

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

**TUESDAY, MARCH 23, 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

MARCH 23, 2021, 6:00 PM

CAILLOUX CITY CENTER

910 MAIN STREET, KERRVILLE, TEXAS



### ***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 **946 6588 5564 #** Passcode is **358985**.

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!



**CITY COUNCIL AGENDA  
MARCH 23, 2021, 6:00 PM  
CAILLOUX CITY CENTER  
910 MAIN STREET, KERRVILLE, TEXAS**



**CALL TO ORDER:**

**INVOCATION AND PLEDGE OF ALLEGIANCE:**

*Led by Councilmember Judy Eychner.*

**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. Proclamation proclaiming March 2021 as American Red Cross Month.

Attachments:

[20210323 Proclamation March 2021 American Red Cross Month.pdf](#)

2.B. Proclamation proclaiming March 2021 as the 19th Annual March for Meals Month.

Attachments:

[20210323 Proclamation March 2021 - 19th annual March for Meals.pdf](#)

2.C. Proclamation proclaiming April 2021 as Don't Mess With Texas Trash-Off Month.

Attachments:

[20210323 Proclamation April 2021 Dont Mess With Tx month.pdf](#)

2.D. Kerrville Police Department "Police Officer of The Year".

Attachments:

[20210323 Recognition Officer of the Year Cert 2020.pdf](#)

2.E. Kerrville Fire Department Person of the Year Awards for Officer, Firefighter, and EMS.

Attachments:

[20210323 Commendation Persons of the Year Certificates.pdf](#)

**3 VISITORS/CITIZENS FORUM:**

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

**4 CONSENT AGENDA:**

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



KERRVILLE 4.A. Texas Department of Public Safety Crime Records Services License Plate Reader User Agreement.

Attachments:

[20210323 Agreement DPS Crime Records Services License Plate Reader User Agreement.pdf](#)

4.B. Resolution No. 17-2021. A Resolution appointing Election Judges for the general election to be held on May 1, 2021; said judges provided by the County Elections Officer.

Attachments:

[20210323 Resolution 17-2021 Appointing election judges May 1 2021 municipal election.pdf](#)



KERRVILLE 4.C. Amendment to the Economic Development Grant Agreement between James Avery Craftsman, Inc. and the City of Kerrville Economic Improvement Corporation.

Attachments:

[20210323 Agreement EIC and James Avery Craftsman - Economic Development Grant.pdf](#)



KERRVILLE 4.D. Amendment to the Economic Development Grant Agreement between the Doyle School Community Center, Inc. and the City of Kerrville Texas Economic Improvement Corporation.

Attachments:

[20210323 Agreement EIC and Doyle School Community Center.pdf](#)

[20210323 Presentation Doyle Handout 2-2021.pdf](#)

4.E. Minutes for the City Council workshop held March 09, 2021.

Attachments:

[20210323 Minutes Council workshop 5pm 3-09-21.pdf](#)

4.F. Minutes for the City Council meeting held March 09, 2021.

Attachments:

[20210323 Minutes Council regular meeting 6pm 3-09-21.pdf](#)

**END OF CONSENT AGENDA.**

**5 ORDINANCES, SECOND READING:**

5.A. Ordinance No. 2021-07, second reading. An Ordinance vacating, abandoning, and closing all right, title, and interest in a portion of a public right-of-way, consisting of approximately 8,504 square feet of an unimproved portion of a dedicated street that intersects with Meadow View Lane and thereafter terminates; said right-of-way dedicated by a plat of a subdivision within the City of Kerrville, Kerr County, Texas, and recorded in Volume 2, Page 102 of the Plat Records of Kerr County, Texas; and, located on and between the properties known as 304 and 400 Meadow View Lane; finding that said right-of-way is not required for future use as a public street; ordering recording; providing an effective date; and providing other matters related to this subject.

Attachments:

[20210323 Ordinance 2021-07 ROW closure 400 Meadowview Lane second reading.pdf](#)

5.B. Ordinance No. 2021-09, second reading. An Ordinance vacating, abandoning, and closing all right, title, and interest in a portion of a public right-of-way, consisting of an approximate .30 acre unimproved, dedicated alley that extends across the property located at 615 Elm Street; said right-of-way dedicated by plat for the Westland Place Addition, a Subdivision within the City of Kerrville, Kerr County, Texas, and recorded in the plats filed at Volume 43, Page 577 and Volume 45, Page 335 of the real property records of Kerr County, Texas; finding that said right-of-way is not required for future use as a public right-of-way; ordering recording; providing an effective date; and providing other matters related to this subject.

Attachments:

[20210323 Ordinance 2021-09 ROW alley closure 615 Elm Street second reading.pdf](#)

**CONSIDERATION AND POSSIBLE ACTION:**

KERRVILLE 2050 6.A. Resolutions Regarding the Texas Community Development Block Grant Program Application. (Three items will be presented together.)

KERRVILLE 2050 1.) Resolution No. 13-2021. A Resolution authorizing the submission of a Texas Community Development Block Grant Program application to the Texas Department of Agriculture for the 2021-2022 Community Development Fund; and authorizing the Mayor and City Manager to act as the City's Executive Officers and authorized representatives in all matters pertaining to the City's participation in the Texas Community Development Block Grant Program.

KERRVILLE 2050 2.) Resolution No. 14-2021. A Resolution adopting a public access plan for use during construction of public infrastructure projects funded through the Texas Community Development Block Grant - Downtown Revitalization Program.

KERRVILLE 2050 3.) Resolution No. 15-2021. A Resolution determining that the specified projects within the City contains distinct conditions which are detrimental to the public health, safety, and welfare of the community and constitutes a blighted area.

**Attachments:**

[20210323 Resolution 13-2021 authorizing TCDBG program application for Community Development Fund.pdf](#)

[20210323 Resolution 14-2021 adopting public access plan during construction of public infrastructure projects.pdf](#)

[20210323 Resolution 15-2021 determining specific projects to public health safety welfare of community.pdf](#)

[20210323 Map Reso 15-2020 Kerrville DR Project.pdf](#)

KERRVILLE 2050 Resolution No. 16-2021. A Resolution creating a Public Health Task Force as an Ad Hoc Board for its consideration of issues relating to public health and recommendation as to the creation of a Local Health Authority; and authorizing the Mayor to appoint its members.

**Attachments:**

[20210323 Resolution 16-2021 Public Health Task Force as ad hoc board - creation of Local Health Authority.pdf](#)

KERRVILLE 2050 Funding agreement between the City of Kerrville Economic Improvement Corporation, City of Kerrville TX, and the Kerrville Christmas Lighting Corporation for electrical infrastructure on Tranquility Island in the amount of \$100,000.

**Attachments:**

[20210323 Funding Agreement EIC and Kerrville Christmas Lighting Corporation.pdf](#)

City's ongoing preparedness and response to COVID-19 (Coronavirus); and Declaration of local state of disaster due to a public health emergency, March 20, 2020.

**Attachments:**

[20200922 Resolution 16-2020 Extending Mayor's Disaster Declaration Covid-19 7-28-20.pdf](#)

**INFORMATION & DISCUSSION:**

Financial update for the month ended February 28, 2021.

**Attachments:**

[20210323 Presentation Monthly Financial Report.pdf](#)

**ITEMS FOR FUTURE AGENDAS:**

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

**9      BOARD APPOINTMENTS:**

9.A. Appointment to the Parks and Recreation Advisory Board.

Attachments:

[20210323\\_Roster\\_Parks and Recreation Advisory Board 1-2021.pdf](20210323_Roster_Parks and Recreation Advisory Board 1-2021.pdf)

**10    EXECUTIVE SESSION:**

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

**11    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:** Proclamation proclaiming March 2021 as American Red Cross Month.

**AGENDA DATE OF:** March 23, 2021      **DATE SUBMITTED:** Mar 03, 2021

**SUBMITTED BY:** Maya Johnson

**EXHIBITS:** [20210323\\_Proclamation\\_March 2021 American Red Cross Month.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>	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:**

Requested by Roylene Roberts, volunteer for the Hill Country Chapter of the American Red Cross.

**RECOMMENDED ACTION:**

Present proclamation to the American Red Cross.



# CITY OF KERRVILLE PROCLAMATION

**WHEREAS**, March is American Red Cross Month, a special time to recognize and thank volunteers - our Everyday Heroes – those who reach out to help their neighbors when they are in need; and

**WHEREAS**, The American Red Cross heroes are on the front lines everyday even during a pandemic or natural disaster. They volunteer their time, enhance skills, give blood, or provide financial donations to help those in need. Over this past year, Red Cross has adapted their service delivery to protect the health and safety of their clients and volunteers. The Disaster Assistance Volunteers have attended training to increase their technological skills to support this effort; and

**WHEREAS**, The Hill Country Chapter was chartered in 1917, we would like to remember our heroes here who give to help people in need. They work tirelessly to help in time of disaster, when someone needs life-saving blood, or the comfort of a helping hand. They install free smoke alarms. They provide round-the-clock support to members of the military, veterans, and their families, and teach lifesaving classes in CPR, aquatics safety and first aid; and

**WHEREAS**, We dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time, money, and blood to fulfill its humanitarian mission; and

**NOW, THEREFORE**, I, Bill Blackburn, Mayor of the City of Kerrville, Texas, do hereby proclaim March 2021 as:

## **“AMERICAN RED CROSS MONTH”**

I encourage all Kerrville citizens to support this organization and its noble humanitarian mission.



**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Kerrville to be affixed this 23rd day of March 2021.

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



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

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**SUBJECT:** Proclamation proclaiming March 2021 as the 19th Annual March for Meals Month.

**AGENDA DATE OF:** March 23, 2021      **DATE SUBMITTED:** Mar 04, 2021

**SUBMITTED BY:** Maya Johnson

**EXHIBITS:** [20210323\\_Proclamation\\_March 2021 - 19th annual March for Meals.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>	No
<b>Key Priority Area</b>	N/A
<b>Guiding Principle</b>	N/A
<b>Action Item</b>	N/A

**SUMMARY STATEMENT:**

Requested by Tara LaMontia, Director of Development/Marketing-Dietert Center.

**RECOMMENDED ACTION:**

Present proclamation to Dietert Center, Meals on Wheels.



# CITY OF KERRVILLE PROCLAMATION

**WHEREAS**, on March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older. Meals on Wheels America established the March for Meals campaign in March 2002 to recognize the historic month, the importance of the Older Americans Act Nutrition Programs, both congregate and home-delivered, and raise awareness about the escalating problem of senior hunger in America. The 2021 observance of March for Meals celebrates 19 years of providing an opportunity to support Meals on Wheels programs that deliver vital and critical services by donating, volunteering and raising awareness about senior hunger and isolation; and

**WHEREAS**, the Meals on Wheels programs – both congregate and home-delivered, in Kerr County has served our community admirably for more than 50 years. Volunteers for Meals on Wheels programs in Kerr County are the backbone of the program and they not only deliver nutritious meals to seniors and individuals with disabilities who are at significant risk of hunger and isolation, but also caring concern and attention to their welfare; and

**WHEREAS**, the Meals on Wheels program in Kerr County provides a powerful socialization opportunity for millions of seniors to help combat the negative health effects and economic consequences of loneliness and isolation. Meals on Wheels program deserves recognition for the contributions they have made and will continue to make to local communities, our State and our Nation.

**NOW, THEREFORE**, I, Bill Blackburn, Mayor of the City of Kerrville, Texas, do hereby proclaim March 202 as the:

## **“19TH ANNUAL MARCH FOR MEALS MONTH”**

and urge every citizen to honor the Meals on Wheels program, the seniors it serves, and the volunteers who care for the seniors.



**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Kerrville to be affixed this 23rd day of March 2021.

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



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

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**SUBJECT:** Proclamation proclaiming April 2021 as Don't Mess With Texas Trash-Off Month.

**AGENDA DATE OF:** March 23, 2021      **DATE SUBMITTED:** Mar 17, 2021

**SUBMITTED BY:** Maya Johnson

**EXHIBITS:** [20210323\\_Proclamation\\_April 2021 Dont Mess With Tx month.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>	No
<b>Key Priority Area</b>	N/A
<b>Guiding Principle</b>	N/A
<b>Action Item</b>	N/A

**SUMMARY STATEMENT:**

Present proclamation to the Make a Difference Committee Chair Stuart Cunyus and Vice Chair Koy Coffer.

**RECOMMENDED ACTION:**

Present proclamation to the City of Kerrville's Make a Difference Committee.



# CITY OF KERRVILLE PROCLAMATION

**WHEREAS**, this Council takes great pride in Kerrville and encourages all residents to be responsible citizens in litter prevention and waste reduction; and

**WHEREAS**, the presence of litter in our community presents health hazards to our citizens and can lead to the devaluing of property. By contrast, a clean community discourages littering and improves overall quality of life along with increased property values; and

**WHEREAS**, community cleanup and beautification projects are welcomed by this Council as a cost-effective method of keeping the city clean and saving taxpayer money by reducing the need to spend on cleaning up litter; and

**WHEREAS**, the City of Kerrville's Make a Difference Committee has become a member of the Texas Department of Transportation's Adopt-A-Highway program. City staff and other volunteers are assigned a two mile section of Loop 98 to be cleaned four times annually.

**NOW, THEREFORE**, I, Bill Blackburn, Mayor of the City of Kerrville, Texas, do hereby proclaim April 2021 as:

## DON'T MESS WITH TEXAS TRASH-OFF MONTH

in Kerrville, Texas, and encourage all citizens to take pride in our community and become involved in litter prevention and waste reduction opportunities.

Don't mess with Texas

TRASH-OFF

2021

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Kerrville to be affixed this 23 day of March 2021.

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



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

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**SUBJECT:** Kerrville Police Department "Police Officer of The Year".

**AGENDA DATE OF:** March 23, 2021      **DATE SUBMITTED:** Jan 28, 2021

**SUBMITTED BY:** Chris McCall

**EXHIBITS:** [20210323\\_Recognition\\_Officer\\_of\\_the\\_Year\\_Cert\\_2020.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	N/A	N/A	N/A

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

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<b>Kerrville 2050 Item?</b>	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:**

Officer Jacob Trevino has been selected as the Kerrville Police Department "Officer of the Year". Officer Trevino was nominated by his supervisor for his positive attitude, everyday work ethic and dedication to the Department. Officer Trevino has been with the Department since October of 2017 and is currently assigned as a Field Training Officer in the Patrol Division. Officer Trevino has proven to perform above and beyond his duties regularly and has additional responsibilities as a Evidence Technician, as well as a Negotiator on the Special Operations Unit.

As a demonstration of the array of outstanding work Officer Trevino has done over the last year, his supervisor noted several incidents. These incidents ranged from a situation related to an agitated mentally ill man who was on the verge of becoming physically combat whom Officer Trevino utilized de-escalation techniques with to gain trust and create a peaceful outcome, a incident in which he performed CPR on an individual extending the citizens life, and an incident involving a found \$5000 ring which he tracked back to the owner only utilizing three initials inscribed inside the ring.

**RECOMMENDED ACTION:**

Chief McCall will present the commendation. No Council action required.

# *POLICE COMMENDATION*

KERRVILLE POLICE DEPARTMENT

*Awarded to*  
KERRVILLE  
POLICE  
TEXAS  
Officer Jacob D. Trevino

**OFFICER OF THE YEAR**

*February 9, 2021*

DATE

*Chris McCall*  
CHIEF OF POLICE





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

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**SUBJECT:** Kerrville Fire Department Person of the Year Awards for Officer, Firefighter, and EMS.

**AGENDA DATE OF:** March 23, 2021      **DATE SUBMITTED:** Feb 12, 2021

**SUBMITTED BY:** Eric Maloney

**EXHIBITS:** [20210323\\_Commendation\\_Persons of the Year Certificates.pdf](#)

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

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

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

**SUMMARY STATEMENT:**

Recognize the Kerrville Fire Department Persons of the Year:

EMS Person of the Year Ryan Michel. He was hired as a firefighter in March 2012 and recently assigned as A Shift's Lead Paramedic. Ryan is credentialed as a Paramedic, Structural Firefighter, Fire Instructor 1 and Driver-Pumper Operator. Ryan is a team player and strives to keep people around him positive no matter the situation. Ryan is a dedicated paramedic that takes pride in improving patient care for his crew to deliver the Kerrville Fire Department's mission of "Exceptional Team...Efficient Methods...Excellent Service."

Firefighter of the Year Casey Goodman. He was hired as a firefighter in November 2012 and promoted to the rank of Driver in 2015. Casey is credentialed as a Licensed Paramedic, Master Firefighter, Fire Instructor II, Driver-Pumper Operator, Fire Officer II, Incident Safety Officer, and Basic Aircraft Rescue. He recently earned a Bachelor of Applied Arts & Sciences in Fire & Emergency Services Administration from Texas A&M at

San Antonio. He is an active Field Training Officer involved with live burn training, Fire & EMS education, paramedic probation, and engaged for a stronger future to ensure the Kerrville Fire Department's mission of Exception Team...Efficient Methods, and ...Excellent Service.

Officer of the Year Lt Jaran Floyd. He was hired as a firefighter in July 2005 and promoted to the rank of Driver in 2012 and Lieutenant in 2015. Jaran is credentialed as a Paramedic, Master Firefighter, Fire Service Instructor II, Basic Fire Investigator, Fire Officer II. He recently earned an Associate of Applied Science in Fire Administration from Weatherford College. Lt. Floyd has consistently moved forward with this work and has provided the KFD with a solid framework to further the Kerrville Fire Department's mission of "Exceptional Team...Efficient Methods...Excellent Service."

**RECOMMENDED ACTION:**

Chief Maloney will present the commendations. No Council action required.

*The City and Fire Department of Kerrville*

*Presents this*

*Certificate of Commendation*

*to*

*Lieutenant Jaran Floyd*

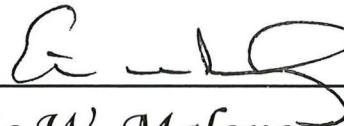
*For your dedication & commitment to  
Setting the Public Safety Standard  
and achieving the honor of*

*Officer of the Year 2021*

*February 1, 2021*



*Mark McDaniel, City Manager*



*Eric W. Maloney, Fire Chief*

*The City and Fire Department of Kerrville*

*Presents this*

*Certificate of Commendation*

*to*

*Casey Goodman*

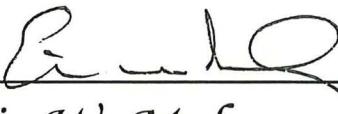
*For your dedication & commitment to  
Setting the Public Safety Standard  
and achieving the honor of*

*Firefighter of the Year 2021*

*February 1, 2021*



*Mark McDaniel, City Manager*



*Eric W. Maloney, Fire Chief*

*The City and Fire Department of Kerrville*

*Presents this*

*Certificate of Commendation*

*to*

*Ryan Michel*

*For your dedication & commitment to  
Setting the Public Safety Standard  
and achieving the honor of*

*EMS Person of the Year 2021*

*February 1, 2021*

  
*Mark M. Daniel*

*Mark McDaniel, City Manager*

*E. W. Maloney*

*Eric W. Maloney, Fire Chief*



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

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**SUBJECT:** Texas Department of Public Safety Crime Records Services License Plate Reader User Agreement.

**AGENDA DATE OF:** March 23, 2021      **DATE SUBMITTED:** Mar 10, 2021

**SUBMITTED BY:** Chief Chris McCall  
Yesenia Luna

**EXHIBITS:** [20210323\\_Agreement\\_DPS Crime Records Services License Plate Reader User Agreement.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

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

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	F - Public Facilities and Services
<b>Guiding Principle</b>	F2. Place the highest priority on public safety (police, fire, EMS).
<b>Action Item</b>	F2.1 - Devote the necessary resources (funding, equipment) to ensure quality fire, police and EMS services

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**SUMMARY STATEMENT:**

The Texas Department of Public Safety (TXDPS) Crime Records Services License Plate Reader (LPR) User Agreement sets forth the duties and responsibilities of the User Agency (Kerrville Police Department and Kerrville Municipal Court) in order to gain access to the TXDPS LPR Database.

The LPR Database contains shared data from all participating local, state, and federal agencies, as well as TXDPS captured data, of the following information associated with a license plate captured by an LPR: license plate numbers; latitude and longitude coordinates indicating where the plate was captured; date/time of the capture; and Originating Agency Identifier (ORI) information of the agency capturing the information. The LPR Database shall be maintained, operated, and managed by TXDPS on a 24 hour, 7 days a week, 365 days a year basis.

By executing this User Agreement, the Kerrville Police Department and the Kerrville Municipal Court will be able to utilize this Database on a daily basis.

**RECOMMENDED ACTION:**

Authorize the City Manager to execute the Texas Department of Public Safety Crime Records Services License Plate Reader User Agreement.

