

AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING

TUESDAY, APRIL 27, 2021, 6:00 P.M.

CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

The Community Vision

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

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



Kerrville2050



KERRVILLE CITY COUNCIL MEETING AGENDA
APRIL 27, 2021, 6:00 PM
CITY HALL COUNCIL CHAMBERS
701 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. 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 City Hall, 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 **874 1536 2824** # Passcode is **753238**.

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:

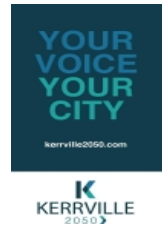
- **OPTION 1 by hard copy** – Comments may be dropped off at the City Hall Utility Payments Drop-Box on the north side of City Hall by 5:00 p.m. the afternoon of the Council workshop.
- **OPTION 2 by email** - Comments may be emailed to **shelley.mcelhannon@kerrvilletx.gov** and must be received by 5:00 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). City Council meetings are recorded and the recordings are posted on the City's website.

Thank you for your participation!



**CITY COUNCIL AGENDA
APRIL 27, 2021, 6:00 PM
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS**



CALL TO ORDER:

INVOCATION AND PLEDGE OF ALLEGIANCE:

Led by Councilmember Gary Cochrane.

1 ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

2 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.

3 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:



- 3.A. Lease of two Police vehicles through the Fleet Management Services with Enterprise Fleet Management for an amount not to exceed \$78,000.

Attachments:

[20210415_Exhibit_Sourcewell.pdf](#)

[20210415_Agreement_Enterprise Lease Quote_Vehicle 1.pdf](#)

[20210415_Agreement_Enterprise Lease Quote_Vehicle 2.pdf](#)



- 3.B. Interlocal agreement with Kerrville Independent School District for the provision of school resource officers.

Attachments:

[20210427_Contract_Interlocal Agreement with KISD for SRO.pdf](#)

- 3.C. Minutes for the City Council meeting held April 13, 2021.

Attachments:

[20210427_Minutes_Regular Council meeting 6pm 4-13-21.pdf](#)

- 3.D. Minutes for the City Council workshop held April 20, 2021.

Attachments:

[20210413_Minutes_workshop 3-23-21 5pm.pdf](#)

END OF CONSENT AGENDA.

4 ORDINANCES, SECOND READING:

- 4.A. Ordinance No. 2021-11, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, which adopted Zoning Regulations, Use Districts, and a Zoning Map in accordance with the City's Comprehensive Plan, such Chapter more commonly known as the City's Zoning Code; by changing the zoning and classification of a

property located at 327 Peterson Farm Road; comprising approximately 3.12 acres; from a Single-Family Residential Zoning District (R-1) to a Residential Mix Zoning District (RM); providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject.

Attachments:

[20210427_Ordinance_2021-11 Zoning Change 327 Peterson Farm Road second reading.pdf](#)



- 4.B. Ordinance No. 2021-12, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, such Chapter more commonly known as the City's Zoning Code; by changing the zoning of a property known as 716 Barnett Street; consisting of parts of lots 5, 6, and 7, block F, Cage Addition; within the City of Kerrville, Kerr County, Texas; from a Residential Transition Zoning District (RT) to a Neighborhood Commercial Zoning District (C-1); providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject.

Attachments:

[20210427_Ordinance_2021-12 Zoning Change 716 Barnett Street second reading.pdf](#)



5 CONSIDERATION AND POSSIBLE ACTION:

- 5.A. Professional Services Agreement with 6S Engineering, Inc. for the Westminster Street Utility Improvements and Reconstruction project in the amount of \$108,740.00.

Attachments:

[20210427_Contract_6S Engineering_Westminster Street & Utility Improvements.pdf](#)



- 5.B. Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Hwy 16 Pedestrian & Traffic Improvements Detailed Application Submittal project in the amount of \$35,435.00.

Attachments:

[20210427_Contract_Kimley-Horn_Hwy16Ped-TrafficImprovements_TA Application_Ph-2.pdf](#)

- 5.C. 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](#)

6 INFORMATION & DISCUSSION:

- 6.A. Financial update for the month ended March 31, 2021.

Attachments:

[20210427_Presentation_March 2021 financial presentation.pdf](#)

7 ITEMS FOR FUTURE AGENDAS:

City Council may suggest items or topics for future agendas.

8 EXECUTIVE SESSION:

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

9 ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY:

ADJOURN.



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

SUBJECT: Lease of two Police vehicles through the Fleet Management Services with Enterprise Fleet Management for an amount not to exceed \$78,000.

AGENDA DATE OF: April 27, 2021 **DATE SUBMITTED:** Apr 15, 2021

SUBMITTED BY: Guillermo Garcia

EXHIBITS: [20210415_Exhibit_Sourcewell.pdf](#)
[20210415_Agreement_Enterprise Lease Quote_Vehicle 1.pdf](#)
[20210415_Agreement_Enterprise Lease Quote_Vehicle 2.pdf](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$77,120.64	\$214,964	\$77,120.64	18-1813-3425

PAYMENT TO BE MADE TO: Enterprise Fleet Management

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

SUMMARY STATEMENT:

For Council consideration, lease purchase of two police vehicles with Enterprise Fleet Management. City of Kerrville will leverage our Master Lease Agreement with Enterprise Fleet Management for the term of three years for the monthly cost of \$1,071.12 per vehicle. This agreement will allow the Police Department to replace two patrol vehicles that have become inoperable. Enterprise Fleet Management Services have been competitively solicited through Sourcewell's cooperative purchasing program, of which we are a member and Council has already approved entering a master lease agreement with. The funding for the program was made available with the adoption of the Fiscal Year 2021 Budget. Staff recommends approval of the lease purchase of two police vehicles with Enterprise Fleet Management and authorizing the City Manager to execute the related documents.

RECOMMENDED ACTION:

Authorize City Manager to enter agreement.



Enterprise Fleet Management

Fleet Management Services

#060618-EFM

Maturity Date: 07/24/2022

Products & Services

Contract Documents

Pricing

Contact Information

Products & Services

Sourcewell contract 060618-EFM gives access to the following types of goods and services:

- Fleet Management Services
- Open End Leases
- Maintenance Management Programs
- Managed Fuel Card Programs
- Commercial Vehicle Leasing
- Telematics
- Vehicle Performance Data Reporting
- Vehicle Tracking Technology
- Driver Safety Programs
- Vehicle Accident Management Solutions
- Fleet Planning Technology
- License, Title & Registration Services

Additional information can be found on the vendor-provided, nongovernment website at:

www.efleets.com/en/partnerships/sourcewell.html

Prepared For: City of Kerrville
Garcia, Guillermo

Date 03/05/2021
AE/AM SO4/SC7

Unit #

Year 2021 **Make** Chevrolet **Model** Tahoe

Series Police Vehicle 4x2

Vehicle Order Type In-Stock **Term** 36 **State** TX **Customer#** 479882

\$ 34,181.00		Capitalized Price of Vehicle ¹
\$ 0.00	*	License and Certain Other Charges <u>6.2500%</u> State <u>TX</u>
\$ 158.50	*	Initial License Fee
\$ 0.00		Registration Fee
\$ 0.00		Other: (See Page 2)
\$ 0.00		Capitalized Price Reduction
\$ 0.00		Tax on Capitalized Price Reduction
\$ 0.00		Gain Applied From Prior Unit
\$ 0.00	*	Tax on Gain On Prior
\$ 0.00	*	Security Deposit
\$ 0.00	*	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Black
Interior Color	(0 I) Jet Black w/Cloth Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 34,181.00	Total Capitalized Amount (Delivered Price)
\$ 949.48	Depreciation Reserve @ <u>2.7778%</u>
\$ 121.64	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,071.12	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
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Comp/Coll Deductible 0 / 0

\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

OverMileage Charge \$ 0.0450 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000%

State

\$ 1,071.12 Total Monthly Rental Including Additional Services

\$ -0.28 Reduced Book Value at 36 Months

\$ 395.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 30,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Kerrville

BY **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
374425-d	B	\$ 12,028.18
Total Aftermarket Equipment Billed		\$ 12,028.18
Total Aftermarket Equipment Capitalized		\$ 0.00
Aftermarket Equipment Total		\$ 0.00

Other Totals

Description	(B)illed or (C)apped	Price
del - 100miles	B	\$ 175.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 175.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 175.00

VEHICLE INFORMATION:

2021 Chevrolet Tahoe Police Vehicle 4x2 - US

Series ID: CC10706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$45,408	\$48,000.00
Total Options	\$-2,984.80	\$-3,280.00
Destination Charge	\$1,295.00	\$1,295.00
Total Price	\$43,718.20	\$46,015.00

SELECTED COLOR:

