Director designated as representative of, and appointed by, the city of Kerrville for the term of the contract. In the event of termination of said contract the city designated Director's term shall automatically expire.

Playhouse 2000 is formed and organized and shall be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision or provisions of any subsequent United States Internal Revenue law or laws (herein collectively called the "Code"). The mission of the corporation is to provide education and enlightenment in the theater arts to people of all ages, both as a community theater creating and presenting to the general public performances of live theater, and as managers of performing spaces in which a variety of artistic and community events are presented to Kerrville and the surrounding Hill Country.

Delayne Sigerman, former Councilmember Place 4, was previously appointed by the City Council as the City of Kerrville representative. Delayne Sigerman has now been direct appointed by the Playhouse 2000 Board of Directors as a director, which leaves the City of Kerrville representative vacant.

**RECOMMENDED ACTION:**

Appoint a Councilmember as the City of Kerrville representative.