**TEXAS DEPARTMENT OF PUBLIC SAFETY**

**CRIME RECORDS SERVICES**

**LICENSE PLATE READER (LPR) USER AGREEMENT**

This document constitutes a User Agreement which sets forth the duties and responsibilities of the User Agency in order to gain access to the Texas Automated License Plate Reader (LPR) Database administered by the Texas Department of Public Safety (TXDPS). The User Agency shall be a criminal justice or law enforcement agency.

**USER AGENCY:** City of Kerrville Texas

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**ADDRESS:** 701 Main Street

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The LPR Database shall consist of shared data from all participating local, state, and federal agencies, as well as TXDPS captured data, of the following information associated with a license plate captured by an LPR: license plate numbers; latitude and longitude coordinates indicating where the plate was captured; date/time of the capture; and Originating Agency Identifier (ORI) information of the agency capturing the information. The LPR Database shall be maintained, operated, and managed by TXDPS on a 24 hour, 7 days a week, 365 days a year basis.

**A. USER AGENCY RESPONSIBILITIES**

1. The User Agency may only access and use LPR information for official criminal justice purposes. LPR information shall not be accessed or used for any other purpose.
2. The User Agency shall allow TXDPS to share the User Agency's data contributed to the LPR Database with other authorized criminal justice or law enforcement agencies.
3. The User Agency shall provide its own internet connectivity and maintenance which meets Criminal Justice Information Services (CJIS) Security Policy requirements.
4. The User Agency shall retain sole ownership of, sole responsibility for, and exclusive control over the content of the information that it contributes to the LPR Database.
5. The User Agency shall, at will and at any time, update, correct, or delete the information that it contributes to the LPR Database.
6. The User Agency has the sole responsibility to ensure that the information it contributes to the LPR Database was not obtained and is not maintained in violation of any federal, state, or local law applicable to that agency.
7. The User Agency has sole responsibility and accountability for ensuring compliance with all laws, regulations, policies, and procedures applicable to its entry and sharing of information into the LPR Database, including but not limited to the federal Driver's Privacy Protection Act (18 U.S.C. §2721 et seq.) and the Texas Motor Vehicle Records Disclosure Act (Tex. Transp. Code Ch. 730).
8. The User Agency shall duly report to TXDPS, in writing, any instance in which LPR information is used in an unauthorized manner. Such notice shall be provided immediately, but no later than three (3) calendar days of when the User Agency first learned of the unauthorized use.
9. The User Agency has the duty, sole responsibility, and accountability to make reasonable efforts to ensure the accuracy, upon entry and continuing thereafter, of information that it contributes to the LPR Database.
10. The User Agency is solely responsible for the actions or omissions of its employees and officers.
11. The User Agency shall permit access to the LPR Database only to individual users who meet standard Texas Law Enforcement Telecommunications System (TLETS) credentials.

**B. GENERAL TERMS**

1. TXDPS shall notify the User Agency if it receives a challenge to or reasonable question about the accuracy of the information submitted by the User Agency in the LPR Database.
2. The minimum retention period for information to remain in the LPR Database shall be three (3) years, unless the User Agency indicates to TXDPS that a shorter retention period is required.
3. TXDPS will provide system training to the LPR Database users at no charge to the User Agency at a time and location to be designated by TXDPS. The obligation of TXDPS to incur training costs is conditional upon sufficient funds budgeted and available. No financial liability shall be incurred by TXDPS by virtue of this User Agreement beyond monies available to it for the purpose of fulfilling this User Agreement.
4. TXDPS reserves the right to immediately suspend service to the User Agency or an individual user when applicable policies are violated. Service may be reinstated, in TXDPS' sole discretion, upon receipt of satisfactory assurance that such violations have been corrected. All costs for reconnection service are the responsibility of the User Agency.
5. TXDPS shall have the authority to inspect and audit the equipment, records, and operations of the User Agency to determine the User Agency's compliance with standards and requirements associated with TLETS, Texas Crime Information Center (TCIC)/National Crime Information Center (NCIC), and of this User Agreement throughout the term and for a period of four (4) years after the termination of this User Agreement. The User Agency shall maintain records regarding the use and dissemination of information in the LPR Database and shall provide such records to TXDPS immediately upon its request.
6. Any waiver of any breach or default of this User Agreement by TXDPS shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**C. DURATION AND TERMINATION**

1. This User Agreement is effective upon the date it is signed by the User Agency and shall remain in effect until terminated by TXDPS or the User Agency.
2. This User Agreement may be terminated at any time upon the mutual written consent of TXDPS and the User Agency.
3. TXDPS or the User Agency may terminate this User Agreement for convenience upon thirty (30) calendar days written notice to the other party.
4. TXDPS may terminate this User Agreement if the User Agency fails to comply with any provision of this User Agreement or is otherwise in default by providing written notice to terminate, which termination shall become effective immediately upon the User Agency's receipt of the notice.
5. In no event will termination by TXDPS give rise to any liability whatsoever on the part of TXDPS.
6. All rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of all information by the User Agency as described in this User Agreement shall survive any termination.

**D. NOTICES AND CONTACTS**

The User Agency shall direct all correspondence to TXDPS regarding this User Agreement to the following address:

Texas Department of Public Safety  
Law Enforcement Support Division  
Attention: TCIC Control Room  
P.O. Box 4143  
Austin, Texas 78765-4134  
Email: [TCIC.Operations@dps.texas.gov](mailto:TCIC.Operations@dps.texas.gov)

TXDPS shall direct all correspondence to the User Agency regarding this User Agreement to the following address and contact person designated by the User Agency. The User Agency shall notify TXDPS within ten (10) calendar days of any change in this information:

Name: Chris McCall

Address: 429 Sidney Baker St.

City, State, Zip: Kerrville, TX 78028

Telephone: (830)257-8181

Fax: (830)792-2702

Email: chris.mccall@kerrvilletx.gov

Notices to the addresses shown above shall be deemed received: (i) when delivered in hand and a receipt granted; (ii) three (3) calendar days after it is deposited in the United States mail; or (iii) when received if sent by confirmed fax or confirmed email.

**In WITNESS WHEREOF**, the signatory for the User Agency hereby represents and warrants that it has full and complete authority to sign this User Agreement on behalf of the User Agency.

**USER AGENCY:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

William Tatsch

Michael C. Hayes, City Attorney  
William L. Tatsch, Assistant



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

---

**SUBJECT:** Resolution No. 17-2021. A Resolution appointing Election Judges for the general election to be held on May 1, 2021; said judges provided by the County Elections Officer.

**AGENDA DATE OF:** March 23, 2021      **DATE SUBMITTED:** Mar 11, 2021

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20210323\\_Resolution\\_17-2021 Appointing election judges May 1 2021 municipal election.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>	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 the Joint Election Agreement between Kerr County and the City of Kerrville dated 12/10/2020, Section II "d" states "Election Officers with a list provided by Bob Reaves Tax Assessor/Collector (or designated employee) shall be appointed and approved through the governing body of the City of Kerrville".

The Joint Election Agreement, Contract No. 2020-77 is on file in the City Secretary Office.

**RECOMMENDED ACTION:**

Approve Resolution No. 17-2021.

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 17-2021**

**A RESOLUTION APPOINTING ELECTION JUDGES FOR THE  
GENERAL ELECTION TO BE HELD ON MAY 1, 2021; SAID  
JUDGES PROVIDED BY THE COUNTY ELECTIONS OFFICER**

**WHEREAS**, City Council, through its adoption of Resolution No. 29-2020, previously called a general election to be held on May 1, 2021, for the election of persons to the offices of Councilmember Place One and Councilmember Place Two; and

**WHEREAS**, City Council also approved a *Joint Election Agreement between the City of Kerrville and Kerr County*, wherein the County Election Officer would provide the City with a list of election officials for conducting such election; and

**WHEREAS**, the County Election Officer has now provided the City with a list of election officials for City Council approval; and

**WHEREAS**, City Council, in accordance with its agreement with the County and Section 32.005 of the Texas Election Code, finds it in the public interest to appoint the election officials submitted by the County Election Officer;

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

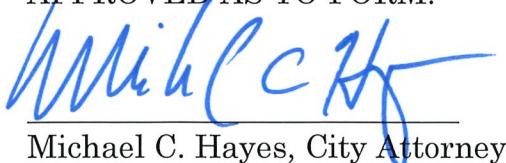
City Council appoints the Election Judge and other officials as provided for by the Kerr County Election Officer, such officials as specified on the document attached as **Exhibit A**. City Council appoints such officials for the election to be held on May 1, 2021.

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

---

Bill Blackburn, Mayor

APPROVED AS TO FORM:

  
Michael C. Hayes, City Attorney

ATTEST:

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Shelley McElhannon, City Secretary

## EXHIBIT A

City of Kerrville	
Early Voting Workers	
	Bill Fitch
	Emma Crespin-Crews
	Laurie Ingalls
Election Day Workers	
Judge	Paul Zohlen
Alternate Judge	Bill Fitch
Early Voting Ballot Board Workers	
Judge	Linda Bowman
Alternate Judge	Bunny Bond
Clerk	Gail Brown
Clerk	Cheryl Fitch
Central Count Station	
Manager	Nadene Alford
Judge	Jamie McClintock
Clerk	Sierra Kinsel
Clerk	Jana Cay Henderson



**TO BE CONSIDERED BY  
ECONOMIC IMPROVEMENT CORPORATION  
CITY OF KERRVILLE, TEXAS**



**SUBJECT:** Amendment to the Economic Development Grant Agreement between James Avery Craftsman, Inc. and the City of Kerrville Economic Improvement Corporation.

**AGENDA DATE OF:** March 23, 2021      **DATE SUBMITTED:** Mar 16, 2021

**SUBMITTED BY:** EA Hoppe

**EXHIBITS:** [20210323\\_Agreement\\_EIC and James Avery Craftsman - Economic Development Grant.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>	E - Economic Development
<b>Guiding Principle</b>	E4. Balance, broaden and diversify the City's tax base, shifting the tax burden away from residential property owners
<b>Action Item</b>	E4.2 - Explore opportunities to capitalize on existing businesses, such as Mooney, the Airport, and James Avery

**SUMMARY STATEMENT:**

James Avery Craftsman, Inc. (JAC) has an existing Economic Development Agreement with the City of Kerrville Economic Improvement Corporation (EIC) that dates back to before they made a major expansion of their main manufacturing facility now located along HWY 27 near the Kerrville Airport. Along with this major building expansion, significant levels of new employment were also outlined in the five-year Agreement. Essentially, the minimum new employees for 2017 was 134, for 2018 it was 191, for 2019 it was 252, for 2020 it was 306, and for 2021 (the final year of the Agreement) it was 359. Due to the pandemic and other market forces JAC missed their employment targets at the end of 2020 (246 versus 306) and approached the EIC as to a possible revision to the

Agreement. JAC desires to extend the Agreement to 2024 and will commit to employing at least 359 employees by the end of 2023 and maintaining that 359 employment level through the end of 2024. In addition, they also believe that they will be able to employ up to 286 employees at that facility by the end of 2021. Annual employment reports will be provided on the following February after the end of each Calendar Year, with the final report on February 2025.

The EIC contemplated this Amendment at the March 2nd EIC meeting and directed staff to draft an Amendment for further review at their regular public meeting called for Monday, March 15th. They approved the proposed Amendment at that March 15th meeting and are now sending the item to the City Council for approval.

**RECOMMENDED ACTION:**

Amend the agreement as presented, and as approved by the Kerrville Economic Improvement Corporation.

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN JAMES AVERY CRAFTSMAN, INC. AND THE CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION

THIS FIRST AMENDMENT TO ECONOMIC DEVELOPMENT GRANT AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between JAMES AVERY CRAFTSMAN, INC. (“Company”), and the CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION (“Corporation”)

WITNESSETH:

WHEREAS, on March 19, 2015, Company and Corporation entered into that certain agreement titled *Economic Grant Agreement between James Avery Craftsman, Inc. and the City of Kerrville, Texas, Economic Improvement Corporation* (the “Grant Agreement”) in which Corporation agreed to provide Company grant funding from Corporation’s sales tax revenues for costs relating to the design and construction of a new manufacturing facility (the “Project”); and

WHEREAS, based upon the ongoing economic conditions that continue to impact the entire country, the Corporation and Company have agreed to amend the Grant Agreement as specified below; and

WHEREAS, Corporation finds that it is in the public interest to amend the Grant Agreement as provided herein;

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

1. Section 2.1 of the Grant Agreement is amended with deletions indicated by ~~strikeout~~ text and additions indicated by underlined text as follows:

“2.1. Effective Date and Termination. Subject to approval by City’s City Council and, if applicable, compliance with Section 505.160 of the Act, the term of this Agreement (the “Term”) commences on January 14, 2015 (the “Effective Date”), and terminates on the earlier of:

- (a) ~~January 13, 2022~~ February 1, 2025;
- (b) when terminated by mutual agreement of the Parties;
- (c) if Commencement of Construction does not occur by the date set forth in Section 4.4 and, EIC elects to terminate this Agreement by providing notice to Company before Commencement of Construction actually occurs;

(d) if Completion of Construction does not occur by the date set forth in Section 4.4 and, EIC elects to terminate this Agreement by providing notice to Company before Completion of Construction actually occurs;

(e) when terminated pursuant to Articles VIII or IX; or

(f) at Company's sole and absolute discretion, upon Company's return of the Grant, or the portion of the Grant it has received, to EIC."

2. Section 4.6(a) of the Grant Agreement is amended with deletions indicated by **~~strikeout~~** text and additions indicated by underlined text as follows:

**4.6 New Full-Time Positions.**

(a) ...

<b>End of Calendar Year (12/31)</b>	<b>Minimum No. Total New Full-Time Positions by End of Subject Calendar Year</b>	<b>Minimum No. Newly Added Full-Time Positions for The Subject Calendar Year</b>
2017	134	62
2018	191	57
2019	252	61
2020	<b><u>306</u></b> <b><u>246</u></b> <sup>*</sup>	<b><u>54</u></b> <b><u>0</u></b>
2021	<b><u>359</u></b> <b><u>286</u></b>	<b><u>53</u></b> <b><u>40</u></b>
<u>2022</u>	<u>286</u>	<u>0</u>
<u>2023</u>	<u>359</u>	<u>73</u>
<u>2024</u>	<u>359</u>	<u>0</u>

For periodic reporting purposes, the Company shall report, on a **quarterly annual** basis, the cumulative number of New Full-Time Positions in weekly increments. For purposes of this calculation, a person employed in a New Full-Time Position who is not working within the City because the person is on any type of excused paid leave (e.g., vacation, sick leave, paid family leave, etc.), or is on an unpaid leave pursuant to the Family Medical Leave Act or other federal or state law which requires Company to retain the person as an employee while absent from work, will be included in the weekly count of Full-Time Position."

*(NOTE: number at "\*" above reflects employment numbers adjusted for COVID-19 pandemic and resulting declared emergencies.)*

3. Except as amended herein, the provisions of the Grant Agreement remain in

full force and effect. Should a conflict exist between the terms amended herein and the Grant Agreement, the terms provided herein shall control.

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

**CITY OF KERRVILLE, TEXAS  
IMPROVEMENT CORPORATION**

**JAMES AVERY CRAFTSMAN, INC.**

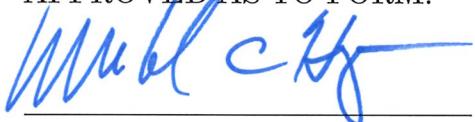
\_\_\_\_\_  
Greg Richards, President

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Keesha Franchina, Recording Secretary

APPROVED AS TO FORM:

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



**TO BE CONSIDERED BY  
ECONOMIC IMPROVEMENT CORPORATION  
CITY OF KERRVILLE, TEXAS**



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

**AGENDA DATE OF:** March 23, 2021      **DATE SUBMITTED:** Mar 16, 2021

**SUBMITTED BY:** EA Hoppe

**EXHIBITS:** [20210323\\_Agreement\\_EIC and Doyle School Community Center.pdf](#)  
[20210323\\_Presentation\\_Doyle Handout 2-2021.pdf](#)

<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$150,000	N/A	N/A	N/A

**PAYMENT TO BE MADE TO:** Doyle School Community Center

<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 Kerrville Economic Improvement Corporation (EIC) entered into an Economic Development Grant Agreement with the Doyle School Community Center, Inc. in April 2020 for \$500,000 to help facilitate over \$1,000,000 in improvements for various renovations to their location along Paschal Avenue. As further design efforts have been refined and project bidding has occurred, the projected cost of improvements for Phase I

are more than originally anticipated. The non-profit has asked to amend the Agreement for an additional \$150,000 in grant funding. A presentation is attached further outlining the status of the renovation and the requested Agreement amendment. The EIC approved the proposed amendment to the contract at their special-called March 2nd meeting and are sending it to City Council for final approval.

**RECOMMENDED ACTION:**

Approve the Amendment as presented.

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

**THIS FIRST AMENDMENT TO ECONOMIC DEVELOPMENT GRANT  
AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and  
between **THE DOYLE SCHOOL COMMUNITY CENTER, INC.** ("Doyle"), and the  
**CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT  
CORPORATION** ("Corporation")

**WITNESSETH:**

**WHEREAS**, on April 3, 2020, Doyle and Corporation entered into that certain  
agreement titled *Economic Grant Agreement between The Doyle School  
Community Center, Inc. and the City of Kerrville, Texas, Economic  
Improvement Corporation* (the "Grant Agreement") in which Corporation agreed  
to provide Doyle grant funding from Corporation's sales tax revenues for costs  
relating to the development and renovation of its Community Center (the "Project");  
and

**WHEREAS**, based upon the ongoing economic conditions that continue to  
impact the entire country and the related increase in costs, the Corporation and Doyle  
have agreed to amend the Grant Agreement as specified below; and

**WHEREAS**, Corporation finds that it is in the public interest to amend the  
Grant Agreement as provided herein;

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

**1.** Article I of the Grant Agreement is amended by amending the definition of  
"grant", with deletions indicated by **~~strikeout~~** text and additions indicated by  
**underlined** text as follows:

"*Grant*" means the amount of **~~Five~~ Six** Hundred **~~Fifty~~ Fifty** Thousand and No/100  
Dollars (**~~\$500~~\$650,000.00**) paid by EIC to Doyle in installments as provided in this  
Agreement."

**2.** Section 2.1 of the Grant Agreement is amended with deletions indicated by **~~strikeout~~** text and additions indicated by **underlined** text as follows:

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

- (a) December 31, 20302;
- (b) when terminated by mutual agreement of the Parties;
- (c) if Commencement of Project does not occur by the date set forth in Section 4.5 and, EIC elects to terminate this Agreement by providing notice to Doyle before Commencement of Project actually occurs;
- (d) if Completion of Project does not occur by the date set forth in Section 4.5 and, EIC elects to terminate this Agreement by providing notice to Doyle before Completion of Project actually occurs;
- (e) when terminated pursuant to Articles VIII or IX; or
- (f) at Doyle's sole and absolute discretion, upon Doyle's return of the Grant, or the portion of the Grant it has received, to EIC."

3. Except as amended herein, the provisions of the Grant Agreement remain in full force and effect. Should a conflict exist between the terms amended herein and the Grant Agreement, the terms provided herein shall control.

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

**CITY OF KERRVILLE, TEXAS  
IMPROVEMENT CORPORATION**

\_\_\_\_\_  
Greg Richards, President

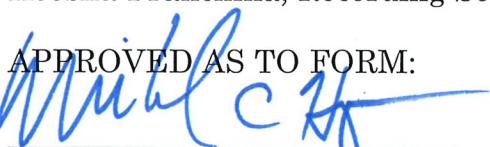
**THE DOYLE SCHOOL  
COMMUNITY CENTER, INC.**

By: \_\_\_\_\_  
Kay Tally-Foos, Executive Dir.

ATTEST:

\_\_\_\_\_  
Keesha Franchina, Recording Secretary

APPROVED AS TO FORM:

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



Renovations and Alterations to  
Doyle School Community Center



## Update on Renovation & Request for Additional Funding



## Timeline

### June – September

- Drawings done and finalized
- Plans for delivery of Temporary Buildings finalized (plumbing, electrical, digital)

### October

- pre bid meetings and temporary buildings delivered and installed

### November

- bids from two contractors came in and Zuber Construction was chosen.

### December and January

- worked to reduce cost of renovations, as the bid was approximately \$200K more than we still had available after expenses for plans, temp buildings, engineering, ADA evaluations
- sought other funding to meet new budget, and possibly be able to afford original quote (especially the complete commercial kitchen)

### February

- Demolition began on the 8th



## Concessions made before plans were put out for bids

- We made the complete renovation of the kitchen as a commercial kitchen an “add alternative.”
- We made parking lot resurfacing and the new parking lot on west side an “add alternative.”



## Current reductions from original bid from Zuber

- Large windows in hallway will not be installed.
- Kitchen cabinets and counters greatly reduced.
- Flooring choice reduced.
- Ceiling tile choice reduced.
- Lighting choice reduced.