Exterior: GBA-(0 P) Black
Interior: H1T-(0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	\$-3,913.00	\$-4,300.00
5J3	Surveillance Mode Calibration Interior Lighting	Included	Included
5J9	Red/White Taillamp Flasher Calibration	Included	Included
5LO	Red/Red Taillamp Flasher Calibration	Included	Included
6C7	SEO: Red & White Front Auxiliary Dome Lighting	\$154.70	\$170.00
6J7	SEO: Headlamp & Taillamp Flasher System	\$45.50	\$50.00
7X3	SEO: Left-Hand Spotlamp	\$728.00	\$800.00
9C1	Identifier for Police Package Vehicle	NC	NC
ATD	3rd Row Passenger Seat Delete	Included	Included
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
C5Z	GVWR: 7,200 lbs (3,266 kgs)	STD	STD
GBA_01	(0 P) Black	NC	NC
GU5	3.23 Rear Axle Ratio	STD	STD
H1T_02	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K47	High-Capacity Air Cleaner	Included	Included
K6K	760 Cold-Cranking Amps Auxiliary Battery	Included	Included
KX4	250 Amps Alternator	Included	Included
L84	Engine: 5.3L EcoTec3 V8	STD	STD
MQC	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
PXT	Wheels: 20" x 9" Steel	Included	Included
RAV	Spare P275/55R20 AS BW Tire	Included	Included
RC1	Front Skid Plate	Included	Included
STD TM	Cloth Seat Trim	STD	STD
UQF	6-Speaker Audio System Feature	Included	Included
UT7_	SEO: Ground Wires	Included	Included
V53	Luggage Rack Side Rails Delete	Included	Included
VPV	Ship-Thru: Kerr Industries	Included	Included
XCS	Tires: P275/55R20SL AS BW	Included	Included
Z56	Full Independent Suspension Package	Included	Included
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Running Boards: running boards
Skid Plates: skid plates
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open and Start proximity key
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Seatback Storage Pockets: 2 seatback storage pockets
Front Underseat Storage Tray: locking front underseat storage tray
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets
AC Power Outlet: 1 AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: 4G LTE Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers
Front Windshield Visor Strip: front windshield visor strip
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Rear Window: flip-up rear windshield
Tinted Windows: deep-tinted windows

Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: PASS-Key III immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and passenger seats

Driver Lumbar: power 2-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear manual reclining 60-40 split-bench seat

Rear Folding Position: rear seat tumble forward

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

Prepared For: City of Kerrville
Garcia, Guillermo

Date 04/13/2021
AE/AM SO4/SC7

Unit #

Year 2021 **Make** Chevrolet **Model** Tahoe

Series Police Vehicle 4x2

Vehicle Order Type In-Stock **Term** 36 **State** TX **Customer#** 479882

\$ 34,181.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges <u>6.2500%</u> State <u>TX</u>
\$ 158.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other:Courtesy Delivery Fee
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name Flowers, Shannon
Exterior Color (0 P) Black
Interior Color (0 I) Jet Black w/Cloth Seat Trim
Lic. Plate Type Exempt
GVWR 0

\$ 34,181.00	Total Capitalized Amount (Delivered Price)
\$ 949.48	Depreciation Reserve @ <u>2.7778%</u>
\$ 122.39	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,071.87	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees
Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.0450</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000% **State** .

\$ 1,071.87 Total Monthly Rental Including Additional Services

\$ -0.28	Reduced Book Value at <u>36</u> Months
\$ 395.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 30,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Kerrville

BY **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Legacy Electronic Equipment	B	\$ 12,028.18
Total Aftermarket Equipment Billed		\$ 12,028.18
Total Aftermarket Equipment Capitalized		\$ 0.00
Aftermarket Equipment Total		\$ 0.00

VEHICLE INFORMATION:

2021 Chevrolet Tahoe Police Vehicle 4x2 - US

Series ID: CC10706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$45,408	\$48,000.00
Total Options	\$-2,984.80	\$-3,280.00
Destination Charge	\$1,295.00	\$1,295.00
Total Price	\$43,718.20	\$46,015.00

SELECTED COLOR:

Exterior: GBA-(0 P) Black
Interior: H1T-(0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	\$-3,913.00	\$-4,300.00
5J3	Surveillance Mode Calibration Interior Lighting	Included	Included
5J9	Red/White Taillamp Flasher Calibration	Included	Included
5LO	Red/Red Taillamp Flasher Calibration	Included	Included
6C7	SEO: Red & White Front Auxiliary Dome Lighting	\$154.70	\$170.00
6J7	SEO: Headlamp & Taillamp Flasher System	\$45.50	\$50.00
7X3	SEO: Left-Hand Spotlamp	\$728.00	\$800.00
9C1	Identifier for Police Package Vehicle	NC	NC
ATD	3rd Row Passenger Seat Delete	Included	Included
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
C5Z	GVWR: 7,200 lbs (3,266 kgs)	STD	STD
GBA_01	(0 P) Black	NC	NC
GU5	3.23 Rear Axle Ratio	STD	STD
H1T_02	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K47	High-Capacity Air Cleaner	Included	Included
K6K	760 Cold-Cranking Amps Auxiliary Battery	Included	Included
KX4	250 Amps Alternator	Included	Included
L84	Engine: 5.3L EcoTec3 V8	STD	STD
MQC	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
PXT	Wheels: 20" x 9" Steel	Included	Included
RAV	Spare P275/55R20 AS BW Tire	Included	Included
RC1	Front Skid Plate	Included	Included
STD TM	Cloth Seat Trim	STD	STD
UQF	6-Speaker Audio System Feature	Included	Included
UT7_	SEO: Ground Wires	Included	Included
V53	Luggage Rack Side Rails Delete	Included	Included
VPV	Ship-Thru: Kerr Industries	Included	Included
XCS	Tires: P275/55R20SL AS BW	Included	Included
Z56	Full Independent Suspension Package	Included	Included
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Running Boards: running boards
Skid Plates: skid plates
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open and Start proximity key
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Seatback Storage Pockets: 2 seatback storage pockets
Front Underseat Storage Tray: locking front underseat storage tray
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets
AC Power Outlet: 1 AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: 4G LTE Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers
Front Windshield Visor Strip: front windshield visor strip
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Rear Window: flip-up rear windshield
Tinted Windows: deep-tinted windows

Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: PASS-Key III immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear manual reclining 60-40 split-bench seat
Rear Folding Position: rear seat tumble forward
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual



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

SUBJECT: Interlocal agreement with Kerrville Independent School District for the provision of school resource officers.

AGENDA DATE OF: April 27, 2021

DATE SUBMITTED: Apr 16, 2021

SUBMITTED BY: Amy Dozier

EXHIBITS: [20210427_Contract_Interlocal Agreement with KISD for SRO.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes
Key Priority Area	F - Public Facilities and Services
Guiding Principle	F2. Place the highest priority on public safety (police, fire, EMS).
Action Item	F2.5 - Encourage more public safety programs for schools and home school sites

SUMMARY STATEMENT:

The Kerrville Police Department provides a school resource officer to Tivy High School and Hal Peterson Middle School. The contract regarding these services was signed in 2009 and specifies that KISD pay for 5/6ths of the personnel expense associated with these positions.

An new agreement is being presented to Council in order to change a few provisions that are incongruent from an operational standpoint. The 2009 agreement specifies that the contract term is from December 1 to November 30 annually with payment due in advance by October 1st. These dates do not line up with the KISD school year, the KISD fiscal year or the City of Kerrville fiscal year. In addition, there is no provision related to staffing vacancies and the City may not have good information on salary and benefit costs that far in advance of the service.

The new contract addresses these issues by setting the term to coincide with KISD's fiscal year which runs from September 1 to August 31. In addition, payment in the new agreement is due by November 30, which should allow for good information on salaries and benefits and also puts the revenue in the same fiscal year that services are performed. The 5/6ths payment remains the same, however, the new agreement more clearly indicates types of compensation and has a provision stating that KISD will not be charged for any period of time that a school resource position is vacant.

The terms of the new agreement were developed with input from KPD and KISD. KISD administration has agreed to the terms of the agreement. The agreement is scheduled to be approved by the KISD Board at their next meeting on May 17, 2021 and will be signed by Dr. Foust following the meeting.

RECOMMENDED ACTION:

Approve agreement.

**INTERLOCAL AGREEMENT BETWEEN KERRVILLE INDEPENDENT SCHOOL
DISTRICT AND THE CITY OF KERRVILLE
FOR PROVISION OF SCHOOL RESOURCE OFFICERS**

This Agreement is made by and entered into between the Kerrville Independent School District (hereinafter "KISD") and the City of Kerrville (hereinafter "City"), on the ____ day of _____, 2021.