## Statement of Need and Justification

Overall, the building cost was higher than anticipated. This is from several factors:

- The pandemic played a part in slowing the planning process, which in turn increased temporary building rental months (about \$4K per month)
- Installation of the Temporary Buildings was more involved than initially understood – electrical, water, and septic service provision was much higher than anticipated.
- The plans from which we were working for our original estimates had not gone through a complete engineering plan, nor had full drawings been completed at the time Doyle applied for EIC funds, and Foundation Grants.
- Asbestos Abatement costs are a bit higher than planned.



## Request from E.I.C.

Doyle School Community Center Board of Directors requests an additional \$150,000 toward costs for renovation of the Doyle Center.



## Capital Campaign continues

The Board of Directors of the Doyle Center will continue our capital campaign to fund the add alternatives, upgrade some of the items that we reduced to get the current cost of \$980K, and fund the next year of operations.



Renovations and Alterations to  
Doyle School Community Center





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

---

**SUBJECT:** Minutes for the City Council workshop held March 09, 2021.

**AGENDA DATE OF:** March 23, 2021      **DATE SUBMITTED:** Mar 11, 2021

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20210323\\_Minutes\\_Council workshop 5pm 3-09-21.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

**SUMMARY STATEMENT:**

Minutes for the City Council workshop held March 09, 2021 at 5:00 p.m.

**RECOMMENDED ACTION:**

Approve minutes as presented.

**CITY COUNCIL MINUTES  
WORKSHOP, CAILLOUX CITY CENTER**

**MARCH 09, 2021 5:00 PM  
KERRVILLE, TEXAS**

**CALL TO ORDER:** On March 9, 2021, at 5:02 p.m., the Kerrville City Council Workshop was called to order by Mayor Bill Blackburn at the Cailloux City Center, 910 Main Street.

**COUNCILMEMBERS PRESENT:**

Bill Blackburn	Mayor
Kim Clarkson	Mayor Pro Tem, Councilmember Place 2
Gary Cochrane	Councilmember Place 1
Judy Eychner	Councilmember Place 3
Brenda Hughes	Councilmember Place 4

**COUNCILMEMBER ABSENT:** None

**CITY STAFF PRESENT:**

Mark McDaniel	City Manager
E.A. Hoppe	Deputy City Manager
Mike Hayes	City Attorney
Shelley McElhannon	City Secretary
Kim Meismer	Executive Director for General Operations

**VISITORS PRESENT:** No citizen speakers were present during the workshop.

**1. CONSIDERATION AND POSSIBLE ACTION:**

1.A. Plan, discuss, and take action on decisions related to an Employee Appreciation Event.

City Council discussed event and provided update. Kim Meismer presented information and responded to questions.

**2. INFORMATION AND DISCUSSION:**

2.A. Quarterly Community Improvement Projects update.

Mark McDaniel introduced item 2A. E.A. Hoppe presented information and responded to questions. The City of Kerrville website will be updated with the quarterly update.

**3. EXECUTIVE SESSION:**

3.A. Kerrville Public Utility Board bond (551.071, 551.086).

No Executive Session was called.

**4. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION IF ANY:** N/A

**ADJOURN.**

The workshop was adjourned at 5:37 p.m.

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

APPROVED:

---

Bill Blackburn, Mayor

ATTEST:

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Shelley McElhannon, City Secretary



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

---

**SUBJECT:** Minutes for the City Council meeting held March 09, 2021.

**AGENDA DATE OF:** March 23, 2021      **DATE SUBMITTED:** Mar 11, 2021

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20210323\\_Minutes\\_Council regular meeting 6pm 3-09-21.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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**Kerrville 2050 Item?** No

**Key Priority Area** N/A

**Guiding Principle** N/A

**Action Item** N/A

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**SUMMARY STATEMENT:**

Minutes for the City Council meeting held March 09, 2021 at 6:00 p.m.

**RECOMMENDED ACTION:**

Approve minutes as presented.

**CITY COUNCIL MINUTES  
REGULAR MEETING**

**KERRVILLE, TEXAS  
MARCH 09, 2021**

On March 09, 2021, at 6:00 p.m. the meeting was called to order by Mayor Bill Blackburn at the Cailloux City Center, 910 Main Street. Mayor Blackburn 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	Stuart Barron	Director Public Works
E.A. Hoppe	Deputy City Manager	Stuart Cunyus	Public Information Officer
Mike Hayes	City Attorney	Amy Dozier	Chief Financial Officer
Shelley McElhannon	City Secretary	Eric Maloney	Fire Chief
		Drew Paxton	Chief Planner

**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:**

Items of interest to the community was presented by Stuart Cunyus, Mark McDaniel, Councilmember Brenda Hughes, Councilmember Judy Eychner, and Mayor Blackburn.

**2. PRESENTATIONS:**

2A. Kerrville Kindness award – Partners responding to Winter Storm 2021.

Mayor Blackburn acknowledged thirteen City partners assisting the City during the Winter Storm 2021: American Red Cross, Basement Brewers of Texas, Calvary Temple Church, First United Methodist Church, HEB Grocery Company, Ingram Independent School District, Kerrville Independent School District, Kerrville Veterans Administration, Maxey Energy Company, Pint & Plow Brewing Company, The Salvation Army, Schreiner University, and Walmart.

2B. City's ongoing preparedness and response to COVID-19 (Coronavirus).

Shelley McElhannon read item 2B caption into record.  
Chief Maloney and Mark McDaniel presented information and responded to questions.

**3. VISITORS FORUM:**

The following persons spoke:

- Simon Michael Stone Talamantes V

- George Baroody

**4. CONSENT AGENDA:**

Councilmember Kim Clarkson pulled 4B from the consent agenda. Councilmember Gary Cochrane made a motion to approve items 4A, 4C, 4D, 4E, and 4F on the consent agenda, and Councilmember Hughes seconded. The motion passed 5-0.

4A. Interlocal Agreement with Region 8 Education Service Center and the City of Kerrville.

4C. Minutes for the City Council meeting held February 09, 2021.

4D. Minutes for the City Council meeting held February 23, 2021.

4E. Minutes for the City Council workshop held March 01, 2021.

4F. Minutes for the City Council and Kerrville Public Utility Board of Trustees special-called meeting held March 04, 2021.

**END OF CONSENT AGENDA.**

4B. Local Agreement with 198<sup>th</sup> District Attorney's Office for the Disposition of Forfeited Contraband.

Mike Hayes presented information and responded to questions.

Councilmember Clarkson made a motion to approve item 4B on the consent agenda, and Councilmember Eychner seconded. The motion passed 5-0.

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

5A. Ordinance No. 2021-07. An Ordinance vacating, abandoning, and closing all right, title, and interest in a portion of a public right-of-way, consisting of approximately 8,504 square feet of an unimproved portion of a dedicated street that intersects with Meadow View Lane and thereafter terminates; said right-of-way dedicated by a plat of a subdivision within the City of Kerrville, Kerr County, Texas, and recorded in Volume 2, Page 102 of the Plat Records of Kerr County, Texas; and, located on and between the properties known as 304 and 400 Meadow View Lane; finding that said right-of-way is not required for future use as a public street; ordering recording; providing an effective date; and providing other matters related to this subject.

Mayor Blackburn opened the public hearing at 6:37 p.m.

Shelley McElhannon read Ordinance No. 2021-07 caption into record.

Drew Paxton presented information, and Drew Paxton, Mike Hayes, and Mark McDaniel responded to questions.

The following persons spoke:

- George Baroody
- Frank Galvan

Mayor Blackburn closed the public hearing at 6:54 p.m.

Councilmember Cochrane moved to approve Ordinance No. 2021-07 first reading with the caveat that staff contact both property owners with notice before second reading, and Councilmember Eychner seconded. The motion passed 5-0.

5B. Ordinance No. 2021-09. An Ordinance vacating, abandoning, and closing all right, title, and interest in a portion of a public right-of-way, consisting of an approximate .30 acre unimproved, dedicated alley that extends across the property located at 615 Elm Street; said right-of-way dedicated by plat for the Westland Place Addition, a Subdivision within the City of Kerrville, Kerr County, Texas, and recorded in the plats filed at Volume 43, Page 577 and Volume 45, Page 335 of the real property records of Kerr County, Texas; finding that said right-of-way is not required for future use as a public right-of-way; ordering recording; providing an effective date; and providing other matters related to this subject.

Mayor Blackburn opened the public hearing at 6:54 p.m.

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

Drew Paxton presented information and responded to questions.

The following person(s) spoke:

- George Baroody

Mayor Blackburn closed the public hearing at 6:57 p.m.

Councilmember Eychner moved to approve Ordinance No. 2021-09 first reading as presented, and Councilmember Hughes seconded. The motion passed 5-0.

## **6      CONSIDERATION AND POSSIBLE ACTION:**

6A. Resolution No. 10-2021. A Resolution authorizing the City's acceptance of the ownership of private streets for public use; such streets located within the Keystone Section Three Subdivision and consisting of Wilmington Avenue, Creswell Lane, and Roanoke Lane; authorizing the City Manager to take actions to effectuate the conveyance subject to various conditions.

Shelley McElhannon read Resolution No. 10-2021 caption into record.

Drew Paxton provided information and responded to questions.

The following person(s) spoke:

- George Baroody

Councilmember Eychner moved to approve Resolution No. 10-2021 as presented, and Councilmember Cochrane seconded. The motion passed 5-0.

6B. Construction Agreement with J&K Utility Services, LLC for the Loop 534 Ellenberger Well project in an amount of \$590,918.00.

Shelley McElhannon read item 6B caption into record.

Stuart Barron presented information and responded to questions.

Councilmember Cochrane moved to approve the Construction Agreement with J&K Utility Services LLC, and Councilmember Hughes seconded. The motion passed 5-0.

6C. Professional Service Agreement with Freese and Nichols, Inc. for the design of improvements to Knapp Wastewater Infrastructure in the amount of \$518,317.00.

Shelley McElhannon read item 6C caption into record.

Stuart Barron presented information and responded to questions.

Councilmember Hughes moved to authorize the City Manager to finalize and execute the Professional Service Agreement, and Councilmember Eychner seconded. The motion passed 5-0.

6D. Compromise, Settlement, and Release Agreement between Lone Star Inn and the City of Kerrville.

Shelley McElhannon read item 6D caption into record.

Amy Dozier presented information and responded to questions.

Councilmember Eychner moved to approve the agreement and authorize the City Manager to finalize and execute the Lone Star Inn settlement, and Councilmember Hughes seconded. The motion passed 5-0.

**7 ITEMS FOR FUTURE AGENDAS:**

No items were presented.

**8 BOARD APPOINTMENT(S):**

8A. Appointment to the Kerrville Public Utility Board of Trustees, position #3.

Councilmember Cochrane made a motion to reappoint Bill Thomas to the Kerrville Public Utility Board of Trustees position #3, and Mayor Blackburn seconded. The motion passed 5-0.

Councilmember Eychner made a motion the City Council adjourn into closed executive session under 551.071 (consultation with attorney), and Councilmember Clarkson seconded. The motion passed 5-0.

Mayor Blackburn recessed the meeting at 7:20 p.m., and reconvened in closed executive session in the Cailloux City Center upstairs conference room.

**9 EXECUTIVE SESSION:**

9A. Compromise, settlement, and release agreement between Lone Star Inn and the City of Kerrville (551.071).

9B. Appointment to the Kerrville Public Utility Board of Trustees position 3 (551.074).

9C. Legal advice as to the claim against Mark Rowan concerning damage to City property (fire hydrant) (551.071).

9D. Kerrville Public Utility Board bond (551.071, 551.086).

The closed executive session adjourned, Council returned to open session at 7:45 p.m.

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

No action was taken in Executive Session.

Items 9A and 9B were not discussed during the Executive Session.

9C. Legal advice as to the claim against Mark Rowan concerning damage to City property (fire hydrant). Councilmember Cochrane moved to authorize litigation against Mark Rowan to recover the cost to repair the damaged fire hydrant, seconded by Councilmember Eychner. The motion passed 5-0.

**ADJOURN.** The meeting adjourned at 7:46 p.m.

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

APPROVED:

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Bill Blackburn, Mayor

ATTEST:

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Shelley McElhannon, City Secretary



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

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**SUBJECT:** Ordinance No. 2021-07, second reading. An Ordinance vacating, abandoning, and closing all right, title, and interest in a portion of a public right-of-way, consisting of approximately 8,504 square feet of an unimproved portion of a dedicated street that intersects with Meadow View Lane and thereafter terminates; said right-of-way dedicated by a plat of a subdivision within the City of Kerrville, Kerr County, Texas, and recorded in Volume 2, Page 102 of the Plat Records of Kerr County, Texas; and, located on and between the properties known as 304 and 400 Meadow View Lane; finding that said right-of-way is not required for future use as a public street; ordering recording; providing an effective date; and providing other matters related to this subject.

**AGENDA DATE OF:** March 23, 2021      **DATE SUBMITTED:** Mar 11, 2021

**SUBMITTED BY:** Drew Paxton

**EXHIBITS:** [20210323\\_Ordinance 2021-07 ROW closure 400 Meadowview Lane second reading.pdf](#)

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

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

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

**SUMMARY STATEMENT:**

The adjacent property owner has requested to close and abandon the street right-of-way adjacent to his property. This street segment was not constructed, is not identified on the Master Thoroughfare Plan, and a roadway is not intended to be constructed there now or on the future. The property will maintain the existing 20' sewer easement for the existing sewer line.

Staff supports the request.

City Council approved Ordinance 2021-07 first reading on March 09, 2021, with a caveat that City staff contact both property owners and provide notice, before the second reading. The motion passed 5-0.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2021-07 on second reading.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2021-07**

**AN ORDINANCE VACATING, ABANDONING, AND CLOSING ALL RIGHT, TITLE, AND INTEREST IN A PORTION OF A PUBLIC RIGHT-OF-WAY, CONSISTING OF APPROXIMATELY 8,504 SQUARE FEET OF AN UNIMPROVED PORTION OF A DEDICATED STREET THAT INTERSECTS WITH MEADOW VIEW LANE AND THEREAFTER TERMINATES; SAID RIGHT-OF-WAY DEDICATED BY A PLAT OF A SUBDIVISION WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, AND RECORDED IN VOLUME 2, PAGE 102 OF THE PLAT RECORDS OF KERR COUNTY, TEXAS; AND, LOCATED ON AND BETWEEN THE PROPERTIES KNOWN AS 304 AND 400 MEADOW VIEW LANE; FINDING THAT SAID RIGHT-OF-WAY IS NOT REQUIRED FOR FUTURE USE AS A PUBLIC STREET; ORDERING RECORDING; PROVIDING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THIS SUBJECT**

**WHEREAS**, an unimproved and unmarked portion of a public right-of-way intersects Meadow View Lane (“Right-of-Way Segment”); and

**WHEREAS**, the Right-of-Way Segment has not been, and will not be, required for public use as the City has no plans to improve or maintain it as a public right-of-way; and

**WHEREAS**, a property owner who owns property adjacent to this Right-of-Way Segment has asked the City to abandon and vacate the right-of-way; and

**WHEREAS**, the Right-of-Way Segment is unimproved, located between two properties upon which homes have been built, terminates at this location, is not needed as a future public right-of-way, and would require the expenditure of funds to improve and maintain; and

**WHEREAS**, City staff recommends that City Council formally vacate, abandon, and close the Right-of-Way Segment, subject to terms of this Ordinance; and

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

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

**WHEREAS**, City Council held a public hearing beginning at approximately 6:00 p.m. on March 9, 2021, as advertised in a newspaper of general circulation and on the City's website, to consider public comments regarding the issue of vacation, abandonment, and closure of the Right-of-Way Segment; and

**WHEREAS**, the Right-of-Way Segment exists by easement (plat) and as such, the rights vacated, abandoned, and closed by the City pursuant to this Ordinance will unburden the underlying fee ownership of the Right-of-Way Segment by the adjacent property (lot) owners and thus, the City, pursuant to Section 272.001, Texas Local Government Code, is not required to receive value for this action; and

**WHEREAS**, in addition, the City never having to improve or maintain this street provides a reasonable amount of value to the City to support its vacation, abandonment, and closure of the Right-of-Way Segment; and

**WHEREAS**, pursuant to the actions contemplated to be taken below and in order to avoid any future cost to the public with respect to the future improvement and maintenance of the Right-of-Way Segment, City Council, acting pursuant to state law, finds it to be in the public interest and advisable to vacate, abandon, and close the Right-of-Way Segment, subject to the limitations and conditions which follow;

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

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

**SECTION TWO.** City Council finds that the following Right-of-Way Segment is no longer essential to the safe and efficient flow of traffic or to any other authorized public use. As an exercise of its discretion, City Council hereby vacates, abandons, and closes in favor of the abutting property owners, as appropriate, all of the City's right, title, and interest of the public in and to the Right-of-Way Segment, which is identified as follows, subject however, to the conditions and restrictions provided below:

**That portion of an unimproved fifty foot (50') street dedication from its intersection with Meadow View Lane, and being pictured and depicted in the exhibits found in Exhibit A, attached hereto and incorporated herein by reference.**

**SECTION THREE.** The Right-of-Way Segment exists by virtue of the Meadow View Estate subdivision plat recorded at Volume 2, Page 102 of the Plat Records of Kerr County, Texas.

**SECTION FOUR.** The properties abutting the Right-of-Way Segment are:

**304 Meadow View Lane, Kerrville, TX 78028**  
**400 Meadow View Lane, Kerrville, TX 78028**

The listing above is made solely to facilitate indexing this Ordinance in the Real Property Records of Kerr County, Texas. If the listing is inaccurate or not comprehensive, it does not affect the validity of this Ordinance or the vacation, abandonment, and closure of the Right-of-Way Segment.

**SECTION FIVE.** The Right-of-Way Segment exists by easement (plat). The rights vacated, abandoned, and closed by the City pursuant to this Ordinance will unburden the underlying fee ownership of the Right-of-Way Segment by the adjacent property (lot) owners.

**SECTION SIX.** All presently existing water and wastewater lines and facilities, electric transmission and distribution lines and facilities, gas lines and facilities, communication lines and facilities, or any other public utility lines and facilities, if any, may remain in place despite this Ordinance and may continue to be used, repaired, enlarged, and maintained in the ordinary course of business. Such easements include a sewer easement, as dedicated by the subdivision plat recorded at Volume 2, Page 102 of the Plat Records of Kerr County, Texas; and a water and sewer easement, as dedicated by the instrument recorded in Volume 2, Page 361 of the Real Property Records of Kerr County, Texas. The City hereby notifies the adjacent property owners and others that it currently maintains a wastewater main within this easement area and any use by a private party of the area following approval of this Ordinance may not interfere with such use. Should interference occur, City has the right to terminate or remove the interfering use immediately, without notice, and without any duty to remediate or pay for any damage, should any occur. Any person wanting removal of an existing utility line or facility must negotiate separately with the pertinent utility. Any person building on the Right-of-Way Segment without first reaching an agreement with a utility having a line(s) or facility(s) within the segment, including the City, does so at its own risk. This closure does not give up any right arising other than from the plat creating the Right-of-Way Segment. Neither does this Ordinance create new easement rights.

**SECTION SEVEN.** The following condition precedent to the vacation, abandonment, and closure shall apply and be part of the consideration for the action authorized by this Ordinance:

Within 18 months of the adoption of this Ordinance, the owner(s) adjacent to the Right-of-Way Segment shall submit, obtain approval, and officially record a subdivision plat absorbing all of the abandoned Right-of-Way Segment into adjacent lot(s) and reconfiguration of said lot(s) along with the adjacent property, meeting all requirements of the City's subdivision regulations. No plat will impair the rights retained by City pursuant to Section Six, above, unless in the course of platting, the owner(s), at its own expense, otherwise provides for those rights according to platting rules of general applicability. Further, the plat shall note such previously established rights.

**SECTION EIGHT.** The City Secretary is authorized and directed to prepare a certified copy of this Ordinance and furnish the same to abutting property owners, and in addition, record this vacation, abandonment, and closure Ordinance in the Real Property Records of Kerr County, Texas, subject to the conditions in Section Seven, above.

**SECTION NINE.** The City Manager and City Attorney, or designee(s), are authorized and directed to execute and deliver any document(s) and to take any action(s) necessary to complete the vacation, abandonment, and closure.

**SECTION TEN.** This Ordinance shall become effective immediately after its second reading and final passage.

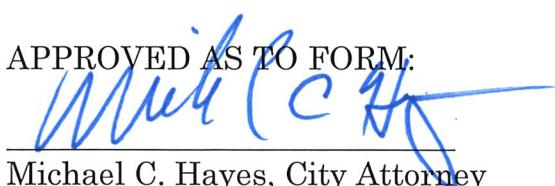
PASSED AND APPROVED ON FIRST READING, this the 09 day of MARCH, A.D., 2021.