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Government Code, authorizes local governments to contract with one another for the performance of governmental functions and services; and

WHEREAS, City and KISD entered into an Interlocal Agreement For the Provision of School Resource Officer dated March 4, 2005, which was later amended on November 24, 2009; and

WHEREAS, City and KISD desire to terminate the preexisting Interlocal Agreement Between Kerrville Independent School District and the City of Kerrville for Provision of School Resource Officer dated March 4, 2005, as amended on November 24th, 2009, and replace it with a new agreement for the purpose of providing police services to KISD by City, as hereinafter set out in the body of this Agreement;

NOW, THEREFORE, City and KISD do hereby terminate any preexisting Interlocal Agreements for Provision of School Resource Officers and contract, agree, and covenant for good and valuable consideration, the mutual promises and agreements made in the body of this Agreement as follows:

1. Initial Term: The initial term of the Agreement is for a term commencing September 1, 2021 and ending August 31, 2022.
2. Services to be provided: City agrees to assign two (2) police officers as School Resource Officers (SRO), one (1) to Tivy High School, and one (1) to Hal Peterson Middle School. Said officers will serve at all times under the direction of City's Chief of Police ("Chief") or his designee. Said officers shall conduct police activities and investigations on the designated campuses and at other properties of KISD as necessary to carry out the officers' duties. KISD shall furnish a suitable office space and telephones for the use by the School Resource Officers, but all other operational expenses shall be paid by City. The Chief or his designee shall meet and confer with the campus principals and Central Office Administration from time to time, to establish mutually agreeable operational policies for the SROs. However, nothing in this Agreement shall abridge the right and responsibility of the Chief to assign, replace, discipline or otherwise supervise the activities of the SRO. Further, nothing in this Agreement shall require City to provide continuous police presence on the campus of Tivy High School and/or Hal Peterson Middle School during every school day when either of the SROs may be away from a campus for court, training, administrative duties, arrest processing or other official duties. Further, nothing in this Agreement shall obligate the City to provide an SRO or other police presence at any school activities or events outside of regular school hours. If a police presence at such extracurricular activities is desired by KISD, it shall be negotiated separately from and independent of this Agreement.

3. Funding: KISD and City agree to seek grant opportunities to fund a portion of the expenses related to this SRO program. Grant funds will be used to directly reduce KISD's expenses related to the SRO program. KISD agrees to fund 5/6 and City agrees to fund 1/6 of all compensation and benefits (which includes, but is not limited to, payments for salary, longevity, certification, SRO stipend, Federal Insurance Contribution Act, retirement, and medical insurance) of the officers assigned to the SRO positions regardless of grant funding approval. KISD's portion of salary and benefits funding shall be transferred annually to City on or before November 30th of each year.
4. Allocations of Funds Upon Termination: KISD and City agree that should either party not fund the obligations outlined in the Agreement, the program will terminate, and a prorated portion (KISD 5/6, City 1/6) of any remaining funds shall be transferred to the funding Parties.
5. Duration of On-Campus Duties for SRO: The officers assigned to KISD under this Agreement shall be assigned normally during a ten month period from August – May. During June and July, said officers shall report for duty at the Kerrville Police Department.
6. Automatic Renewal: This Agreement shall be for one (1) year initial term and shall be automatically renewed for additional one (1) year terms subject to the funding provisions contained herein. Either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party. The Parties may agree to terminate this Agreement at any time. In the event the Agreement is terminated prior to the end of a term year, the compensation provided in Section 3 shall continue through the date of termination.
7. Vacancy: Should an SRO position become vacant at any time during an annual term, KISD and City agree that the prorated portion (KISD 5/6, City 1/6) of any remaining funds attributable to the vacated position shall be transferred to the funding Parties at the end of the annual term.
8. Hold Harmless Agreement: Nothing herein shall be construed as limiting the powers or immunities otherwise held by either party, and this Agreement shall not be construed to create any employer/employee relationship between KISD and the SRO, or any agreement whereby either party will have any obligation to indemnify the other. Each party hereto agrees to hold the other, and its agents, servants or employees, harmless of and from all claims, demands, liability, loss, cost and expense (including attorney's fees and cost of litigation) in any manner arising out of or resulting from any claim, demand, liability, loss, cost or expense caused in whole or in part by its own negligence or the negligence of its agents, servants or employees.

9. Notices: Any notice required or permitted to be given hereunder or under the laws of this state shall be given in writing and may be given via the United States Postal Service, certified mail, or commercial courier service, addressed to the applicable party at the address set forth below:

City: City of Kerrville
Attention: City Manager
800 Junction Highway
Kerrville, Texas 78028

KISD: Kerrville Independent School District
Attention: Director of Special Programs
1009 Barnett Street
Kerrville, Texas 78028

10. Approval of Agreement: This Agreement will not become effective unless and until the approval and completed execution of this Agreement by both City and KISD, in accordance with Texas law.
11. Governing Law and Venue: This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any cause of action shall be in a court of competent jurisdiction in Kerr County, Texas.
12. Severability: If any provision of this Agreement is invalid or unenforceable, this Agreement shall be considered severable as to such provision, and the remainder of this Agreement shall remain valid and binding as though such invalid or unenforceable provision were not included herein.
13. Captions: Section headings are inserted herein only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent to any provision herein.
14. Use of Language: Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.
15. Entire Agreement: This Agreement embodies the entire agreement between the Parties, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. This Agreement shall not be changed, modified, discharged or extended, except by written instrument duly executed by the Parties. The Parties agree that no representations or warranties shall be binding upon either party unless expressed in writing in the aforesaid Agreement.

This Agreement may be executed in multiple counterparts, each of which constitutes an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be legally executed this ____ day of _____, 2021.

CITY OF KERRVILLE

KERRVILLE INDEPENDENT SCHOOL DISTRICT

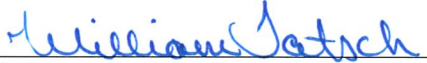
By: _____
Bill Blackburn, Mayor

By: _____
Dr. Mark J. Foust, Superintendent

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



William L. Tatsch, Assistant City Attorney



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

SUBJECT: Minutes for the City Council meeting held April 13, 2021.

AGENDA DATE OF: April 27, 2021

DATE SUBMITTED: Apr 06, 2021

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20210427_Minutes_Regular Council meeting 6pm 4-13-21.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Minutes for the City Council meeting held April 13, 2021 at 6:00 p.m. at the Cailloux City Center.

RECOMMENDED ACTION:

Approve minutes as presented.

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
APRIL 13, 2021**

On April 13, 2021, at 6:00 p.m. the meeting was called to order by Mayor Bill Blackburn at the Cailloux City Center, 910 Main Street. Councilmember Brenda Hughes 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	Kyle Burow, Director Engineering
E.A. Hoppe	Deputy City Manager	Stuart Cunyus, Public Information Officer
Mike Hayes	City Attorney	Eric Maloney, Fire Chief
Shelley McElhannon	City Secretary	Chris McCall, Police Chief
Stuart Barron	Director Public Works	Kim Meisner, Exec Director Operations
Ashlea Boyle, Director Parks & Rec		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 and Councilmember Judy Eychner.

2. PRESENTATIONS:

2A. Kerrville Kindness Award.

Mayor Blackburn presented the Kerrville Kindness award to the Schreiner University Nursing program representatives: nursing student Clay Stewart, nursing student Julie Huffman, and Dr. Lisa McDonald.

2B. Proclamation of support by the City Council to promote, create, and sustain communities for all ages in support of the Senior Services Advisory Committee's application for Kerrville to be designated an American Association of Retired Persons (AARP) Age-Friendly Community.

Mayor Blackburn presented the proclamation of support to the Senior Services Advisory Committee representatives Janice Anderson, Waverly Jones, Christine Klima, and Karen Mattox.

2C. Kerrville Fire Department "EMS Person of the Year".

Fire Chief Eric Maloney honored Firefighter-Paramedic Ryan Michel as EMS Person of the Year.

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

Mark McDaniel and Chief Maloney presented information and responded to questions. Mr. McDaniel noted that on May 1, 2021, masks will be voluntary in City buildings.

3. VISITORS FORUM: No citizens/visitors signed up to speak.

4. CONSENT AGENDA:

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

4A. Resolution No. 18-2021. A Resolution authorizing the submission of a grant application to the Public Safety Office, Office of the Governor, for funding to purchase portable radios for the Kerrville Police Department.

4C. Minutes for the City Council workshop held March 23, 2021.

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

END OF CONSENT AGENDA.

4B. Emergency repairs to the Olympic Pool in the amount of \$125,650.71 via BuyBoard contract number 613-20 with Progressive Commercial Aquatics.

Ashlea Boyle and E.A. Hoppe presented information and responded to questions.

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

5 PUBLIC HEARINGS AND RESOLUTIONS:

5A. Resolution No. 19-2021. A Resolution granting a conditional use permit to authorize a dwelling, single-family detached with accessory dwelling unit on the property consisting of parts of lots 2 and 3, JA Tivy Addition, a subdivision within the City of Kerrville, Texas; known as 1517 E. Main Street; said property is located within an R-1 Zoning District; and making said permits subject to certain conditions and restrictions contained herein.

Shelley McElhannon read Resolution No. 19-2021 caption into record.

Drew Paxton presented information and responded to questions.

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

No person spoke.

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

Councilmember Eychner moved to approve Resolution No. 19-2021 as presented and Councilmember Cochrane seconded. The motion passed 5-0.

5B. Resolution No. 20-2021. A Resolution granting a conditional use permit to authorize a short-term rental unit on the property consisting of approximately 0.187 acres, comprising lot 8, block 1, Schreiner High School Addition, a subdivision within the City of Kerrville and more commonly known as 821 Robinson Avenue; said property is located within an R-1A Single-Family Residential with Accessory Dwelling Unit Zoning District; and making said permit subject to certain conditions and restrictions contained herein.

Shelley McElhannon read Resolution No. 20-2021 caption into record.

Drew Paxton presented information and responded to questions.

Mayor Blackburn opened the public hearing at 6:41 p.m.

No person spoke.

Mayor Blackburn closed the public hearing at 6:42 p.m.

Councilmember Hughes moved to approve Resolution No. 20-2021 as presented and Councilmember Cochrane seconded. The motion passed 5-0.

6 ORDINANCES, PUBLIC HEARING AND FIRST READING:

6A. Ordinance No. 2021-11. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, which adopted Zoning Regulations, Use Districts, and a Zoning Map in accordance with the City's Comprehensive Plan, such Chapter more commonly known as the City's Zoning Code; by changing the zoning and classification of a property located at 327 Peterson Farm Road; comprising approximately 3.12 acres; from a Single-Family Residential Zoning District (R-1) to a Residential Mix Zoning District (RM); providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters related to this subject.

Shelley McElhannon read Ordinance No. 2021-11 caption into record.

Drew Paxton presented information and responded to questions.

Mayor Blackburn opened the public hearing at 6:44 p.m.

No person spoke.

Mayor Blackburn closed the public hearing at 6:44 p.m.

Councilmember Kim Clarkson moved to approve Ordinance No. 2021-11 on first reading, and Councilmember Eychner seconded. The motion passed 5-0.

6B. Ordinance No. 2021-12. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, such Chapter more commonly known as the City's Zoning Code; by changing the zoning of a property known as 716 Barnett Street; consisting of parts of lots 5, 6, 7, block F, Cage Addition; within the City of Kerrville, Kerr County, Texas; from a Residential Transition Zoning District (RT) to a Neighborhood Commercial Zoning District (C-1); providing a cumulative clause; providing severability; providing an effective date; ordering publication; and providing other matters related to this subject.

Shelley McElhannon read Ordinance No. 2021-12 caption into record.

Drew Paxton provided information and responded to questions.

Mayor Blackburn opened the public hearing at 6:48 p.m.

The following person spoke: John Hewitt, property owner.

Mayor Blackburn closed the public hearing at 6:50 p.m.

Councilmember Cochrane moved to approve Ordinance No. 2021-12 and Councilmember Hughes seconded. The motion passed 5-0.

7 CONSIDERATION AND POSSIBLE ACTION:

7A. Construction Agreement with Alamo City Constructors, Inc. for the 2021 Street Reconstruction project in an amount of \$4,196,029.00.

Shelley McElhannon read item 7A caption into record.

Kyle Burow provided information and responded to questions.

Councilmember Eychner moved to the construction agreement as presented, and Councilmember Cochrane seconded. The motion passed 5-0.

8 ITEMS FOR FUTURE AGENDAS:

- Code issue regarding public and institutional restrictions on storage units (Cochrane)
- Zoning code designated uses in districts (Clarkson)

Councilmember Eychner made a motion the City Council adjourn into closed executive session under 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), and 551.087 (deliberation regarding economic development negotiations) and Councilmember Hughes seconded. The motion passed 5-0.

Mayor Blackburn recessed the meeting at 7:05 p.m., and reconvened in closed executive session in the Cailloux City Center upstairs conference room.

9 EXECUTIVE SESSION:

9A. Subdivision Development Agreement with Lennar Homes of Texas Land and Construction, Ltd. (551.071, 551.072, 551.087).

9B. Public Safety Building (551.071, 551.072).

The closed executive session adjourned, Council returned to open session at 7:27 p.m.

10 ACTIONS ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY: None.

ADJOURN. The meeting adjourned at 7:27 p.m.

APPROVED BY COUNCIL: _____

APPROVED:

ATTEST:

Bill Blackburn, Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: Minutes for the City Council workshop held April 20, 2021.

AGENDA DATE OF: April 27, 2021

DATE SUBMITTED: Apr 06, 2021

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20210413_Minutes_workshop 3-23-21 5pm.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Minutes for the City Council workshop held April 20, 2021 at 10:00 a.m. in the City Hall Council Chambers.

RECOMMENDED ACTION:

Approve minutes as presented.

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

**MARCH 23, 2021 5:00 PM
KERRVILLE, TEXAS**

CALL TO ORDER: On March 23, 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
Guillermo Garcia	Executive Director for Innovation

VISITORS PRESENT: Gil Salinas, Economic Development Corporation

1. **PUBLIC COMMENTS:** No person(s) signed up to speak.

2. **INFORMATION AND DISCUSSION:**

2.A. Kerrville Economic Development Corporation quarterly update.

Gil Salinas provided information and responded to questions.

2.B. Development Services and other improvement initiatives quarterly update.

Guillermo Garcia provided information and responded to questions.

3. **EXECUTIVE SESSION:** An Executive Session was not called.

3.A. Legal issues relating to the Kerrville Public Utility Board and impact from winter storm event (551.071).

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

ADJOURN. The workshop was adjourned at 5:44 p.m.

APPROVED BY COUNCIL: _____

APPROVED:

ATTEST:

Bill Blackburn, Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: Ordinance No. 2021-11, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, which adopted Zoning Regulations, Use Districts, and a Zoning Map in accordance with the City's Comprehensive Plan, such Chapter more commonly known as the City's Zoning Code; by changing the zoning and classification of a property located at 327 Peterson Farm Road; comprising approximately 3.12 acres; from a Single-Family Residential Zoning District (R-1) to a Residential Mix Zoning District (RM); providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject.

AGENDA DATE OF: April 27, 2021 **DATE SUBMITTED:** Mar 15, 2021

SUBMITTED BY: Drew Paxton

EXHIBITS: [20210427_Ordinance_2021-11 Zoning Change 327 Peterson Farm Road second reading.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Proposal: Public hearing, consideration, and action to recommend an ordinance to change the zoning from R-1 Single Family District, to RM Residential Mix District, on approximately 3.12 acres out of Crook Survey No. 71, Abstract A0114; and generally located at 327 Peterson Farm Road.

Procedural Requirements: 7 letters were mailed on 2/19/2021 to adjacent property owners. The public notice was published in the Kerrville Daily Times on 2/11/2021. At the time of drafting this Agenda Bill, no comments had been received.

Staff Analysis and Recommendation

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-1 Single Family Residential

Existing Land Uses: Single Family Residential

Direction: North

Current Zoning: County/ETJ

Existing Land Uses: Vacant Land and Single Family Residential

Direction: South

Current Zoning: AD Airport District

Existing Land Uses: Mooney International

Direction: West

Current Zoning: County/ETJ

Existing Land Uses: Vacant Land

Direction: East

Current Zoning: PDD 2010-03 (Formerly Proposed USDA Site)

Existing Land Uses: Vacant Land (City Property)

Consistency with the Kerrville 2050 Comprehensive Plan: The subject property is currently zoned R-1 Single Family Residential and is identified in the Kerrville 2050 Comprehensive Plan as Strategic Catalyst Area 11 (SCA 11). The airport and SH 27 are the key features of SCA 11, which is generally bounded by the Guadalupe River to the west, Creekwood Road to the north, the fringes of the Kerrville Municipal Airport to the east, and the southeastern most limits of the city's ETJ to the south. Although new residential development is discouraged near or adjacent to the airport, this existing property has always had a residential use. The request to change zoning from one residential use (R-1) to another residential use (RM) does not change the existing use of the property and is therefore consistent with K2050.

Thoroughfare Plan: The subject property is located on a local street.

Traffic Impact: No traffic impact is anticipated.

Parking: All parking requirements of the zoning code shall be met, therefore, adequate parking will be provided at the time of site design and construction.

Case Summary: The property is currently zone R-1 Single Family Residential and has an existing residence on the property. The property owner would like to add a manufactured home as second home for family use. R-1 zoning does not allow the addition of a manufactured home. The RM Residential Mix zoning would allow the proposed manufactured home, thus the request for the zoning change. A future plat will be required for the subdivision of the lot into multiple lots to accommodate a second home.

Recommendation: Because the applicant is only proposing a zoning change from one residential use to another to allow for the addition of a second home on the property for family use, it seems reasonable to grant this zoning change request. Based on these circumstances and the fact that all other zoning and building codes will be met, staff recommends the zoning change request.

On March 4th, the Planning and Zoning Commission recommended the case for approval with a unanimous vote.

On April 13, 2021, City Council approved Ordinance No. 2021-11 on first reading.

RECOMMENDED ACTION:

Approve Ordinance No. 2021-11 on second reading.