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

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Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

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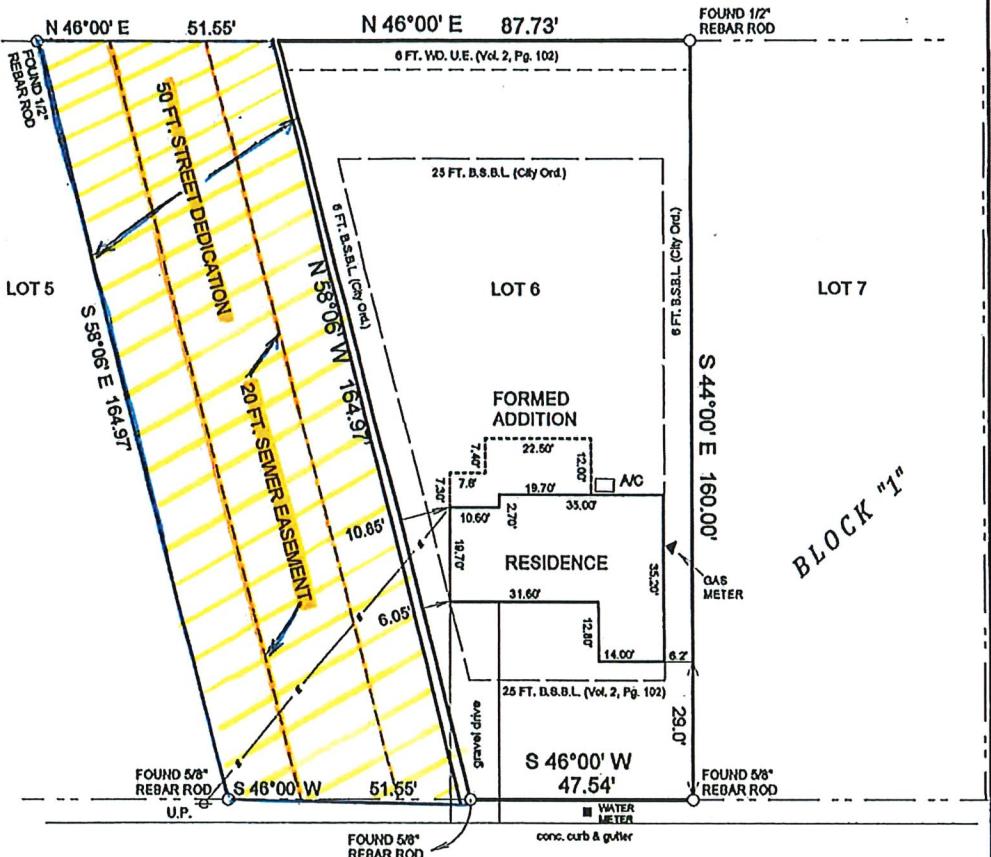
Shelley McElhannon, City Secretary

FORM BOARD SURVEY PLAT OF LOT 6, BLOCK "1", OF MEADOW VIEW ESTATES, A SUBDIVISION OF KERR COUNTY, TEXAS, OF RECORD IN VOLUME 2, PAGE 102, PLAT RECORDS OF KERR COUNTY, TEXAS.

7.1 Ac.  
Hervey Square Limited Partnership  
Vol. 1469, Pg. 302



SCALE: 1" = 30 FEET



MEADOW VIEW LANE  
50 FT. WD. PUBLIC STREET

FORM BOARD SURVEY - 400 MEADOW VIEW LANE

I, Gary Max Brandenburg, Registered Professional Land Surveyor No. 5164  
hereby certify that this plat represents a survey made on the ground under my  
direct supervision and direction on September 20, 2010.

Gary Max Brandenburg  
Registered Professional Land Surveyor No. 5164



JOB NO. GMB-563

CLIENT STEVE PRATT

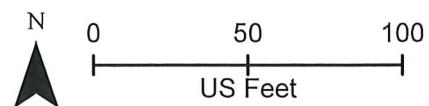
OWNER: FRANK GALVAN

PROPERTY ADDRESS:  
400 MEADOW VIEW LANE  
KERRVILLE, TEXAS 78028

DRAWN BY GMB

GARY MAX BRANDENBURG LAND SURVEYING  
200 NIMITZ DR. KERRVILLE, TX. 78028 830 928-8220  
gary.brandenburg50@yahoo.com

Texas Board of Professional Land Surveying  
12100 Park 35 Circle, Bldg. A, Suite 156, MC-230  
Austin, Texas 78753 512 239-5263



03/03/2021 04:09 PM

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



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

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**SUBJECT:** Ordinance No. 2021-09, second reading. An Ordinance vacating, abandoning, and closing all right, title, and interest in a portion of a public right-of-way, consisting of an approximate .30 acre unimproved, dedicated alley that extends across the property located at 615 Elm Street; said right-of-way dedicated by plat for the Westland Place Addition, a Subdivision within the City of Kerrville, Kerr County, Texas, and recorded in the plats filed at Volume 43, Page 577 and Volume 45, Page 335 of the real property records of Kerr County, Texas; finding that said right-of-way is not required for future use as a public right-of-way; ordering recording; providing an effective date; and providing other matters related to this subject.

**AGENDA DATE OF:** March 23, 2021      **DATE SUBMITTED:** Mar 11, 2021

**SUBMITTED BY:** Drew Paxton

**EXHIBITS:** [20210323\\_Ordinance 2021-09 ROW alley closure 615 Elm Street second reading.pdf](#)

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

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

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

**SUMMARY STATEMENT:**

The adjacent property owner has requested to close and abandon the alley right-of-way adjacent to his property. The applicant will maintain the existing 12' utility easement. Staff supports the request.

City Council approved Ordinance No. 2021-09 first reading on March 09, 2021.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2021-09 on second reading, as presented.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2021-09**

**AN ORDINANCE VACATING, ABANDONING, AND CLOSING ALL RIGHT, TITLE, AND INTEREST IN A PORTION OF A PUBLIC RIGHT-OF-WAY, CONSISTING OF AN APPROXIMATE .30 ACRE UNIMPROVED, DEDICATED ALLEY THAT EXTENDS ACROSS THE PROPERTY LOCATED AT 615 ELM STREET; SAID RIGHT-OF-WAY DEDICATED BY PLAT FOR THE WESTLAND PLACE ADDITION, A SUBDIVISION WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, AND RECORDED IN THE PLATS FILED AT VOLUME 43, PAGE 577 AND VOLUME 45, PAGE 335 OF THE REAL PROPERTY RECORDS OF KERR COUNTY, TEXAS; FINDING THAT SAID RIGHT-OF-WAY IS NOT REQUIRED FOR FUTURE USE AS A PUBLIC RIGHT-OF-WAY; ORDERING RECORDING; PROVIDING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THIS SUBJECT**

**WHEREAS**, an unimproved and unmarked portion of a public right-of-way extends across the property located at 615 Elm Street (“Alley”); and

**WHEREAS**, the Alley has not been, and will not be, required for public use as the City has no plans to improve or maintain it as a public right-of-way; and

**WHEREAS**, a property owner who owns property that the Alley extends across has asked the City to abandon and vacate the right-of-way; and

**WHEREAS**, the Alley is unimproved, is not needed as a future public right-of-way, and would require the expenditure of funds to improve and maintain; and

**WHEREAS**, City staff recommends that City Council formally vacate, abandon, and close the Alley, subject to terms of this Ordinance; and

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

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

**WHEREAS**, City Council held a public hearing beginning at approximately 6:00 p.m. on March 9, 2021, as advertised in a newspaper of general circulation and on the City’s website, to consider public comments regarding the issue of vacation, abandonment, and closure of the Alley; and

**WHEREAS**, the Alley exists by easement (plat(s)) and as such, the rights vacated, abandoned, and closed by the City pursuant to this Ordinance will unburden the underlying fee ownership of the Alley by the adjacent property (lot) owner and thus, the City, pursuant to Section 272.001, Texas Local Government Code, is not required to receive value for this action; and

**WHEREAS**, in addition, the City never having to improve or maintain this alley provides a reasonable amount of value to the City to support its vacation, abandonment, and closure of the Alley; and

**WHEREAS**, pursuant to the actions contemplated to be taken below and in order to avoid any future cost to the public required with respect to the future improvement and maintenance of the Alley, City Council, acting pursuant to state law, finds it to be in the public interest and advisable to vacate, abandon, and close the Alley, subject to the limitations and conditions which follow;

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

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

**SECTION TWO.** City Council finds that the following Alley is no longer essential to the safe and efficient flow of traffic or to any other authorized public use. As an exercise of its discretion, City Council hereby vacates, abandons, and closes in favor of the abutting property owner, all of the City's right, title, and interest of the public in and to the Alley, which is identified as follows, subject however, to the conditions and restrictions provided below:

**That portion of an unimproved twelve foot (12.0') wide alley as it extends across the property located at 615 Elm Street, and situated between Lots 2 and 10, Block 41, Westland Place Addition, and being pictured and depicted in the exhibits found in Exhibit A, attached hereto and incorporated herein by reference.**

**SECTION THREE.** The Alley exists by virtue of the subdivision plats recorded at Volume 43, Page 577, and Volume 45, Page 335 of the Real Property Records of Kerr County, Texas, and as referenced in Volume 7, Page 429, Builder's and Mechanic's Lien Records, of Kerr County, Texas.

**SECTION FOUR.** The property abutting the Alley is:

**615 Elm Street, Kerrville, TX 78028**

The listing above is made solely to facilitate indexing this Ordinance in the Real Property Records of Kerr County, Texas. If the listing is inaccurate or not comprehensive, it does not affect the validity of this Ordinance or the vacation, abandonment, and closure of the Alley.

**SECTION FIVE.** The Alley exists by easement (plat(s)). The rights vacated, abandoned, and closed by the City pursuant to this Ordinance will unburden the underlying fee ownership of the Alley by the adjacent lot owner.

**SECTION SIX.** All presently existing water and wastewater lines and facilities, electric transmission and distribution lines and facilities, gas lines and facilities, communication lines and facilities, or any other public utility lines and facilities, if any, may remain in place despite this Ordinance and may continue to be used, repaired, enlarged, and maintained in the ordinary course of business. The City hereby notifies the adjacent property owner and others that it currently maintains a water and wastewater main within the Alley. In addition, a natural gas main may also exist within the Alley. Any use by a private party of the area following approval of this Ordinance may not interfere with any such use. Should interference occur, City has the right, with respect to its water and wastewater mains, to terminate or remove the interfering use immediately, without notice, and without any duty to remediate or pay for damage, should any occur. Any person wanting removal of an existing utility line or facility must negotiate separately with the pertinent utility. Any person building on the Alley without first reaching an agreement with a utility having a line(s) or facility(s) within the segment does so at its own risk. This closure does not give up any right arising other than from the plat creating the Alley. Neither does this Ordinance create new easement rights.

**SECTION SEVEN.** The following condition precedent to the vacation, abandonment, and closure shall apply and be part of the consideration for the action authorized by this Ordinance:

Within 12 months of the adoption of this Ordinance, the owner(s) adjacent to the Alley shall submit, obtain approval, and officially record a subdivision plat absorbing all of the abandoned Alley into the adjacent lot and reconfiguration of said lot, meeting all requirements of the City's regulations. No plat will impair the rights retained by City pursuant to Section Six, above, unless in the course of platting, the owner(s), at its own expense, otherwise provides for those rights according to platting rules of general applicability. Further, the plat shall note such

previously established rights. Finally, the plat shall reaffirm and convey a water and wastewater easement to the City to account for the existing main(s) located within the Alley, in a width not to exceed ten feet (10.0').

**SECTION EIGHT.** The City Secretary is authorized and directed to prepare a certified copy of this Ordinance and furnish the same to the abutting property owner, and in addition, record this vacation, abandonment, and closure Ordinance in the Real Property Records of Kerr County, Texas of all the right, title, or interest of the City in and to the Alley specified in Sections Two and Three, but only to that interest that City Council may lawfully vacate, abandon, and close, and subject to the limitations and conditions of this Ordinance, including those found within Section Seven, above.

**SECTION NINE.** The City Manager and City Attorney, or designee(s), are authorized and directed to execute and deliver any document(s) and to take any action(s) necessary to complete the vacation, abandonment, and closure.

**SECTION TEN.** This Ordinance shall become effective immediately after its second reading and final passage.

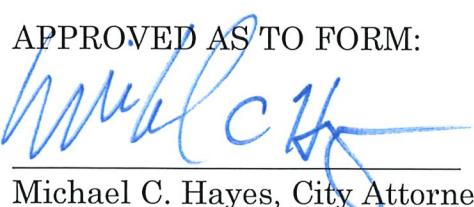
PASSED AND APPROVED ON FIRST READING, this the 09 day of March, A.D., 2021.

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

---

Bill Blackburn, Mayor

APPROVED AS TO FORM:



---

Michael C. Hayes, City Attorney

ATTEST:

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Shelley McElhannon, City Secretary

## EXHIBIT A

BEING A 0.340 ACRE TRACT OR PARCEL OF LAND SITUATED IN KERRVILLE, KERR COUNTY, TEXAS; BEING PART OF LOT 10, BLOCK NO. 41, OF WESTLAND PLACE ADDITION TO THE CITY OF KERRVILLE, RECORDED IN VOLUME 45, PAGE 335, DEED RECORDS OF KERR COUNTY, TEXAS; AND VOLUME 1, PAGE 26-A, PLAT RECORDS OF KERR COUNTY, TEXAS

**SUBJECT TO:**

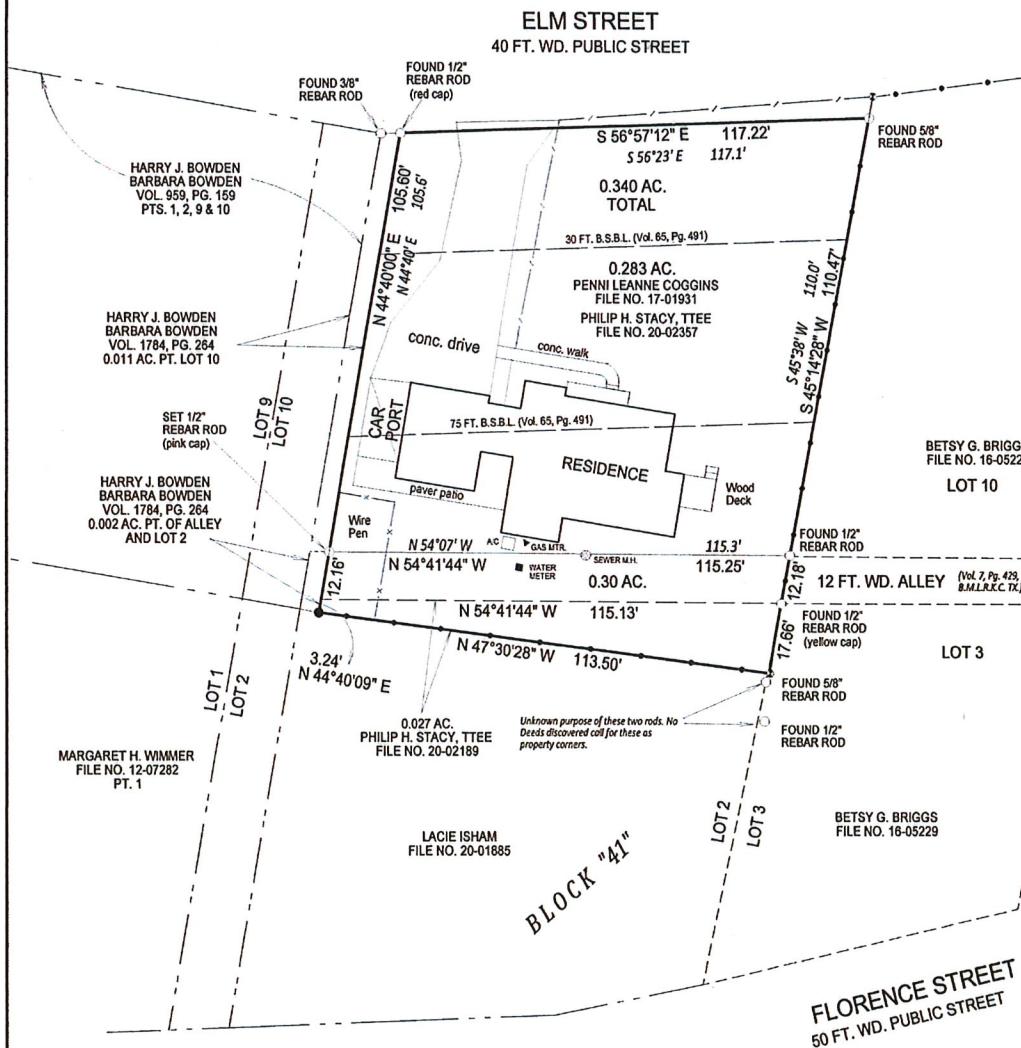
#### NOTES:

**RESTRICTIONS AND MATTERS IN:**  
VOL. 45, PG. 335 D.R.K.C. TX.  
VOL. 1, PG. 26 A.P.R.K.C. TX.  
VOL. 45, PG. 458 D.R.K.C. TX.  
VOL. 65, PG. 491 D.R.K.C. TX.  
VOL. 57, PG. 118 D.R.K.C. TX.  
VOL. 70, PG. 271 D.R.K.C. TX.  
VOL. 65, PG. 13 D.R.K.C. TX.  
VOL. 452, PG. 503 R.P.R.K.C. TX.  
VOL. 43, PG. 577 D.R.K.C. TX.  
VOL. 84, PG. 215 D.R.K.C. TX.  
VOL. 1, PGS. 1-6 P.R.K.C. TX.  
VOL. 47, PG. 497 D.R.K.C. TX.  
VOL. 7, PG. 429 B. & M. L.R.K.C. TX.

RECORD PLAT/DEED CALLS SHOWN IN SMALLER  
ITALIC TYPE NEAR MEASURED CALLS.  
  
ALL IRON RODS SET CAPPED: "RPLS 5164"  
  
THIS PLAT IS A COMPANION DOCUMENT TO A  
METERS AND BOUNDS DESCRIPTION OF THIS  
SURVEY DATED JANUARY 20, 2020, AND  
OCTOBER 26, 2020.



SCALE: 1" = 30 FEET



JOB NO. GMB 588

**CLIENT PIC**

BUYER:  
PHILIP H. STACY, LEGACY TRUST

PROPERTY ADDRESS:  
615 ELM STREET  
KERRVILLE TEXAS 78028

TITLE CO. KERRVILLE TITLE

G. F. NO. 2020107

FEMA F.I.R.M. NO. 48265C0470F

PANEL DATE 03/03/2011

**FLOOD ZONE X**

DRAWN BY GMB

— 10 —

I, Gary Max Brandenburg, Registered Professional Land Surveyor No. 5164 hereby certify that this plat represents a survey made on the ground under my direct supervision and direction on January 20, 2020. That all visible improvements, easements, utilities, discrepancies in boundaries, set-backs and restrictive covenants are shown and/or cited hereon.

Gary Max Brandenburg  
Registered Professional Land Surveyor No. 5164



GARY MAX BRANDENBURG LAND SURVEYING  
200 NIMITZ DR. KERRVILLE, TX. 78028 830 928-8220  
gary.brandenburg50@yahoo.com

Texas Board of Professional Land Surveying  
12100 Park 35 Circle, Bldg. A, Suite 156, MC-230  
Austin, Texas 78753 512 239-5263



# EXHIBIT A

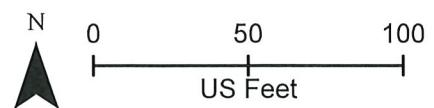


US Census Bureau, USDA, City of Kerrville, GeoEye, Maxar, Microsoft, Esri Community Maps Contributors, City of Kerrville, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS

Lot

Public Alley

Alley To Be Abandoned



03/03/2021 05:20 PM

joyoung

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

**METES AND BOUNDS DESCRIPTION  
0.340 ACRE**

BEING A 0.340 ACRE TRACT OR PARCEL OF LAND SITUATED IN KERRVILLE, KERR COUNTY, TEXAS; BEING PART OF LOT 2 AND LOT 10, BLOCK NO. 41, OF WESTLAND PLACE ADDITION TO THE CITY OF KERRVILLE, RECORDED IN VOLUME 45, PAGE 335, DEED RECORDS OF KERR COUNTY, TEXAS; AND VOLUME 1, PAGE 26-A, PLAT RECORDS OF KERR COUNTY, TEXAS;

BEING COMPRISED OF THE FOLLOWING:

A PART OF THAT 0.3 (ZERO POINT THREE) ACRE TRACT HAVING BEEN CONVEYED FROM MARY ANN PARKER TO ROBERT SCHRAMKE AND RUTH SCHRAMKE BY DEED EXECUTED THE 27TH DAY OF JULY, 2007, RECORDED IN VOLUME 1621, PAGE 111, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS; SAID PART (0.283 AC.) BEING SUBSEQUENTLY CONVEYED FROM JANE COCHRANE MILLER, TRUSTEE OF THE JANE COCHRANE MILLER TRUST, TO PENNI LEANNE COGGINS BY A GIFT DEED EXECUTED THE 21ST DAY OF MARCH, 2017, RECORDED IN CLERK'S FILE NO. 17-01931, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS; THEN FROM PENNI LEANNE COGGINS TO THE PHILIP H. STACY, TTEE, BY A WARRANTY DEED EXECUTED THE 2<sup>ND</sup> DAY OF APRIL, 2020, RECORDED IN CLERK'S FILE NO. 20-02357, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS;

A 0.027 ACRE PART OF LOT 2, BLOCK 41 CONVEYED FROM LACIE ISHAM, ET AL, TO PHILIPH. STACY, TTEE, BY A WARRANTY DEED EXECUTED THE 27<sup>TH</sup> DAY OF MARCH, 2020, RECORDED IN CLERK'S FILE NO. 20-02189, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS;

AND A THE REMAINING PORTION OF A TWELVE (12) FOOT WIDE ALLEY IN SAID BLOCK 41 REFERENCED IN VOLUME 7, PAGE 429, BUILDER'S AND MECHANIC'S LIEN RECORDS OF KERR COUNTY, TEXAS, SITUATED BETWEEN SAID LOT 2 AND LOT 10;

BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at the North corner of the herein described tract, a capped (red) 1/2" rebar rod found in the southwest line of Elm Street, a forty (40) foot wide public street; said rod marking the East corner of that certain 0.011 acre tract having been conveyed to Harry J. Bowden and wife, Barbara Bowden by a Warranty Deed dated March 29, 2010 and recorded in Volume 1784, Page 264, Official Public Records of Kerr County, Texas; same being referenced as the SAVE AND EXCEPT parcel severed from said 0.3 acre tract in said Clerk's File No. 17-01931; said rod bears a record call of 4.7 feet, S 56°43' E from a 3/8" rebar rod marking the North corner of said 0.3 acre tract and 0.011 acre tract; and from said 3/8" rebar rod, the North corner of Lot 10, Block 41 bears a record call of 14.7 feet, N 45°20' W;

**THENCE** with southwest line of Elm Street and the northeast line of the herein described tract; along the arc of an irregular curve to the left; **S 56°57'12" E, 117.22 feet** (record: S 56°23' E, 117.10') to a 5/8" rebar rod found in a chain link fence along the northwest boundary of that certain 0.379 acre tract conveyed to Betsy G. Briggs as recorded in Clerk's File No. 16-05229 and marking the East corner said 0.3 acre tract and of the herein described tract;

**THENCE** along chain link fence with a portion of the northwest boundary of said 0.379 acre tract, which forms the southeast line of the herein described tract; **S 45°14'28" W, 110.47 feet** (record: S 45°38' W, 110.0 feet to a 1/2" rebar rod found in the northeast line of a 12 foot wide alley marking the South corner of said 0.3 acre tract and of the herein described tract;

**THENCE** with said northwest line of Briggs tract, along a chain link fence; **S 45°14'28" W, 12.18 feet** to a capped (yellow) 1/2" rebar rod found in the southwest line of said 12 foot wide alley and in the northwest boundary of said Briggs tract; said rod marking the East corner of Lot 2, Block 41;

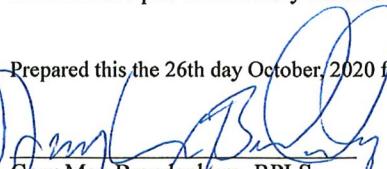
**THENCE** continuing with the northwest boundary of said Briggs tract and with the common line of Lot 2 and Lot 3, Block 41, along a chain link fence; **S 45°14'28" W, 17.66 feet** to a chain link fence corner post marking the South corner of the herein described tract;

**THENCE** through the interior of said Lot 2 along a chain link fence; **N 47°30'28" W, 113.50 feet** to a 1/2" rebar rod marking the West corner of the herein described tract;

THENCE with a fence and along the southeast line of a 0.002 acre tract conveyed to Harry J. Bowden and Barbara Bowden in Volume 1784, Page 264, Official Public Records of Kerr County, Texas; N 44°40'09" E, 3.24 feet a point in the southwest line of said alley and N 44°40'09" E, 12.16 feet a 1/2" rebar rod set (pink cap) marking the west corner of said 0.283 acre tract out of Lot 10, Block 41 having been conveyed to Penni Leanne Coggins and east corner of said 0.002 acre tract;

THENCE through the interior of said 0.3 acre tract with the southeast line of said 0.011 acre tract; N 44°40'00" E, 105.60 feet (record: N 44°40' E, 105.6') to the **POINT OF BEGINNING**, containing 0.340 acre of land, more or less, within these metes and bounds; a companion document to a plat of this survey dated January 20, 2020.

Prepared this the 26th day October, 2020 from a survey made the 20<sup>th</sup> day of January, 2020.

  
Gary Max Brandenburg, RPLS  
Texas Registration No. 5164  
GARY MAX BRANDENBURG  
LAND SURVEYING  
200 Nimitz Drive  
Kerrville, Texas 78028  
830 928-8220





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

**SUBJECT:** Resolutions Regarding the Texas Community Development Block Grant Program Application. (Three items will be presented together.)

- 1.) Resolution No. 13-2021. A Resolution authorizing the submission of a Texas Community Development Block Grant Program application to the Texas Department of Agriculture for the 2021-2022 Community Development Fund; and authorizing the Mayor and City Manager to act as the City's Executive Officers and authorized representatives in all matters pertaining to the City's participation in the Texas Community Development Block Grant Program.
- 2.) Resolution No. 14-2021. A Resolution adopting a public access plan for use during construction of public infrastructure projects funded through the Texas Community Development Block Grant - Downtown Revitalization Program.
- 3.) Resolution No. 15-2021. A Resolution determining that the specified projects within the City contains distinct conditions which are detrimental to the public health, safety, and welfare of the community and constitutes a blighted area.

**AGENDA DATE OF:** March 23, 2021      **DATE SUBMITTED:** Feb 10, 2021

**SUBMITTED BY:** Megan Folkerts

**EXHIBITS:** [20210323\\_Resolution\\_13-2021 authorizing TCDBG program application for Community Development Fund.pdf](#)  
[20210323\\_Resolution\\_14-2021 adopting public access plan during construction of public infrastructure projects.pdf](#)  
[20210323\\_Resolution\\_15-2021 determining specific projects to public health safety welfare of community.pdf](#)  
[20210323\\_Map\\_Reso 15-2020 Kerrville DR Project.pdf](#)

<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$52,500.00	To be budgeted FY2022.	N/A	N/A

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

<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	D - Downtown Revitalization
<b>Guiding Principle</b>	D5. Promote a walkable, useable, uniform and pedestrian-oriented public space linking Downtown to the surrounding neighborhoods through streetscape elements, access, connections and crossings
<b>Action Item</b>	D5.3 - Make Downtown more pedestrian-friendly by improving walkways, adding accessibility ramps, beautifying the area with landscaping and street trees, etc.

#### **SUMMARY STATEMENT:**

1.) Resolution No. 13-2021: The City of Kerrville is looking for authorization for the City Manager to execute the forms and documents required to request funds to reimburse project costs associated with the 2021 Texas Capital Fund Downtown Revitalization/Main Street Program of the Texas Community Development Block Grant Program of the Texas Department of Agriculture – Office of Rural Affairs (TDA). In order to score the highest number of points on the application, we are looking for approval to allocate \$52,500 from the Capital Projects Fund to contribute to the cost of construction activities of pedestrian and ADA improvements to intersections and portions of city sidewalks in the Main Street District. This allocation will only be utilized if the Grant is funded, and will be a part of the FY2022 budget discussion this summer, as knowledge of the grant award should come in July 2021 at the latest.

2.) Resolution No. 14-2021: The City of Kerrville is looking to adopt this Public Access Plan as a part of the construction phase of the 2021 Texas Capital Fund Downtown Revitalization/Main Street Program of the Texas Community Development Block Grant Program of the Texas Department of Agriculture – Office of Rural Affairs (TDA). This Plan will ensure commercial businesses and public facilities' operations will not be disturbed when the areas of interest are under construction. This Plan includes direction for Public Notice beforehand, and continuing notifications throughout the project to businesses who may be affected by construction.

3.) Resolution No. 15-2021: The City of Kerrville is utilizing this resolution to declare blighted conditions of the downtown area that are considered a detriment to public health, safety, and welfare of the community. If awarded the 2021 Texas Capital Fund Downtown Revitalization/Main Street Program of the Texas Community Development Block Grant Program of the Texas Department of Agriculture – Office of Rural Affairs (TDA), we will correct these conditions to the identified areas. The project activities that this grant will fund will include the installation of ADA compliant ramps, crossing, and signalization, and will correct unsafe sidewalk conditions around the Main Street area. The attached map shows the specific areas in question.

#### **RECOMMENDED ACTION:**

Approve Resolutions No. 13-2021, 14-2021, and 15-2021 as presented.

**CITY OF KERRVILLE, TEXAS**  
**RESOLUTION NO. 13-2021**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE 2021-2022 COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**WHEREAS**, City Council desires to develop a viable community, including decent housing, a suitable living environment, and expanding economic opportunities principally for persons of low-to-moderate income; and

**WHEREAS**, it is necessary and in the best interests of the City to apply for funding under the Texas Community Development Block Grant Program;

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

**SECTION ONE.** A Texas Community Development Block Grant Program application for the 2021-2022 Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.

**SECTION TWO.** The City requests that its application be placed in competition for funding under the 2021-2022 Community Development Fund.

**SECTION THREE.** The City's application will be for \$350,000.00 of grant funds to provide services to improve pedestrian safety and signalization in the following locations and ways to better serve the City's designated Main Street District:

- a. intersection at Earl Garrett St. E and Water St. E;
- b. intersection of Clay St. and Water St.; and
- c. along Water St. from Washington St. to Highway 16 and along Earl Garrett St. from Water St. to Highway 27 for improvements to sidewalks.

**SECTION FOUR.** City Council directs and designates the following to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program:

- a. The Mayor and City Manager, or designees, shall serve as the City's Chief Executive Officers and Authorized Representatives to execute this application and any subsequent contractual documents;
- b. The Mayor and City Manager, or designees, are authorized to execute environmental review documents between the Texas Department of Agriculture and the City; and
- c. If this application is funded, the City Manager is authorized to execute the Request for Payment Form documents and/or other forms required for requesting funds to reimburse project costs.

**SECTION FIVE.** City Council agrees that all funds will be used in accordance with all applicable federal, state, local, and programmatic requirements including procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

**SECTION SIX.** The City is committing \$52,500.00 from its General Capital Projects Fund as a cash contribution toward the construction activities of pedestrian and ADA improvements to intersections and portions of City sidewalks within the Main Street District.

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

---

Bill Blackburn, Mayor

APPROVED AS TO FORM:

  
Michael C. Hayes, City Attorney

ATTEST:

---

Shelley McElhannon, City Secretary

**TDA CD Fund**

City:	Kerrville
Project:	TBD
Total City Pop:	23,370
<b>Max Grant:</b>	\$350,000
Match for Max Pts	\$52,500
<b>TOTAL Project Cost</b>	<b>\$402,500</b>

	Administration	Engineering	Construction	Acquisition	TOTAL
<b>Grant</b>	\$ 35,000	\$ 55,000	\$ 260,000	\$ -	\$ 350,000
<b>Match</b>	\$ -	\$ -	\$ 52,500	\$ -	\$ 52,500
<b>TOTAL</b>	<b>\$ 35,000</b>	<b>\$ 55,000</b>	<b>\$ 312,500</b>	<b>\$ -</b>	<b>\$ 402,500</b>

Construction + Acquisition + Engineering Fee Target Amount (including match)	\$ 367,500
Max Engineering fee	\$ 55,000
<b>Construction &amp; Acquisition Target amount</b>	<b>\$ 312,500</b>

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 14-2021**

**A RESOLUTION ADOPTING A PUBLIC ACCESS PLAN FOR  
USE DURING CONSTRUCTION OF PUBLIC  
INFRASTRUCTURE PROJECTS FUNDED THROUGH THE  
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT –  
DOWNTOWN REVITALIZATION PROGRAM**

**WHEREAS**, the City of Kerrville has taken specific steps to ensure that access to operating commercial businesses and public facilities will not be interrupted during construction of its Texas Community Development – Downtown Revitalization Program (TX CDBG-DRP) improvements projects; and

**WHEREAS**, City Council finds it necessary and in the best interests of the City to adopt a public access plan for use during construction of public infrastructure projects;

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

**SECTION ONE.** The City will utilize the following infrastructure access plan during infrastructure construction funded through TX CDBG-DRP:

a. Businesses within the City's designated Main Street District ("District") (the Downtown Revitalization Program target area) will be given public notification when public infrastructure projects proposed for TX CDBG-DRP funding within the District are being considered. Notice will include the date, time, and place that the improvements and access plan will be discussed during a public hearing and a City Council meeting where authorization to submit a TX CDBG-DRP grant application will be given. Notification will continue through the application submission (TX CDBG-DRP public notice), review, and scoring phases of the TX CDBG-DRP competition.

b. When a project is recommended for funding, the City will issue a written notice to the business owners within the District.

c. Prior to commencement of construction activities, affected business owners will be notified of the date, time, and place where a pre-construction meeting will be held with the construction contractor, City representatives, and the project engineer to discuss the construction schedule and access options. At least seven days' notice of this meeting will be given to the business owners.

d. Because of the bulk of work to be accomplished through this project will cross the primary entry to the stores fronting onto Water St. between Clay St. and Earl Garrett St., the City will prioritize and attempt to follow the following:

1. Scheduling work during off-peak shopping/tourist periods.
2. Suspending work during peak shopping periods of Thanksgiving to Christmas, during the Tax-Free Shopping Weekend (in late summer), and during festivals and events scheduled in the downtown area.
3. Making large pavement pours late in the afternoon so access will not be barred during the day.
4. If a pavement pour is scheduled during normal business hours, the contractor will be required to notify the project engineer at least 48 hours in advance who will then notify the City. The City will then notify the business owner(s) and will work with the affected owner in an effort to provide alternative access to their property. This alternative access may include laying temporary hard surface access planks over the pavement or, if a rear access is available, working with the business owner to keep use of a rear access to a minimum amount of time.
5. Should any schedule conflict be unavoidable, the City will give the affected business at least 72-hour notice of the work to be performed. This notice will also include an estimated amount of time the access will be impeded.
6. At the conclusion of construction activities, the City will hold a post-construction meeting (TX CDBG-DRP final public hearing) to solicit public input on the work accomplished and evaluate the public access plan.

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

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

---

Bill Blackburn, Mayor

ATTEST:

---

Shelley McElhannon, City Secretary

**CITY OF KERRVILLE, TEXAS**  
**RESOLUTION NO. 15-2021**

**A RESOLUTION DETERMINING THAT THE SPECIFIED PROJECTS WITHIN THE CITY CONTAINS DISTINCT CONDITIONS WHICH ARE DETRIMENTAL TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND CONSTITUTES A BLIGHTED AREA.**

**WHEREAS**, the City Council of the City of Kerrville has reviewed and evaluated conditions in the designated Main Street area of the municipality; and

**WHEREAS**, The City Council has found conditions which are detrimental to the public health, safety, and welfare of the community within the designated Main Street area, as follows:

1. Limited accessibility for persons requiring ADA accommodations in the form of non-existent or non-compliant ramps, crossings, and sidewalks.
2. Tripping hazards in the existing sidewalks.

**WHEREAS**, the City Council of the City of Kerrville has authorized an application for funding under the Downtown Revitalization Program – Main Street set-aside, as follows:

1. Install ADA compliant ramps, crossings, and signalization.
2. Correct unsafe sidewalk conditions.

**WHEREAS**, these project activities will aid in the elimination of blight in the community by correcting deteriorating conditions, and increasing accessibility to businesses in the downtown area.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS THAT THE AREA IDENTIFIED BY THE FOLLOWING BOUNDARIES AND OUTLINE ON THE MAP ATTACHED HERETO AS KERRVILLE DR PROJECT MAP HAS BEEN DETERMINED TO BE A BLIGHTED AREA.**

**Boundaries**

North: Clay St.  
South: Earl Garrett St.  
East: Main St.  
West: Water St.

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

---

Bill Blackburn, Mayor

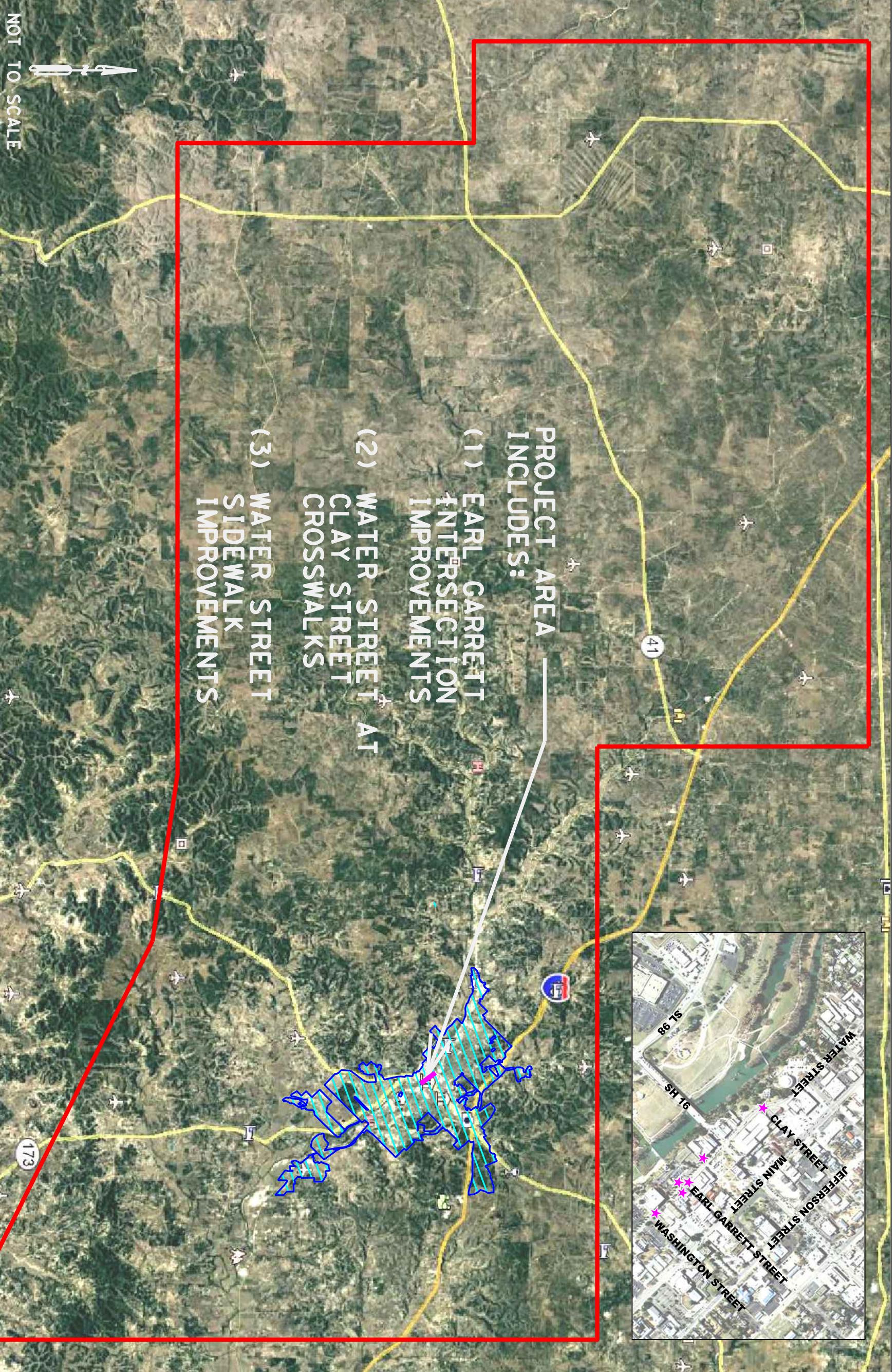
APPROVED AS TO FORM:

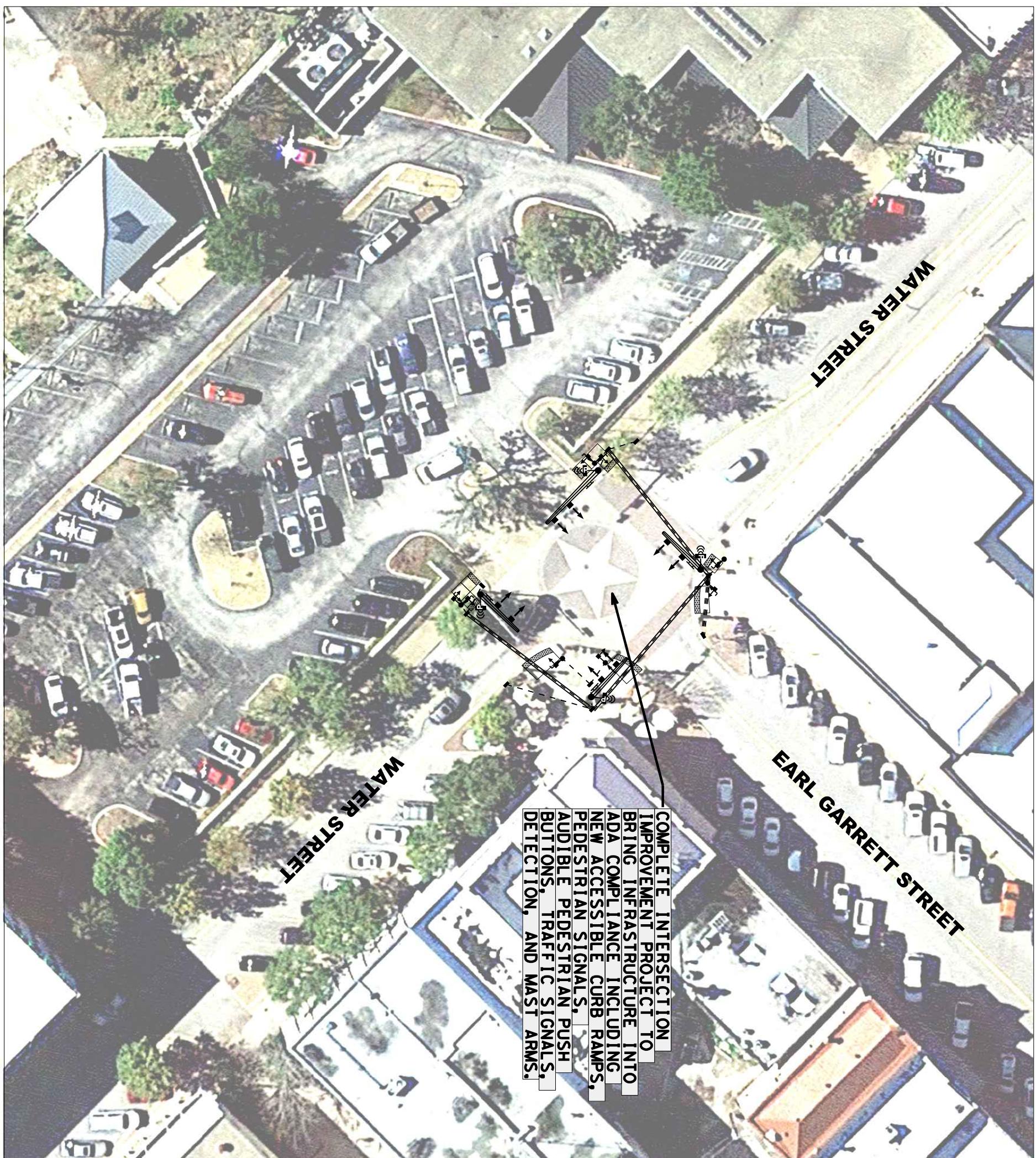
  
Michael C. Hayes, City Attorney

ATTEST:

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Shelley McElhannon, City Secretary





NOTES

## 1. DRAWING BASED ON AERIAL IMAGERY ONLY

GRAPHIC SCALE IN FEET

0 10 20

SCALE: 1"=40'

DOWNTOWN  
REVITALIZATION/  
MAIN STREET PROGRAM  
PREPARED FOR  
CITY OF KERRVILLE

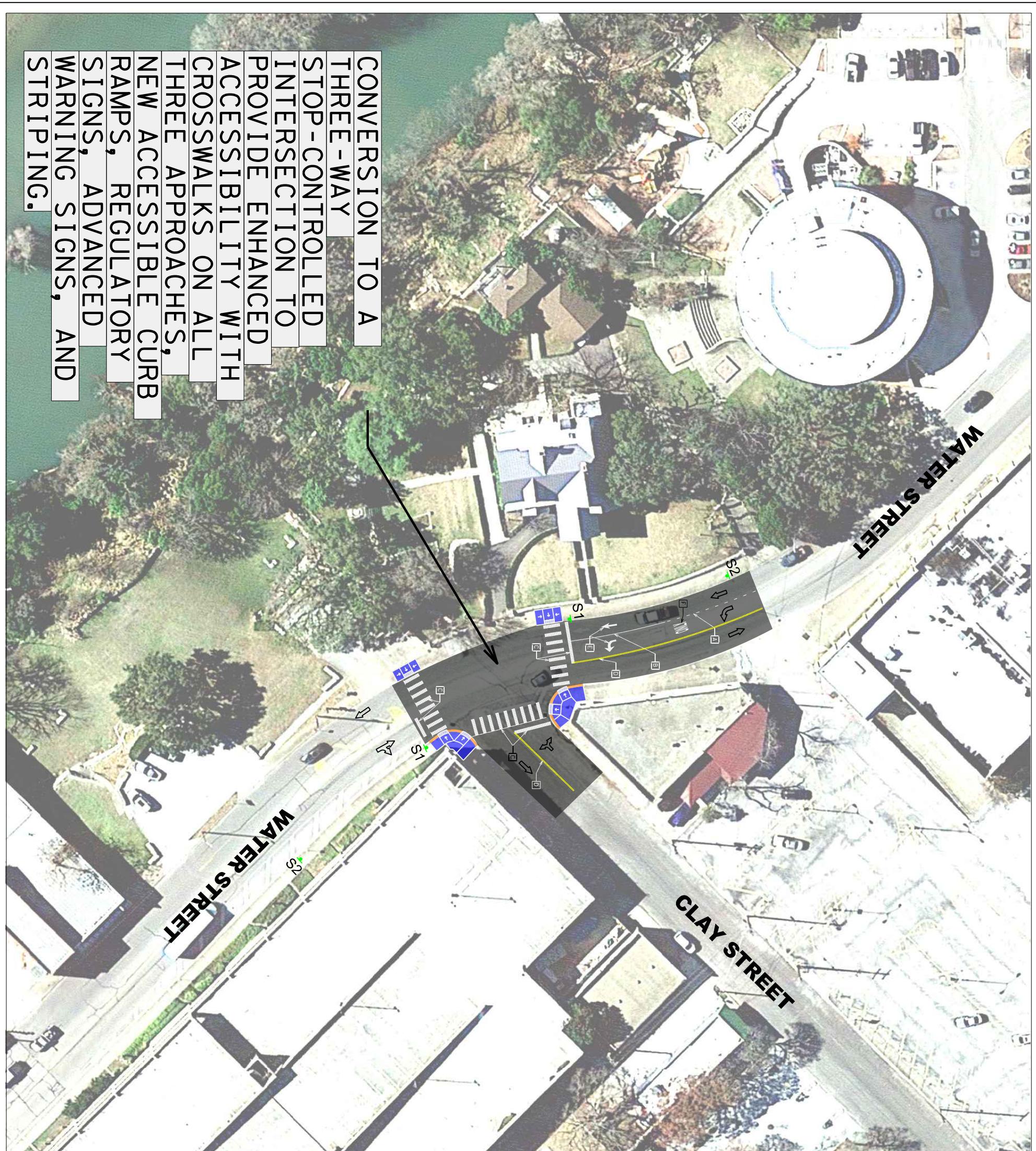
# **WATER ST & EARL GARRETT ST INTERSECTION IMPROVEMENTS**

KHA PROJECT  
064241007  
DATE  
MAR 2021  
SCALE: AS SHOWN  
DESIGNED BY:  
DRAWN BY: DES  
CHECKED BY: SJA

**PRELIMINARY**  
**FOR REVIEW ONLY**  
Not for construction bidding  
or permit purposes.  
**Kimley-Horn**  
Eng./seer. STEPHEN ANOL  
P.E. No. 112659 Date MARCH 2023

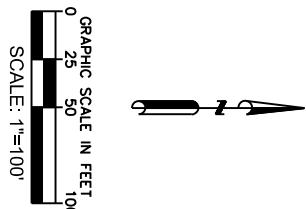
# Kimley >> Horn

© 2021 KIMLEY-HORN AND ASSOCIATES, INC.  
601 NW LOOP 410, SUITE 350, SAN ANTONIO, TX 78216  
PHONE: 210-541-9166 FAX: 210-541-8699  
[www.kimley-horn.com](http://www.kimley-horn.com)



## NOTES

## 1. DRAWING BASED ON AERIAL IMAGERY ONLY



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DOWNTOWN  
REVITALIZATION/  
MAIN STREET PROGRAM  
PREPARED FOR  
CITY OF KERRVILLE

# **WATER & CLAY ST PEDESTRIAN CROSSINGS**

KHA PROJECT 064241007	
DATE MAR 2021	
SCALE: AS SHOWN	
DESIGNED BY:	
DRAWN BY:	DES
CHECKED BY:	SJA

Not for construction purposes.  
Kimley-Horn  
Engineering, Architecture, and Construction  
P. E. No. 112658 Date MARCH 2021

# Kimley » Horn

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601 NW LOOP 410, SUITE 350, SAN ANTONIO, TX 78216  
PHONE: 210-541-9166 FAX: 210-541-8699  
[WWW.KIMLEY-HORN.COM](http://WWW.KIMLEY-HORN.COM)

**LEGEND**

POST MOUNTED SIGN

PROPOSED CURB

DIRECTION OF TRAFFIC

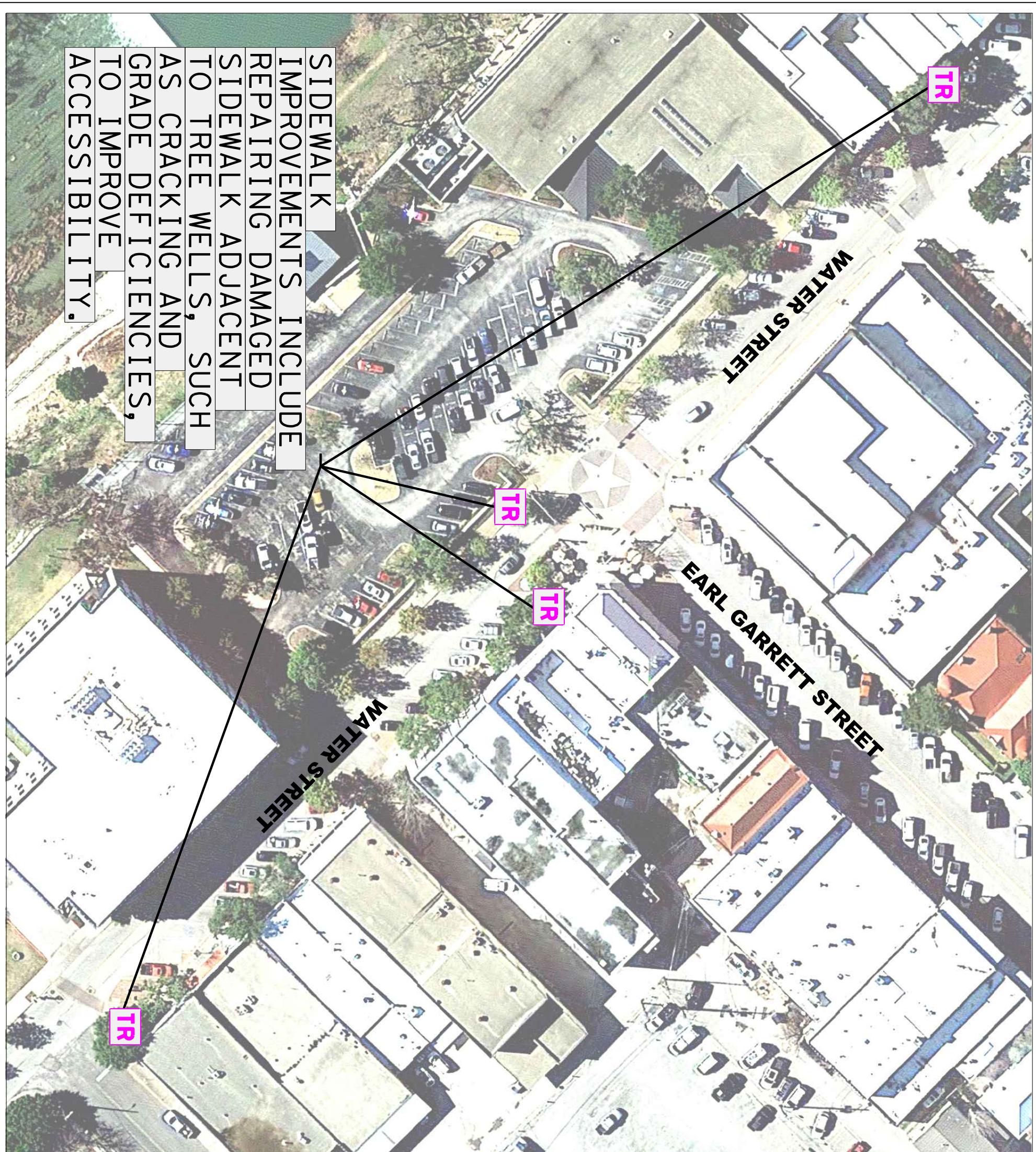
REFL PAV MRK TY II (W 4" (SLD) (100ML)

REFL PAV MRK TY II (W 4" (SLD) (100ML)

REFL PAV MRK TY II (W 4" (SLD) (100ML)

REFL PAV MRK TY II (W ARROW (SLD) (100ML)

REFL PAV MRK TY II (W WORD (SLD) (100ML)



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**NOTES**

1. DRAWING BASED ON AERIAL IMAGERY ONLY.
2. EXISTING AND PROPOSED SIDEWALK WIDTHS VARY BY LOCATION.

A scale bar and a compass rose are shown. The scale bar is labeled 'GRAPHIC SCALE IN FEET' and has markings at 0, 25, 50, and 100. The compass rose shows cardinal directions: North (N), South (S), East (E), and West (W).

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DOWNTOWN  
REVITALIZATION/  
MAIN STREET PROGRAM  
PREPARED FOR  
CITY OF KERRVILLE

# **WATER ST SIDEWALK IMPROVEMENTS**

KHA PROJECT 064241007	
DATE MAR 2021	
SCALE: AS SHOWN	
DESIGNED BY:	
DRAWN BY:	DES
CHECKED BY: SJA	

**PRELIMINARY**

**FOR REVIEW ONLY**

Not for construction bidding or permit purposes.

**Eng./Permit STEPHEN ANIO**

P. E. No. 112658 Date **MARCH 2021**

**Kimley » Horn**

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**LEGEND**

**TR** TREE WELL SIDEWALK REPAIR LOCATION

**PROPOSED DETAIL (TYP)**

PROPOSED CURB WITH 3:1 TRANSITION

PROPOSED BACKFILL

EXISTING CURB AT STREET

EXISTING SIDEWALK

EXISTING TREE WELL

PROPOSED SIDEWALK

± 5'      ± 5'

± 10'

± 6'      ± 4'

± 10'

± 6'      ± 4'

± 10'

4



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

---

**SUBJECT:** Resolution No. 16-2021. A Resolution creating a Public Health Task Force as an Ad Hoc Board for its consideration of issues relating to public health and recommendation as to the creation of a Local Health Authority; and authorizing the Mayor to appoint its members.

**AGENDA DATE OF:** March 23, 2021      **DATE SUBMITTED:** Mar 12, 2021

**SUBMITTED BY:** Megan Folkerts

**EXHIBITS:** [20210323\\_Resolution\\_16-2021 Public Health Task Force as ad hoc board - creation of Local Health Authority.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>	F - Public Facilities and Services
<b>Guiding Principle</b>	F1. Commit to maintaining high-quality, cost-effective public services and facilities consistent with anticipated growth and ensure cost-effective use and maintenance of these assets
<b>Action Item</b>	N/A

**SUMMARY STATEMENT:**

The City of Kerrville would like to authorize the Mayor to implement a Public Health Task Force and appoint members as he deems fit. These members will be residents, or work in Kerr County, and be interested in the promotion and research of improving public health by examining the possibility of creating a Local Health Authority, or District. The Public Health Task Force will be charged with presenting their recommendation within six months of their first meeting.

**RECOMMENDED ACTION:**

Approve Resolution No. 16-2021 as presented.

**CITY OF KERRVILLE, TEXAS**  
**RESOLUTION NO. 16-2021**

**A RESOLUTION CREATING A PUBLIC HEALTH TASK FORCE  
AS AN AD HOC BOARD FOR ITS CONSIDERATION OF ISSUES  
RELATING TO PUBLIC HEALTH AND RECOMMENDATION AS  
TO THE CREATION OF A LOCAL HEALTH AUTHORITY; AND  
AUTHORIZING THE MAYOR TO APPOINT ITS MEMBERS**

**WHEREAS**, City Council desires to create a Public Health Task Force as an ad hoc advisory board (the “Task Force”); and

**WHEREAS**, City Council assigns the Task Force with considering issues relating to public health, the improvement thereof, and recommending whether City Council should create, or facilitate the creation of, a local health authority; and

**WHEREAS**, following its consideration of such issues, the Task Force will report its findings and recommendations to City Council;

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

**SECTION ONE.** City Council hereby creates the Public Health Task Force as an ad hoc board for the City. The Mayor is authorized to appoint members to the Task Force with interest, expertise, and/or experience in healthcare and public health. The Mayor and the City Manager, or designee, shall serve as ex-officios to the Task Force.

**SECTION TWO.** City Council charges the Task Force with reviewing public health issues, particularly those most relevant to a city and community the size of Kerrville and its surrounding areas and which includes various local health resources that currently exist. Council also charges the Task Force with examining and developing recommendations as to improving public health and services related thereto and whether City Council should consider creating, or helping to create, a local health authority, such as a health district. Council requests that the Task Force report back to Council within six (6) months of its initial meeting.

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

---

Bill Blackburn, Mayor

APPROVED AS TO FORM:

  
Michael C. Hayes, City Attorney

ATTEST:

  
Shelley McElhannon, City Secretary



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

---

**SUBJECT:** Funding agreement between the City of Kerrville Economic Improvement Corporation, City of Kerrville TX, and the Kerrville Christmas Lighting Corporation for electrical infrastructure on Tranquility Island in the amount of \$100,000.

**AGENDA DATE OF:** March 23, 2021      **DATE SUBMITTED:** Mar 08, 2021

**SUBMITTED BY:** Ashlea Boyle

**EXHIBITS:** [20210323\\_Funding Agreement\\_EIC and Kerrville Christmas Lighting Corporation.pdf](#)

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<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$100,000	n/a	n/a	n/a

**PAYMENT TO BE MADE TO:** Kerrville Christmas Lighting Corporation

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	D - Downtown Revitalization
<b>Guiding Principle</b>	D1. Create a “living room” for the community and a “front door” for visitors—a full-service destination that attracts anchor uses and increased residential and mixed-use development.
<b>Action Item</b>	D1.12 - Expand/Grow Christmas light installation to the entire Downtown area and Louise Hays Park

**SUMMARY STATEMENT:**

Pursuant to direction at the March 15th, 2021 EIC meeting, attached is a funding agreement between the City of Kerrville Tx (City), the City of Kerrville Economic Improvement Corporation (EIC), and the Kerrville Christmas Lighting Corporation (KCLC), for electrical infrastructure improvements on Tranquility Island in the amount of \$100,000.

On March 15th, the EIC held a public hearing and approved the agreement.

The final step in this process is consideration and approval by the City Council.

The improvements will allow for additional trees to be lit with LED "up lights", in addition to ground pedestals and features. The island extending between the Tranquility Island

pedestrian bridge and Francisco Lemos bridge is the scope of this project. With enhanced electrical infrastructure, this will enhance the lighting experience in the park and provide the opportunity to grow recreation activities for our community and tourists. This project is consistent with K2050's action item to expand Christmas lighting in Louise Hays Park.

As a reminder, the total project cost is expected to be approximately \$200,000. The KCLC's application was for a matching-grant of \$100,000. The remainder is intended to be raised in private donations from Kerrville citizens and businesses. Once the funds have been raised, the EIC matching grant funds will be allocated, and the City will take ownership of the overall funds and oversee the project management of the construction project. The City has engaged an electrical engineer for design services and is funding this cost. Should the construction costs come in at a level under \$200,000, the City would ask that the design services be reimbursed to maximize dollars that have been dedicated to making the actual lighting/decorative enhancements. The installation will follow the public bidding process pursuant to purchasing policy and state law.

**RECOMMENDED ACTION:**

Approve funding agreement as presented.