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

AN ORDINANCE AMENDING CHAPTER 60 OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS, WHICH ADOPTED ZONING REGULATIONS, USE DISTRICTS, AND A ZONING MAP IN ACCORDANCE WITH THE CITY'S COMPREHENSIVE PLAN, SUCH CHAPTER MORE COMMONLY KNOWN AS THE CITY'S ZONING CODE; BY CHANGING THE ZONING AND CLASSIFICATION OF A PROPERTY LOCATED AT 327 PETERSON FARM ROAD; COMPRISING APPROXIMATELY 3.12 ACRES; FROM A SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1) TO A RESIDENTIAL MIX ZONING DISTRICT (RM); PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing held before the City Council on April 13, 2021, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in the change of a zoning district for the property located at 327 Peterson Farm Road; such change to result in the removal of the property from a Single-Family Residential Zoning District (R-1) to placement within a Residential Mix Zoning District (RT); and

WHEREAS, on April 13, 2021, City Council held a public hearing on the zoning change referenced above pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

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

Legal Description: Being all of a certain tract or parcel of land comprising approximately 3.12 acres out of the W.T. Crook Survey No. 71, Abstract No. 114, within the City of Kerrville, Kerr County, Texas; said tract being more particularly described and depicted at Exhibit A, attached hereto and made a part hereof for all purposes, and hereafter referred to as the "Property." The Property is also shown on the "Location Map", which is attached as Exhibit B.

Address: 327 Peterson Farm Road, Kerrville, TX 78028

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

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

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

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

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

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

PASSED AND APPROVED ON FIRST READING, this the 13 day of APRIL, A.D., 2021.


PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ of _____, A.D., 2021.

Bill Blackburn, Mayor

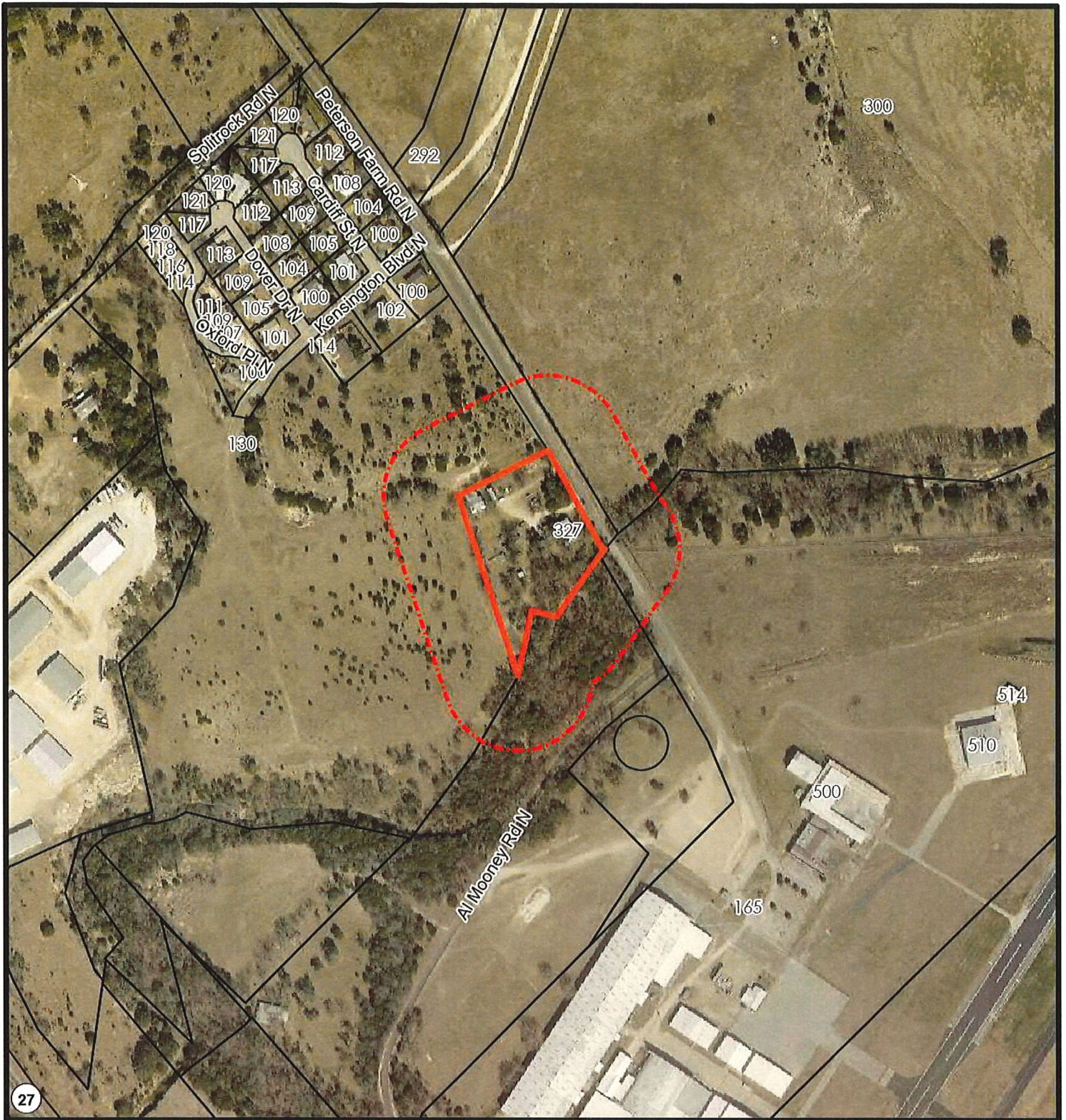
ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



Location Map

Case # 2020-086

Location:

327 Peterson Farm Rd N

Legend

200' Notification Area
Subject Properties



0 125 250 500

Scale In Feet



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

SUBJECT: Ordinance No. 2021-12, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, such Chapter more commonly known as the City's Zoning Code; by changing the zoning of a property known as 716 Barnett Street; consisting of parts of lots 5, 6, and 7, block F, Cage Addition; within the City of Kerrville, Kerr County, Texas; from a Residential Transition Zoning District (RT) to a Neighborhood Commercial Zoning District (C-1); providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject.

AGENDA DATE OF: April 27, 2021 **DATE SUBMITTED:** Apr 15, 2021

SUBMITTED BY: Drew Paxton

EXHIBITS: [20210427_Ordinance_2021-12 Zoning Change 716 Barnett Street second reading.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? Yes
Key Priority Area L - Land Use
Guiding Principle
Action Item

SUMMARY STATEMENT:

Proposal: Public hearing, consideration, and action to recommend an ordinance to change the zoning from RT Residential Transition District to C-1 Neighborhood Commercial District on parts of Lot 5, Lot 6, and Lot 7, Block F, Cage Addition; and generally located 716 Barnett Street.

Procedural Requirements: 18 letters were mailed on 2/19/2021 to adjacent property owners. The public notice was published in the Kerrville Daily Times on 2/11/2021. At the time of drafting this Agenda Bill, no comments had been received.

Staff Analysis and Recommendation

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: RT Residential Transition

Existing Land Uses: Office Building

Direction: North

Current Zoning: C-2 Light Commercial

Existing Land Uses: Retail, Office and Restaurants

Direction: South, East

Current Zoning: RT Residential Transition

Existing Land Uses: Office and Residential

Direction: West

Current Zoning: DAC Downtown Arts and Culture

Existing Land Uses: Retail, Office and Restaurants

Consistency with the Kerrville 2050 Comprehensive Plan: The subject property is located within Strategic Catalyst Area 1 (SCA 1) of the Kerrville 2050 Comprehensive Plan. The focus of SCA 1 is on the downtown core and central business district and comprises a dense cluster of amenities, infrastructure, and employment within a roughly 0.4-square-mile area. Allowable place types are transitional residential and downtown focused development. Because the request to change from RT zoning to C-1 zoning supports the intent of SCA 1 and downtown development, the zoning change is consistent with the Kerrville 2050 Comprehensive Plan.

Thoroughfare Plan: The subject property is located on a side street directly adjacent to Sidney Baker Street.

Traffic Impact: No traffic impact is anticipated.

Parking: All parking requirements of the zoning code shall be met as development plans are finalized and will be approved prior to construction.

Case Summary: Applicant is requesting a zoning change from RT Residential Transition to C-1 Neighborhood Commercial to allow for a commercial kitchen to be installed for the purposes of supporting a catering business. Commercial kitchens are currently not allowed in the RT district, so the request for C-1 is necessary to support applicant's business goals.

Surrounding current uses are RT Residential Transition, C-2 Light Commercial, and DAC Downtown Arts and Culture. The zoning change request of C-1 Neighborhood Commercial would be consistent with current surrounding zoning. Additionally, the K2050 Strategic Catalyst Area 1 guidelines encourage businesses that support the downtown core and downtown development.