**PROJECT FUNDING AGREEMENT BETWEEN THE CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION; THE CITY OF KERRVILLE, TEXAS; AND KERRVILLE CHRISTMAS LIGHTING CORPORATION; FOR THE INSTALLATION OF ELECTRICAL INFRASTRUCTURE TO SERVE TRANQUILITY ISLAND WITHIN LOUISE HAYS PARK**

**THIS PROJECT FUNDING AGREEMENT** (the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **City of Kerrville, Texas Economic Improvement Corporation** (“EIC”), a Texas non-profit corporation established by City pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code; otherwise known as the Development Corporation Act of 1979 (“the Act”); the **City of Kerrville, Texas** (“City”), a Texas home-rule municipality; and **Kerrville Christmas Lighting Corporation** (“KCLC”), a Texas nonprofit corporation. EIC, City, and KCLC may be collectively referred to herein as “Parties” and individually as “Party”.

**WITNESSETH:**

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

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

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

**WHEREAS**, KCLC mission is to enhance Christmas lighting within the greater Kerrville area in order to promote Christmas spirit, tourism, and the quality of life; and

**WHEREAS**, after a successful fundraising and lighting project in 2020, KCLC's focus has shifted toward a project to improve the electrical infrastructure and lighting on Tranquility Island within the City's Louise Hays Park by flood-proofing the electrical grid as a means of supporting additional lighting and other uses in this area (the "Project"); and

**WHEREAS**, following completion of the Project, the City plans to oversee the installation of programmable floodlights on approximately 105 Cypress Trees that border the river in this area, and in doing so, foster the development of a gathering spot for Kerrville residents and tourists; and

**WHEREAS**, City has hired and is currently overseeing an engineering consultant for design services related to the Project; and

**WHEREAS**, the Project is estimated to cost \$200,000.00, with KCLC fundraising and contributing \$100,000.00 toward this cost; and

**WHEREAS**, KCLC seeks grant funding from the EIC in the amount of \$100,000.00, for the remaining portion of the cost for the Project; and

**WHEREAS**, once KCLC provides its portion of the Project's costs to the City, City will then proceed with the Project, to including bidding a construction contract; and

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

**WHEREAS**, more specifically, EIC finds that the Project includes facilities and improvements required or suitable for use for entertainment and tourist purposes and events and other related improvements that enhance any of the items described here; and

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

**WHEREAS**, on March 15, 2021, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, the EIC held a public hearing pursuant to Section 501.072 of the Act related to the proposed expenditure of 4B Revenues for the Project;

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

1. **“Project” Defined:** When used in this Agreement, the phrase “Project” means the project summary and approximate cost itemization, to date, as specified in **Exhibit A**, attached hereto, and included herein for all purposes. City will manage the funding it receives from KCLC and EIC and the bidding, management, and construction of the Project. Other than continuing to prepare design documents, City will not proceed with the Project until it receives KCLC’s full contribution for \$100,000.00 (“KCLC’s Contribution”). City shall not substantively alter the description of the Project in any respect without the prior approval of the EIC. In addition, City shall provide periodic reports to the EIC with respect to the Project, its design, timing, and costs. Where the bidding process determines that the cost of the Project will exceed \$200,000.00, the City is under no obligation to proceed but may choose to suspend its performance until discussing this issue with the parties and/or terminate this Agreement.
2. **Agreement to Fund Project:** EIC agrees to provide City an amount up to and not to exceed \$100,000.00 in 4B Revenues for the Project. EIC will provide the funding only after City confirms that it has received KCLC’s Contribution.
3. **Payments Authorized:** City is authorized to make payments for the Project directly from the General Capital Projects Fund.
4. **Eligible Costs:** Payments made by City from 4B Revenues as authorized by Section 3, above, are limited to the payment of “costs” as defined in the Act.
5. **City’s Receipt of KCLC’s Contribution:** Prior to bidding, City must receive KCLC’s Contribution. Should City fail to receive this amount on or before December 31, 2021, City shall report this event to EIC and the EIC and/or City may terminate this Agreement.
6. **Project’s Timeline:** City has begun work toward the design of the Project. Thereafter, construction activities will begin on or before March 15, 2022. Should such activities not occur by these dates, EIC may elect to terminate this Agreement.
7. **Conditions Under which City may Suspend Performance of its Obligations under this Agreement:** Under any of the following conditions, the City may, at its option, after at least fifteen (15) days written notice to EIC and KCLC, suspend further performance under this Agreement until such time as KCLC shall have cured the condition(s) and so notified the City, in writing, that the condition(s) have been cured:
  - a. KCLC becomes insolvent. “Insolvent” is defined to mean one either has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, or is insolvent within the meaning of the federal bankruptcy law.

- b. The appointment of a receiver of KCLC, or of all or any substantial part of the Property, and the failure of such receiver to be discharged within sixty (60) days thereafter.
- c. The adjudication of KCLC as bankrupt.
- d. The filing by KCLC of a petition to be adjudged as bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
- e. Should any of these conditions not be cured by KCLC within ninety (90) days, KCLC will be considered to have breached this Agreement and City may, at its option, with written notice to KCLC, terminate this Agreement.

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

- a. KCLC represents and warrants as of the date hereof:
  - (i) KCLC is a Texas nonprofit corporation existing in good standing and authorized to do business in the State of Texas;
  - (ii) Execution of this Agreement has been duly authorized by KCLC and this Agreement is not in contravention of KCLC's governing authority or any agreement or instrument to which KCLC is a party or by which it may be bound as of the date hereof;
  - (iii) No litigation or governmental proceeding is pending, or, to the knowledge of KCLC, threatened against or affecting KCLC, which may result in a material adverse change in KCLC's business; properties, to include KCLC's Property; or operations sufficient to jeopardize KCLC's legal existence;
  - (iv) No written application, written statement, or correspondence submitted by KCLC to EIC or the City in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of KCLC, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading;
  - (v) Following completion of the Project and then the subsequent lighting, KCLC shall help promote the Project to the community; and

(vi) KCLC shall pay City \$100,000.00 on or before December 31, 2021, which City shall use for Project costs. Should the overall cost of the Project end up being less than \$200,000.00, City is not obligated to refund any part of this amount to KCLC.

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

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

10. **Amendment:** This Agreement may be amended only by written amendment signed by the parties.

11. **Notices:** All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the fifth business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

**For EIC**

President

City of Kerrville, Texas, Economic Improvement Corporation

City Hall, 701 Main Street

Kerrville, Texas 78028

Facsimile: (830) 792-3850

**For City**

City Manager, City of Kerrville

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

**KCLC**

George Eychner, President  
KCLC  
2108 Sidney Baker St.  
Kerrville, Texas 78028

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

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

**CITY OF KERRVILLE, TEXAS**

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

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

**CITY OF KERRVILLE, TEXAS ECONOMIC  
IMPROVEMENT CORPORATION**

By: \_\_\_\_\_  
Greg Richards, President

ATTEST:

Keesha Franchina, Secretary for the EIC

**KCLC**

By: \_\_\_\_\_  
George Eychner, President



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

---

**SUBJECT:** City's ongoing preparedness and response to COVID-19 (Coronavirus); and Declaration of local state of disaster due to a public health emergency, March 20, 2020.

**AGENDA DATE OF:** March 23, 2021      **DATE SUBMITTED:** Feb 24, 2021

**SUBMITTED BY:** Eric Maloney

**EXHIBITS:** [20200922\\_Resolution\\_16-2020 Extending Mayor's Disaster Declaration Covid-19 7-28-20.pdf](#)

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

This is the regular briefing on the responsiveness to changing conditions and situations related to Covid 19, as well as an opportunity to review the the Disaster Declaration revised March 20, 2020.

**RECOMMENDED ACTION:**

Discussion and possible review of the declaration.

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 16-2020**

**A RESOLUTION AUTHORIZED BY SECTION  
418.108(B) OF THE TEXAS GOVERNMENT CODE  
EXTENDING THE MAYOR'S DECLARATION THAT  
COVID-19 (CORONAVIRUS) POSES AN IMMINENT  
THREAT OF DISASTER WITHIN THE CITY OF  
KERRVILLE AND DECLARING A STATE OF  
DISASTER WITHIN THE CITY**

**WHEREAS**, on March 16, 2020, Mayor Bill Blackburn, acting in accordance with authority granted to him under the City's Charter and Section 418.108(a) of the Texas Government Code, declared a local state of disaster ("disaster declaration") for the City due to concerns related to the coronavirus disease 2019 (COVID-19); and

**WHEREAS**, the Mayor revised and reissued the disaster declaration on March 18, 2020 and March 19, 2020 to account for new information and health recommendations; and

**WHEREAS**, Section 418.108(b) of the Texas Government Code provides that the disaster declaration may not be continued for a period of more than seven days except with the consent of City Council; and

**WHEREAS**, City Council, pursuant to its adoption of Resolution No. 06-2020 consented to the Mayor's declaration and extended it in accordance with state law; and

**WHEREAS**, the Mayor, on today's date, has issued a revised declaration, which revises his previously issued declaration to update it to current conditions and needs; and

**WHEREAS**, City Council believes that the conditions necessitating the disaster declaration will continue to exist for a period of more than seven days; and

**WHEREAS**, City Council supports the disaster declaration signed by Mayor Bill Blackburn on July 28, 2020, and consents to its continuation for a period of more than seven days;

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

City Council hereby ratifies the disaster declaration signed by Mayor Bill Blackburn on July 28, 2020 and consents to its continuation indefinitely or until such time as it is terminated by order of the Council. Said declaration is attached hereto as **Exhibit A**.

**PASSED AND APPROVED ON this the 28 day of July, A.D., 2020.**

ATTEST:

  
Shelley McElhannon, City Secretary

  
Bill Blackburn, Mayor

APPROVED AS TO FORM:

  
Michael C. Hayes, City Attorney

**DECLARATION OF LOCAL STATE OF DISASTER DUE TO A PUBLIC  
HEALTH EMERGENCY – EXTENDED (4<sup>th</sup> Declaration)**

**A DECLARATION OF THE MAYOR OF THE CITY OF  
KERRVILLE, TEXAS, DECLARING THAT COVID-19  
(CORONAVIRUS) REMAINS AN IMMINENT THREAT OF  
DISASTER WITHIN THE CITY OF KERRVILLE AND  
EXTENDING THE DECLARATION OF A STATE OF DISASTER  
WITHIN THE CITY; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Kerrville, Texas (the “City”) from on or before the 16<sup>th</sup> day of March 2020, prepared for damage, injury, or loss of life resulting from the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus; and

**WHEREAS**, it is critical that the City continue taking actions to respond to and mitigate the spread of COVID-19 to protect the health and welfare of the public; and

**WHEREAS**, extending the City’s *Declaration of Local State of Disaster Due to a Public Health Emergency* will continue to help facilitate and expedite the use and deployment of resources to enhance the City’s ongoing response and mitigation to COVID-19; and

**WHEREAS**, on March 13, 2020, the Governor of the State of Texas certified that COVID-19 poses an imminent threat of disaster and declared a state of disaster for all counties in Texas, has extended his declaration several times, and to date, has issued approximately twenty-two orders, many of which remain in effect, in an effort to mitigate said disaster; and

**WHEREAS**, the Texas Department of State Health Services (“DSHS”) has previously determined, including an updated declaration issued on May 15, 2020, that as of March 19, 2020, COVID-19 represented and continues to represent a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

**WHEREAS**, the Mayor urges all citizens of Kerrville and this community to continue to monitor government websites such as the Centers of Disease Control and Prevention (“CDC”), DSHS, and the Texas Governor as well as news sources in an attempt to remain aware and vigilant about COVID-19 and the evolving situation; and

**WHEREAS**, the Mayor, in seeking information from national, state, and local experts continues to believe that extraordinary measures must continue to be taken to respond to and to mitigate the spread of COVID-19 and its impact to the public health and welfare;

**NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF KERRVILLE:**

**SECTION ONE. Extending Declaration of Local State of Disaster.** A local state of disaster (“disaster declaration”) was previously declared for the City of Kerrville, Texas, pursuant to Section 418.108(a), Texas Government Code, on March 16, 2020, and then revised on March 18, 2020 and March 19, 2020. The Mayor hereby extends the March 19, 2020, declaration in accordance with law.

**SECTION TWO. Duration of Local State of Disaster.** Pursuant to Section 418.108(b), Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by Kerrville City Council.

**SECTION THREE. Publicity and Filing.** Pursuant to Section 418.108(c), Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary, to include posting it on the City’s website.

**SECTION FOUR. Continuing the Activation of the City Emergency Management Plan.** Pursuant to Section 418.108(d), Texas Government Code, this declaration of a local state of disaster continues the activation of the City’s Emergency Management Plan.

**SECTION FIVE. Public Meetings - Audience and presenter social distancing; public testimony and public hearing input.** City Council meetings and meetings of other City Boards and Commissions may be delayed, rescheduled, or conducted in accordance with alternate measures as permitted by law. To reduce the chance of COVID-19 transmission, the City shall hold its public meetings in a manner intended to separate, to the maximum practical extent, audience and presenters from personal contact with other members of the community, City Council and other Board and Commission members, and City staff. Public testimony and public hearing input for public comment and on all items on the agenda at public meetings of the City Council and City Boards and Commissions shall be provided in a manner that best serves these purposes, but balancing the right of a person to make a public statement, orally and in person, virtually, or in writing but keeping in mind the public health and safety. The City shall establish and provide notice of its *Council Meeting Procedures during Disaster Period* and shall also provide notice on its website of the meeting schedule for City Council and its other Boards and Commissions and the health measures applicable to each.

**SECTION SIX. Municipal Court.** All court proceedings in the City’s Municipal Court may be altered or even postponed in accordance with state law, including orders and direction from the Texas Supreme Court and the state’s Office of Court Administration.

**SECTION SEVEN. City Manager Authority.** The City Manager, or designee, is authorized to take the following actions, but shall provide notice of such to City Council following such action:

- a. make application for local, state, and federal assistance as necessary and/or applicable;
- b. accept on behalf of the City services, gifts, grants, equipment, supplies, and/or materials from private, nonprofit, or government sources;
- c. suspend disconnections, fees, and penalties related to the City's provision of services.

**SECTION EIGHT. Limitation of Declaration.** This disaster declaration does not extend to law enforcement activities, emergency responses, or to school districts or private school facilities within the City.

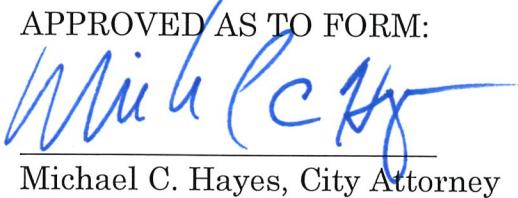
**SECTION NINE. Effective Date.** This proclamation shall take effect immediately from and after its issuance. This disaster declaration supersedes all previous declarations on this matter.

**ORDERED and REVISED this the 28 day of July, 2020.**

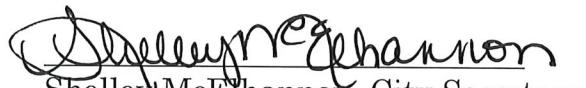
THE CITY OF KERRVILLE, TEXAS

  
Bill Blackburn, Mayor

APPROVED AS TO FORM:

  
Michael C. Hayes, City Attorney

ATTEST:

  
Shelley McElhannon, City Secretary



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

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**SUBJECT:** Financial update for the month ended February 28, 2021.

**AGENDA DATE OF:** March 23, 2021      **DATE SUBMITTED:** Feb 16, 2021

**SUBMITTED BY:** Amy Dozier

**EXHIBITS:** [20210323\\_Presentation\\_Monthly Financial Report.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

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

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

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**SUMMARY STATEMENT:**

See the attached presentation regarding financial results through February 28, 2021.

**RECOMMENDED ACTION:**

No action required; information only.



# **Financial update for the month ended February 28, 2021**

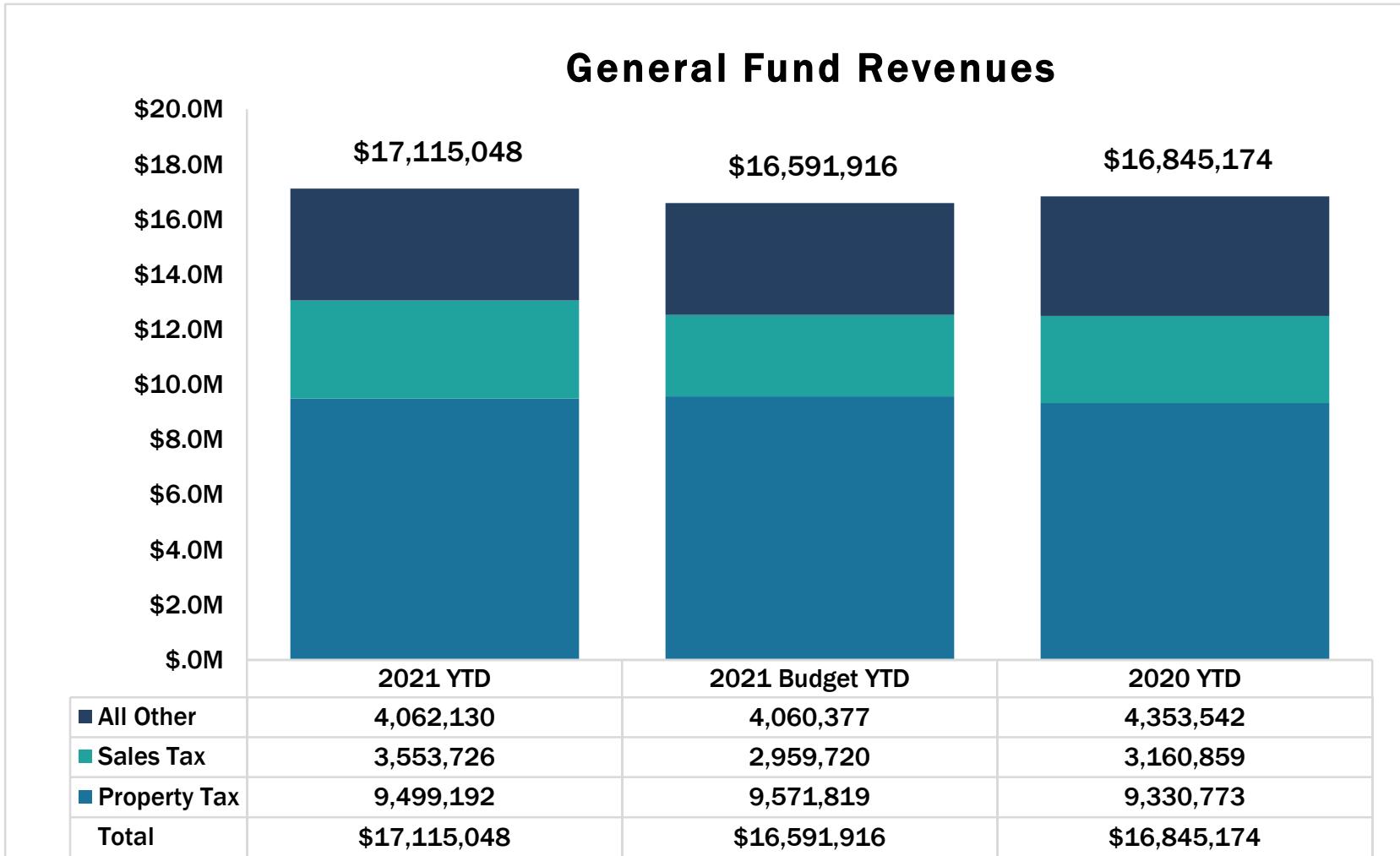
**City Council Meeting  
March 23, 2021**



# General Fund Summary

Fund	Total	Year to Date	Year to Date	Better /	Year to Date	Change
	FY2021	FY2021	FY2021	(Worse)	FY2020	from
	Budget	Budget	Actual	than Budget	Actual	FY2020
<b>General Fund</b>						
Revenues						
Property Tax	\$ 10,234,372	\$ 9,571,819	\$ 9,499,192	\$ (72,626)	\$ 9,330,773	\$ 168,420
Sales Tax	7,022,613	2,959,720	3,553,726	594,006	3,160,859	392,867
Other Revenue	10,807,266	4,060,377	4,062,130	1,753	4,353,542	(291,412)
Total Revenue	28,064,251	16,591,916	17,115,048	523,132	16,845,174	269,874
Expenditures	28,429,251	11,060,978	11,136,212	(75,234)	10,674,730	461,483
Net	\$ (365,000)	\$ 5,530,938	\$ 5,978,836	\$ 447,898	\$ 6,170,444	\$ (191,608)

# General Fund Revenues





# General Fund Revenues

## Property Tax

- **Slightly lower than budget due to Mooney delinquency and more half pay requests**