Recommendation: Because the requested zoning change is consistent with current zoning and future K2050 Strategic Catalyst Area 1 recommendations, it seems reasonable to grant this zoning change request. Based on these circumstances and the consistency with the Kerrville 2050 Plan, staff recommends the zoning change request.

On March 4th, the Planning and Zoning Commission recommend the case for approval with a unanimous vote.

On April 13, 2021, the City Council approved Ordinance No. 2021-12 on first reading.

RECOMMENDED ACTION:

Approve Ordinance No. 2021-12 on second reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2021-12**

AN ORDINANCE AMENDING CHAPTER 60 OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS, SUCH CHAPTER MORE COMMONLY KNOWN AS THE CITY'S ZONING CODE; BY CHANGING THE ZONING OF A PROPERTY KNOWN AS 716 BARNETT STREET; CONSISTING OF PARTS OF LOTS 5, 6, AND 7, BLOCK F, CAGE ADDITION; WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS; FROM A RESIDENTIAL TRANSITION ZONING DISTRICT (RT) TO A NEIGHBORHOOD COMMERCIAL ZONING DISTRICT (C-1); PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing held before the City Council on April 13, 2021, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on this Ordinance, the adoption of which will result in the change of a zoning district for the property located at 716 Barnett St.; such change to result in the removal of the property from a Residential Transition Zoning District (RT) to placement within a Neighborhood Commercial Zoning District (C-1); and

WHEREAS, on April 13, 2021, City Council held a public hearing on the zoning change referenced above pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

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

Legal Description: Being a certain tract of land, consisting of parts of Lots 5, 6, and 7, Block F, out of the Cage Addition, and within the City of Kerrville, Kerr County, Texas; said tract depicted at Exhibit A, attached hereto and made a part hereof for all purposes.

Address: 716 Barnett Street, Kerrville, TX 78028

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

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

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

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

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

PASSED AND APPROVED ON FIRST READING, this the 13 day of APRIL, A.D., 2021.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ of _____, A.D., 2021.

Bill Blackburn, Mayor

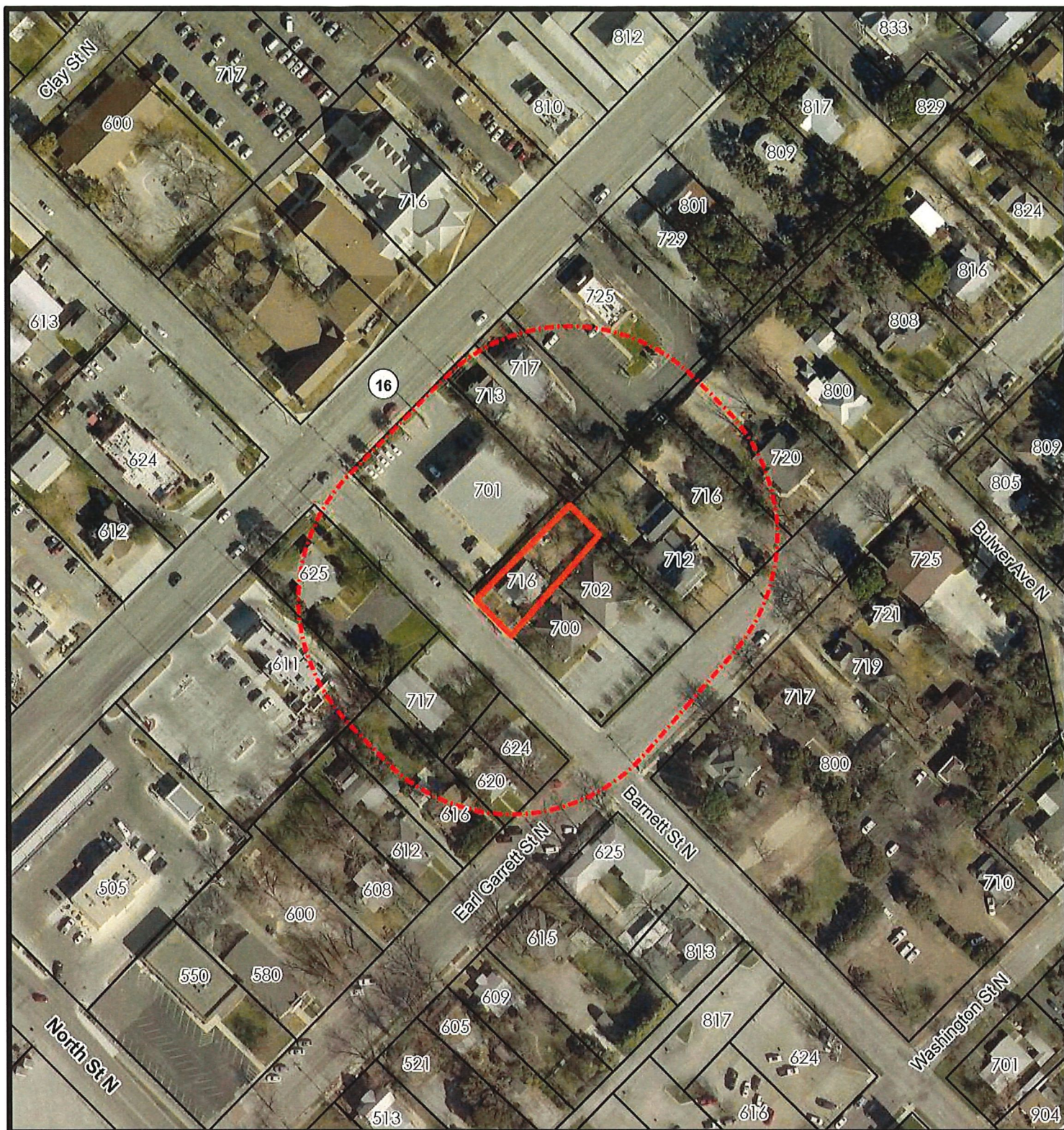
ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



Location Map

Case # PZ-2021-3

Location:

716 Barnett St

Legend

200' Notification Area



Subject Properties



0 50 100 200

Scale In Feet

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



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

SUBJECT: Professional Services Agreement with 6S Engineering, Inc. for the Westminster Street Utility Improvements and Reconstruction project in the amount of \$108,740.00.

AGENDA DATE OF: April 27, 2021

DATE SUBMITTED: Apr 16, 2021

SUBMITTED BY: Kyle Burow

EXHIBITS: [20210427_Contract_6S Engineering_Westminster Street & Utility Improvements.pdf](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$108,740.00	\$108,740.00	\$108,740.00	70-7000-5400, Project #70-19011; 71-7100-5500, Project #71-21004

PAYMENT TO BE MADE TO: 6S Engineering, Inc.

Kerrville 2050 Item?	Yes
Key Priority Area	M - Mobility / Transportation
Guiding Principle	M4. Place a high priority on the maintenance of existing streets
Action Item	M4.2 - Continue implementing the plan for street repairs, including a timeline and funding, based on the road conditions data collection and evaluation completed in 2016

SUMMARY STATEMENT:

In 2019, 6S Engineering, Inc. completed an update to the Pavement Master Plan and reassessed the current street conditions and maintenance practices. The 6S Engineering, Inc. team evaluated the current street condition assessment gathered for each street segment to analyze the deterioration estimates based on the effectiveness of the current street repair methods and degradation of street segments compared to the initial report, combined multiple street segments to minimize construction costs, and reevaluated the prioritization of streets. The prioritization of all streets were based on PCI, Ride Condition Index (RCI), and Roadway Classification (i.e. Collector, Residential). Additionally, the streets with anticipated full reconstruction needs were further prioritized based on vehicular

usage, utility conflicts, and other upcoming construction conflicts (private development projects). Upon completion of the analysis, 6S Engineering, Inc. developed a 10-year maintenance plan to assist with future budgeting and maintenance methods to be adopted by City Council. In August 2019, City Council authorized the issuance of \$10.5 million in Certificates of Obligation for street and drainage improvements based on identified full depth reconstruction repair projects. The initial list of reconstruction streets was presented and confirmed by City Council in October 2019.

Throughout the planning process, Westminster was analyzed and identified as a potential reconstruction street due to the existing conditions. It was later removed from the initial reconstruction list due to the deteriorated utility lines needing funding and repair prior to expensing street rehabilitation methods. The limits of the project is anticipated to be approximately 2,400 feet from Lang Drive to First Street to identify and resolve water, wastewater, and street deterioration on this heavily utilized street. The project will be funded by 2019 Bond funds for the street rehabilitation in addition to the Water/Sewer funding for the utility relocations. The estimated project schedule is approximately 4-5 months for design followed by 8-9 months for construction with an estimated completion of Spring 2022.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute the professional services agreement with 6S Engineering, Inc.



April 2, 2021, 2021

City of Kerrville
701 Main Street
Kerrville, Texas 78028

Attn: Mr. Kyle Burow, P.E., Director of Engineering

Regarding: 2021 Westminster Reconstruction
6S Project No. 2021-004-03

Dear Mr. Burow:

6S Engineering, Inc. is pleased to provide you this proposal to perform professional engineering services for the City of Kerrville ("City"). The project is defined as a full roadway reconstruction project. The street is only to be reconstructed with new curbs and gutters, sidewalks and driveways. Water and sewer will be replaced as necessary within the right-of-way.