## Sales Tax

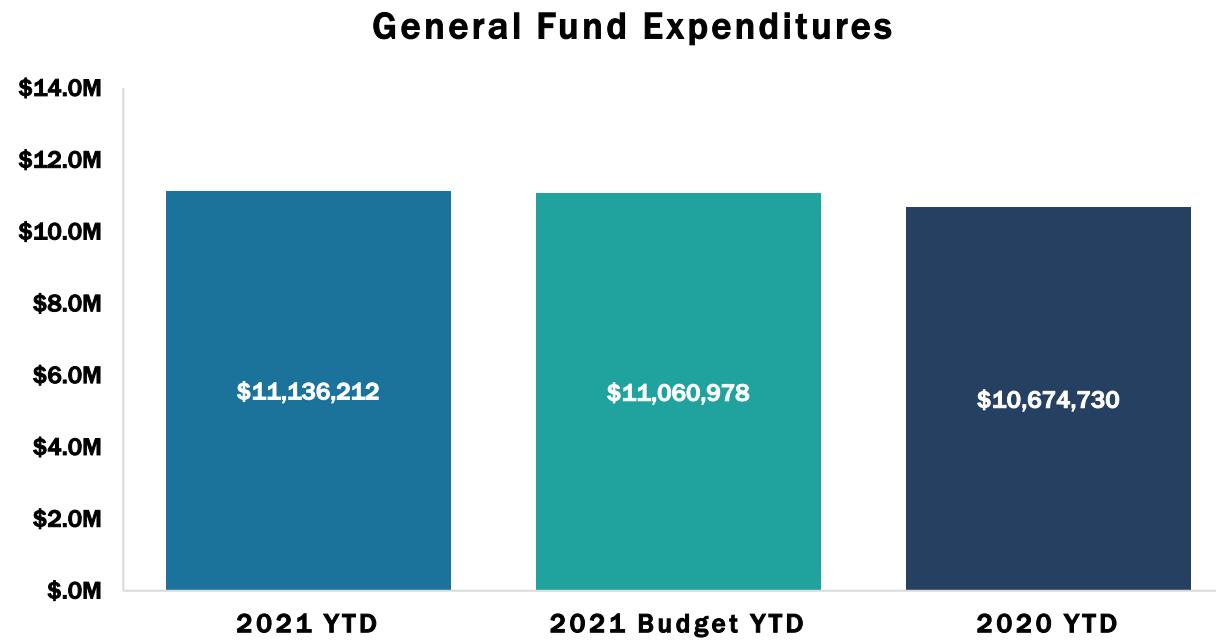
- **Continued strong performance led by regional retail (especially home improvement), online sales and manufacturing**
- **February 2021 is 10% higher than February 2020**
- **March 2021 is 19% higher than March 2020**
- **YTD (Oct – March) sales tax is 13% higher than prior year**

# General Fund Revenues

## Other Revenue

- **KSP – The month of February was down \$16K or 27% compared to prior year due to the winter storm, but YTD revenues are still up \$52K or 22% compared to prior year**
- **Municipal Court – Revenues continue lower than budget and lower than prior year. Municipal Court was closed and traffic was greatly reduced during the winter storm.**
- **EMS – YTD revenue is up \$77K compared to FY2020 due to more emergency transports and few disallowed charges. Non-emergency transports are still down compared to prior year.**

# General Fund Expenditures

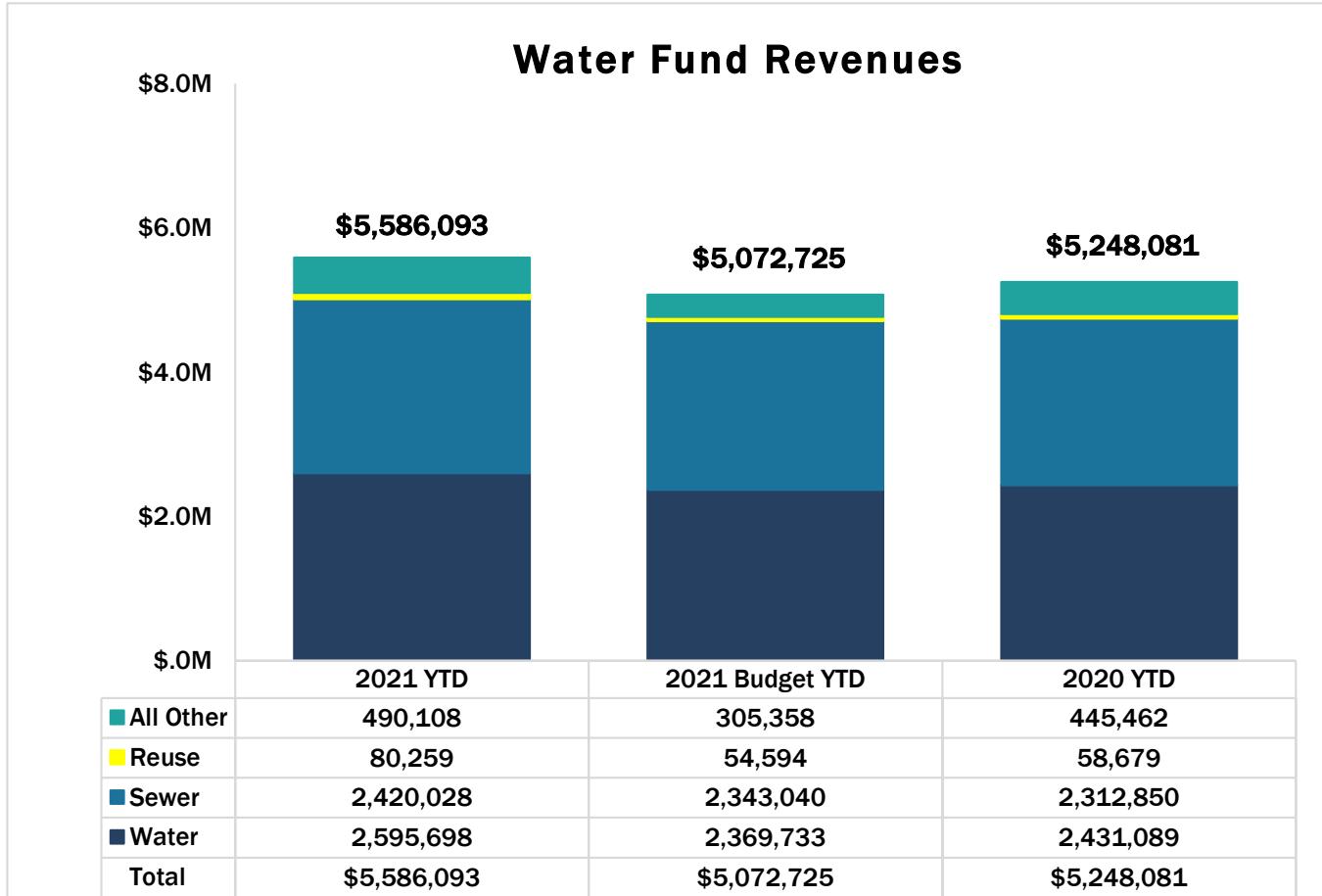


- **Actual expense is slightly higher than budget due to payroll costs associated with the winter storm**

# Water Fund Summary

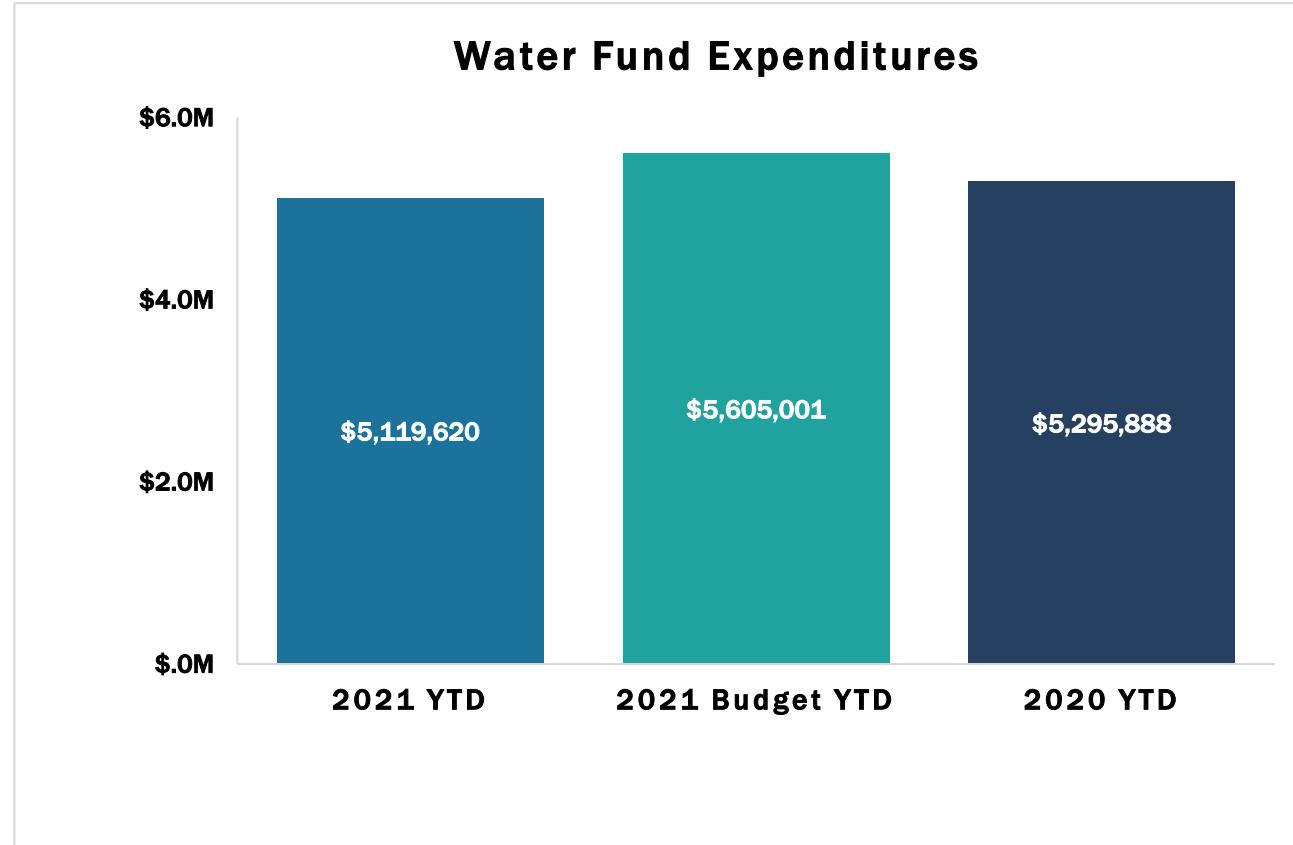
Fund	Total	Year to Date	Year to Date	Better /	Year to Date	Change
	FY2021	FY2021	FY2021	(Worse)	FY2020	from
	Budget	Budget	Actual	than Budget	Actual	FY2020
<b>Water Fund</b>						
Revenues						
Water Sales	\$ 6,315,482	\$ 2,369,733	\$ 2,595,698	\$ 225,965	\$ 2,431,089	\$ 164,609
Sewer Sales	5,758,854	2,343,040	2,420,028	76,989	2,312,850	107,179
Reuse Sales	145,495	54,594	80,259	25,665	58,679	21,579
Other Revenue	842,838	305,358	490,108	184,749	445,462	44,645
Total Revenue	13,062,669	5,072,725	5,586,093	513,368	5,248,081	338,012
Expenditures	13,116,669	5,605,001	5,119,620	485,381	5,295,888	(176,268)
Net	\$ (54,000)	\$ (532,276)	\$ 466,473	\$ 998,750	\$ (47,807)	\$ 514,280

# Water Fund Revenues



- **February bills are for January consumption, so storm impact not included**
- **Consumption increases in residential and irrigation categories**

# Water Fund Expenditures

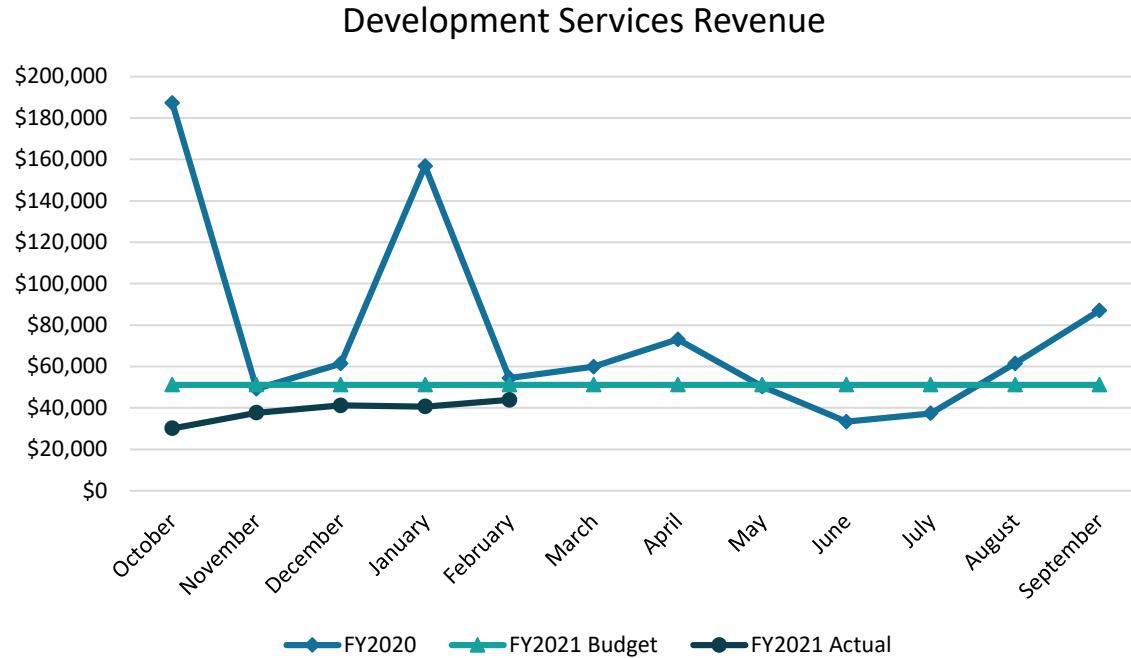


- Lower Debt Service and General Fund transfers in FY2021
- Supplies and maintenance expense continue less than budget

# Other Funds Summary

Fund	Total	Year to Date	Year to Date	Better /	Year to Date	Change
	FY2021	FY2021	FY2021	(Worse)	FY2020	from
	Budget	Budget	Actual	than Budget	Actual	FY2020
<b>Development Services Fund</b>						
Revenues						
Permits & Fees	\$ 613,830	\$ 255,763	\$ 193,425	\$ (62,338)	\$ 508,782	\$ (315,357)
Transfer In	272,260	113,442	113,442	-	98,926	14,516
<b>Total Revenue</b>	<b>886,090</b>	<b>369,204</b>	<b>306,866</b>	<b>(62,338)</b>	<b>607,708</b>	<b>(300,841)</b>
Expenditures	1,018,747	400,211	389,280	10,930	337,748	51,532
<b>Net</b>	<b>(132,657)</b>	<b>(31,006)</b>	<b>(82,414)</b>	<b>(51,407)</b>	<b>269,960</b>	<b>(352,373)</b>
<b>Golf Fund</b>						
Revenues						
Recreation	867,705	291,934	326,902	34,967	268,918	57,984
Transfer In	80,000	29,167	29,167	-	29,167	-
<b>Total Revenue</b>	<b>947,705</b>	<b>321,101</b>	<b>356,068</b>	<b>34,967</b>	<b>298,085</b>	<b>57,984</b>
Expenditures	947,705	355,377	355,671	(294)	365,015	(9,344)
<b>Net</b>	<b>-</b>	<b>(34,276)</b>	<b>397</b>	<b>34,674</b>	<b>(66,931)</b>	<b>67,328</b>
<b>Hotel Occupancy Tax Fund</b>						
Revenues	1,281,685	419,042	507,788	88,746	505,852	1,936
Expenditures	1,281,685	586,381	518,055	68,326	624,061	(106,006)
<b>Net</b>	<b>\$ -</b>	<b>\$ (167,339)</b>	<b>\$ (10,266)</b>	<b>\$ 157,072</b>	<b>\$ (118,209)</b>	<b>\$ 107,943</b>

# Development Service Fund



- **Revenues are lower than prior year due to numerous large projects in prior year (HEB, KISD, The Landing, Arcadia, etc.)**
- **Budget is straight line unless we know about a specific large project**
- **Actual revenue is varies widely from month to month and is especially dependent on large projects**



# Fund Analysis

## Golf Fund

- **February 2021 revenues lower than February 2020 due to weather, but YTD revenues still higher than prior year**
- **Increases attributed to: COVID, fee increases, new golf carts, increased marketing, course condition**

## Hotel Occupancy Tax Fund

- **Revenue is better than budget and slightly better than FY2020**
- **One month lag, so storm impact not included yet**
- **Expenses are lower than anticipated due to canceled or rescheduled events**

# Winter Storm Update

**Payroll increases (overtime, inclement weather, taxes & benefits):**

<b>General Fund</b>	<b>\$121K</b>
<b>Water Fund</b>	<b>29K</b>
<b>Other Funds</b>	<b><u>1K</u></b>
<b>TOTAL PAYROLL</b>	<b>151K</b>
<b>Misc Supplies &amp; Maintenance:</b>	<b>\$8K</b>

- **Potential FEMA reimbursement (75%) for payroll**



# Winter Storm Update

- **63 damage claims so far**
- **Damage claims include:**
  - Golf – netting, restrooms, bridge, pump house
  - Tennis – restroom, windscreens, fencing, poles
  - KSP – roof and restroom damage
  - Public Works – Water Production & Water Reclamation
  - Cailloux Theater – HVAC and compressor damage
- **Preliminary estimate of > \$200,000 in damage**
- **Property damage – one \$2,500 deductible for all claims**
- **Vehicle claims - \$500 deductible each**



# Winter Storm Update

- Preliminary estimates show a 38% increase in water consumption during February
- Similar to SAWS, City of Boerne and others in the area, the City of Kerrville implemented an automatic winter storm credit. The first bill received after the storm was automatically calculated at the lower of the actual February bill or the actual January bill.
- Positive feedback from customers and less administrative burden related to leaks and storm repairs



- **Initial allocation shows \$5.18 million for Kerrville**
- **Will be administered through the state (likely TDEM) for small cities**
- **Bill lists restrictions and state may place additional restrictions or requirements on funds**
- **More to come as the US Treasury and the state finalize requirements and guidance**
- **First payment expected in the next 90 days**



# **Council Questions or Comments?**





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

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**SUBJECT:** Appointment to the Parks and Recreation Advisory Board.

**AGENDA DATE OF:** March 23, 2021      **DATE SUBMITTED:** Feb 01, 2021

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20210323\\_Roster\\_Parks and Recreation Advisory Board 1-2021.pdf](#)

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

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

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

**SUMMARY STATEMENT:**

Six vacancies exist due to terms expiring March 2021.

Sixteen applications have been received that are eligible for appointment: Mike Asmus, David Bartels, Morgan Bond, Charles Butler, Coreena Hazelett (reappointment), Charles Hueber (reappointment), Katy Kappel, Sarah Lewis, Rick Martin, Diane McMahon (reappointment), Erik Silvius, Paige Sumner, Cynthia Tate, Sue Tiemann, Wayne Uecker (reappointment), and Karen Yanez.

**RECOMMENDED ACTION:**

Appoint members.

<b>PARKS &amp; RECREATION</b>					
<b>Name</b>	<b>Status</b>	<b>Term</b>	<b>Start date</b>	<b>Reappt date</b>	<b>End date</b>
Lynda Ables	Active	2	27-Mar-18	1-Apr-20	1-Apr-22
Rose Bradshaw	Active	2	9-May-17	26-Mar_19	<b>31-Mar-21</b>
Celeste Hamman	Active	2	27-Mar-18	1-Apr-20	1-Apr-22
Charles Hueber	Active	1	26-Mar-19	n/a	<b>31-Mar-21</b>
Jesse Olivera	Active	1	26-Mar-19	n/a	<b>31-Mar-21</b>
Gregory Peschel	Active	1	26-Mar-19	n/a	<b>31-Mar-21</b>
Lisa Nye-Salladin	Active	2	9-May-17	26-Mar_19	<b>31-Mar-21</b>
Matthew Thurlow	Active	2	27-Mar-18	1-Apr-20	1-Apr-22
Wayne K Uecker	Active	1	26-Mar-19	n/a	<b>31-Mar-21</b>

## DESCRIPTION

The Board shall constitute an advisory board to the City Council. The board shall advise the City Council regarding the development, improvement, equipment, programming, and maintenance of all land and facilities managed by the Parks and Recreation Department. In addition, the Board shall promote close cooperation between the city and its citizens, institutions, and agencies interested in or conducting recreational activities, so that recreational resources within the city may be coordinated to secure the greatest public welfare.

Members: 9

Term Length: 2 years

Term Limit: 2 terms

## QUALIFICATIONS:

A majority as the residents of the city of Kerrville, and all shall be residents of Kerr County.

## RESOLUTIONS:

Ordinance No. 1984-37, amended by Ordinance No. 1987-24