PROJECT DESCRIPTION:

6S will provide an engineering design for Westminster from Lang Drive to 1st Street. The length of the roadway is approximately 2,400 FT. The approximate roadway width of asphalt from gutter line to gutter line is 40 FT.

SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

6S will provide design engineering services for the project described above. The scope of work to complete the design includes the following:

- A. Project Start-up- A 6S manager will meet with the City as a preliminary kickoff meeting and visit the site. This segment of the project includes initial budgeting and setup for the project.
- B. Project Geotechnical (Additional Service)- 6S will utilize Arias Geo-Professionals to provide two (2) geotechnical bore holes for the project site. Existing soil conditions for the project site will be documented as well as the development of a potential pavement section for the project. The sub-consultant scope is attached.
- C. Project Survey (Additional Service)- 6S will utilize Sur-Gis of Texas to provide basic survey services for the project. Benchmarks will be placed and documented with a signed control sheet in the plans. The sub-consultant scope is attached for survey detail.
- D. Utility Coordination- 6S will coordinate with the City to gather water and sewer as-built data or block maps for the immediate location. If sewer, water, or electrical lines are documented in the crossing location they will be shown on the plan view sheets.

E. Plan Development- 6S will develop a plan set that includes the following sheets:

- Cover Sheet (1 Sheet)
- General Construction notes and special notes (1 Sheet)
- Existing Roadway Section and Proposed Typical Section and project quantities (1 sheet)
- Plan & Profile Sheets (8-10 Sheets) – Plan sheets will be 11"x17" at 40 scale that is able to transfer to 22x34 as necessary by the engineer.
- Special Detail Sheets (1 Sheet) – It is anticipated that only one special detail sheet will be necessary.
- SW3P- Stormwater Pollution Prevention – (1 Sheet) EPIC narrative Sheet. BMP measures will be indicated on the plan sheets.
- Drainage design- Drainage design is localized and is anticipated to be sheet and shallow concentrated flow. Channel and storm drain design is not anticipated.
- Sewer and Water Design – It is anticipated that the sewer mains and manholes may be replaced in place at the same size. The water main and services are also anticipated to be replaced.

E. Front end bidding documents, general conditions and special project specifications will be provided for select items as deemed necessary by the Engineer.

F. Traffic Control Plans- 6S will provide one traffic control and project phasing sheet. TxDOT typical detail sheets will be used to support the traffic control plan sheets.

G. Opinions of Probable Construction Cost – Opinions of Probable construction cost will be estimated at 60% and Final Design. These will be based on experience and using regional bid unit prices and quantities from agencies such as TxDOT and other local government area bids.

QA/QC:

6S will provide a Quality Assurance/Quality Control review on the project prior to final plan reproduction.

60% and Final Design Submittal:

6S will provide one (1) 11"x17" hard copy plan set at 60% review along with a pdf file. At final design 6S will provide (2) hard copy sets and a pdf file for review. The 6S Project manager will attend a City review meeting at each phase of design and provide revisions to comments.

Final Plans & Contract Documents:

6S will Provide (1) one 11"x17" sealed plan set and one (1) PDF copy to the City along with the front end documents and specifications.

Public Meetings:

One Public Meeting is budgeted – This may be a meeting in advance or a meeting prior to construction.

Public Meeting Exhibits:

6S will provide exhibits for a meeting if requested by the City. The exhibits would be a maximum of (2) two 22x24 inch graphics mounted on boards or a general slide presentation.

Bid Phase Services (Additional Service)

6S will prepare the advertisement of the bid for the City.

Prepare and provide complete sets of the bid package, including plans, specifications, and instructions to bidders, general provisions, and bid proposal as documentation for the City to advertise for bids for construction. CIVCAST will be utilized for bidding.

Attend pre-bid conference and prepare necessary addenda to provide clarification and interpretation to bidders.

Complete a bid tabulation and analysis of bids and furnish a recommendation on the award of the construction contract.

Construction Administration Services (Additional Service)

Attend the Pre-Construction conference with the representatives of the interested City departments and the contractor. Prepare a summary record of the Pre-Construction conference as scheduled by the City.

Attend bi-weekly construction meetings (once every 2 weeks) to discuss job progress, revisions, plan clarification and coordination. Sub-consultants shall be included as attendees as necessary in these meetings. 6S will prepare summary record to be distributed to all attendees after review by the City.

6S will visit the site to observe as an experienced and qualified design professional the progress and quality of the executed work, and to determine in general if the work is proceeding in accordance with the plans and specifications. During such visits and on the basis of on-site observations, 6S shall consult and advise the City during construction, and submit monthly reports to the City relating to such visits. 6S shall not be required to make exhaustive or continuous on-site inspections to check the quality and quantity of the work; 6S shall not be responsible to the means, methods, techniques, sequences or procedures of construction selected by the contractor or the safety precautions and programs incident to the work of the contractor. 6S's efforts will be directed towards providing 6S's best judgment to the City that the completed project will conform to the plans and specifications. 6S shall not be responsible for the failure of the contractor to perform the construction work in accordance with plans and specifications and the contractor's contract; however, 6S shall report to the City any deficiencies in the

work actually observed by 6S. During such visits and on the basis of on-going observations, 6S shall consult and advise the City during construction.

After contractor's approval, 6S shall review and take appropriate action (approve with modifications, reject, etc.) upon the contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the project and compliance with the information given in the contract documents. Such action shall be taken with reasonable promptness so as to minimize delay. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto. The approval of a specific item shall not indicate approval of an assembly of which the item is a component.

Review monthly estimates and recommend approval or other appropriate action on estimates submitted by the contractor.

Develop, at the request of the City, any changes, alterations or modifications to the project that appear to be advisable and feasible and in the best interest of the City. Routine changes made during construction (change orders/field alterations) that are within the original scope of the project will be made at no additional cost to the City. Such alterations shall appear on or be attached to the City's form "Field Alteration Request". At the direction of the City, 6S shall obtain the contractor's price of the proposed alteration prior to submitting it to the City for its approval.

Perform in company with the City representative(s) a "conditional approval" and a "Final" inspection of the project to observe any apparent defects in the completed construction with regard to conformance with design concept and intent of the contract documents. Assist the City in consultation and discussions with contractor(s) concerning such deficiencies, and make recommendations as a replacement or correction of the defective work.

After completion of the work, and before final payment to the contractor, the City shall receive from the contractor two (2) sets of "Record Drawings". 6S, after receiving the information, shall transfer the information to AutoCAD files (CD's) compatible to Microstation showing all items of work actually installed in the project (hereinafter called "Plan of Record") for the City's permanent file. 6S shall not be held liable for the information supplied by the contractor and/or City representative.

The City will require the contractor to submit to 6S who shall review and deliver to the City, manufacturer's warranties or bonds on materials and equipment incorporated in the project for which such warranties or bonds were required by the specifications.

Prepare the "Final Field Alteration" recapitulations (over and under) of the project in conjunction with the final request for payment.

Term of Construction Phase Service (estimated not to exceed 6 months). Additional Services will be necessary after this period.

Exclusions:

- Traffic Impact Analysis
- Drainage area maps and calculations
- Profile design
- Profile views and vertical design for the roadway section.
- Sewer and Water Modeling
- Utility Design
- ADA Review

OWNER'S RESPONSIBILITIES:

City shall coordinate with Engineer and provide engineer with As-Built documentation for existing sanitary sewer, water mains, and other City services in the project area.

PERIOD OF DESIGN SERVICE:

2.5 months from authorization

PAYMENTS TO ENGINEER:

6S Engineering Group proposes the following lump sum fees for the above referenced services:

BASIC SERVICES

Project Start-up	\$775.00
Utility Coordination:	\$1,250.00
Plan Development:	\$46,925.00
Front End Documents & Specifications:	\$5,300.00
Traffic Control Phasing Plans:	\$4,750.00
Opinions of Construction Cost:	\$2,200.00
QA/QC:	\$2,350.00
60% and Final Plan Submittal:	\$2,200.00
Base Service Fee (Lump Sum):	\$65,750.00

ADDITIONAL SERVICES

Geotechnical Engineering (Arias):	\$7,800.00
Survey Services (SUR-Gis)	\$11,640.00
Public Meeting Attendance (1 Meetings @ \$800/EA)	\$600.00
Public Meeting Exhibits	\$750.00
Bid Phase	\$2,800.00
Construction Administration	\$17,600.00
Mileage and Expenses	\$1,800.00
Total Additional Service Fee (NTE):	\$42,990.00

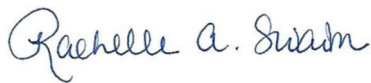
Total Project Cost (Lump Sum): \$108,740.00

Invoicing will occur monthly on a percent complete basis. The attached Terms & Conditions (Attachment "A") are a part of this agreement.

If this proposal is acceptable to you, please indicate by signing in the space provided below and return the original to this office. If you have any questions, please call our office. We appreciate the opportunity to submit this proposal and look forward to being of service.

Signature of this professional services agreement is understood to constitute authorization to proceed as of the date signed by the client.

Sincerely,



Rachelle A. Swaim
President



Joe Cantu, P.E.
Vice President

ACCEPTED:

Signature: _____

Name: _____

Title: _____

Date: _____

6S Engineering, Inc.
Attachment "A" – Terms and Conditions

1. AUTHORIZATION TO PROCEED

Signing this Agreement shall be construed as express authorization by CLIENT for 6S to proceed with the work, unless otherwise provided for in the Agreement.

2. USE OF DOCUMENTS

All documents produced by 6S under this Agreement shall be considered "Instruments of Service" for which 6S retains the copyright. Notwithstanding the foregoing, 6S grants to CLIENT a nonexclusive license to reproduce such Instruments of Service for the completion of the Project, provided that CLIENT complies with all obligations, including prompt payment of all sums when due, under this Agreement. ~~Should CLIENT use any documents in circumstances in which 6S is no longer involved in the Project, the CLIENT shall defend and indemnify 6S on account of any such use and any claims made arising out of any modifications or changes to any such documents.~~

Unless specifically provided for in the Agreement, files in electronic media will not be transmitted. Files in electronic media format of text, data, graphics, or other types, if any, will be furnished by 6S only for convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3. STANDARD OF CARE

6S shall use the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Where construction phase services are included, it is understood that the proposed services specifically exclude any review of the Contractor's means and methods of construction and safety procedures. The means, methods and safety procedures will remain the sole responsibility of the Contractor and 6S shall have no liability or obligation with respect thereto.

4. COST ESTIMATES

Any cost estimates provided by 6S will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, 6S cannot and does not warrant that 6S or ultimate construction costs will not vary from these cost estimates.

5. PAYMENT TO 6S

Monthly invoices will be issued by 6S for all work performed under the terms of this Agreement. Invoices are due and payable in full on receipt. Interest at the rate of 1.5% per month will be charged on all past-due amounts (45 days after invoice date), unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. No retainage will be withheld from payment.

6. DIRECT EXPENSES

Certain expenses incurred by 6S in performing this assignment will be billed to the CLIENT at direct cost. These include regulatory fees, reproduction costs, travel expenses when traveling outside 6S's local office and adjacent counties, including meals, lodging, use of automobile at the current IRS approved rate and airline fares. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by 6S.

7. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for 6S's administrative costs, as provided for in this Agreement.

8. ADDITIONAL SERVICES

Services in addition to those specified in Scope will be provided by 6S if authorized by CLIENT. Additional services will be paid by CLIENT as provided for in this Agreement.

9. SALES TAX

In accordance with the State Sales Tax Codes, certain professional and surveying services are taxable. Applicable sales tax is not included in the proposed fee. Sales tax at the applicable rate will be indicated on invoice statements and shall become part of the amount due and payable pursuant to the Agreement.

10. SUSPENSION/TERMINATION

When invoices are delinquent for more than forty-five (45) days, CLIENT will be considered in breach of this Agreement and all services may be suspended. 6S shall not be responsible for delays in the Project caused by such suspension. Either CLIENT or 6S may terminate this Agreement by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay 6S in full for all work previously authorized and performed prior to effective date of termination or receipt of such notice, whichever is later. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

11. LIMITATION OF LIABILITY

6S's liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fees earned under this Agreement.

~~To the fullest extent permitted by law, neither Company, nor the Consultant, nor their sub-consultants, if any, nor their respective affiliates shall be liable for any special, indirect, consequential, incidental, punitive or exemplary damages (extraordinary damages), whether or not foreseeable, arising out of or in connection with this Agreement, regardless of whether liability is based on breach of contract, breach of warranty, tort (including negligence and strict liability) or any other basis of liability.~~

12. MEDIATION

~~All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach thereof may be decided by mediation. Either CLIENT or 6S may initiate a request for such mediation, but consent of the other party to such procedure shall be mandatory. No mediation arising out of, or relating to this Agreement may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Agreement.~~

13. LITIGATION

This Agreement shall be construed under and in accordance with the internal law, and not the law of conflicts, of the State of Texas. In the event legal action is brought by CLIENT or 6S against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, revised July 1999, CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263.

15. SEVERABILITY

~~In case any one or more of the provisions contained in this Agreement shall be held illegal or invalid, the enforceability of the remaining provisions contained herein shall not be impaired thereby and the provision which is determined to be illegal or invalid shall be replaced by a legal and valid provision which reflects the expressed intent of the parties to the maximum extent allowed by applicable law.~~



142 Chula Vista, San Antonio, Texas 78232 • Phone: (210) 308-5884 • Fax: (210) 308-5886

March 22, 2021
Arias Job No. 2021-296

VIA Email: jswaim@6s-engineering.com

Mr. Jess W. Swaim, P.E.
Vice-President
6S Engineering, Inc.
8405 Coughran Road
Pleasanton, Texas 78064

RE: Proposal for Geotechnical Engineering Services
Westminster Street Reconstruction Project
Lang Drive to 1st Street
Kerrville, Texas

Dear Mr. Swaim:

Thank you for the opportunity to submit this proposal for geotechnical engineering services for the proposed project. We understand that we have been pre-selected for this project based on our qualifications.

Project Information

We understand that the proposed project will consist of the reconstruction of Westminster Street from Lang Drive to 1st Street in Kerrville Texas. Based on information provided by the Client, the length of the proposed reconstruction is approximately 2,400 Linear Feet (LF). We understand that the Client desires flexible pavement systems for the project, and that pavement designs will be in accordance with the City of Kerrville Standard Specifications for Subdivision Construction, dated January 2005. At the time of this proposal, we have not been provided with the Street Classification. We will require that information going forward in order to provide pavement design recommendations once the drilling, sampling and laboratory testing are completed.

Should any of this information be incorrect, or should it subsequently change, we should be contacted immediately to review and revise our proposal as required.

Proposed Borings

As requested by the Client, proposed soil borings and depths for the pavements for this project are proposed in the following table:

Item	No. of Borings	Boring Depth (ft)	Drilling Footage
Westminster Street (Between Lang Drive & 1 st Street)	2	10	20
		Total:	20

Proposed Scope of Services

Arias Geoprofessionals (Arias) proposes the following geotechnical services for the project:

1. Arias will prepare a boring location plan on a recent aerial photograph. A pre-drilling field reconnaissance operation will be conducted to determine existing site conditions at each boring location and to initiate the subsurface utility clearance activities by contacting the Texas 811 Call Service in order to mark public utilities. We have assumed that 6S Engineering (6S) will assist with

the coordination and planning to avoid potential underground drainage structure(s) or other utilities that may be located in the area. Furthermore, available underground utility maps and as-built drawings should be provided to us prior to field exploration. During the pre-drilling reconnaissance operation, information will be collected, as needed, to determine access to the boring locations and to determine the necessary traffic control measures for the field drilling activities. This proposal has been prepared on the basis that road-cut permits will NOT be required from the City of Kerrville for the borings anticipated to be drilled within the existing right-of-way.

2. Traffic control measures will be implemented during coring, drilling, and sampling activities. This proposal has been prepared on the basis that a police officer will not be required and that drilling activities will take place during normal daytime hours, Monday through Friday.
3. As requested by the Client, two (2) borings will be drilled to a maximum depth of ten (10) feet each to aid in the pavement design. In the field, the pavement borings will first be cored through the existing pavement to estimate the existing pavement structure. Following the pavement core, a soil boring will be initiated through coring site utilizing a truck mounted drilling rig. For each boring site, soil interpreted to be clay in the field will be sampled by either pushing a thin-walled tube (ASTM D 1587) or with a split barrel sampler while performing the Standard Penetration Test (ASTM D 1586). Soil interpreted to be sand or gravel in the field will be sampled with a split barrel sampler while performing the Standard Penetration Test (ASTM D 1586). Samples in bedrock where SPT samples cannot be obtained will be taken from the auger cuttings. Rock coring will not be provided as part of this work scope. Recovered soils/rock will be visually classified in the field.
4. If groundwater is encountered, the groundwater levels within the open borehole(s) will be recorded at the time of drilling and immediately following drilling. Borings performed through the existing pavement will be backfilled with dry cement with the surface of the borings patched using cold-mix asphalt.
5. If needed, Arias will coordinate with 6S to have 6S survey the as-drilled boring locations. Arias would then include the surveyed coordinates and surface elevations on the final boring logs in the geotechnical report.
6. Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content, and sulfate testing. A CBR test will be performed on a collected bulk sample of the subgrade soils. Lime or Cement series testing will be performed to determine the recommended amount to treat the subgrade soils, if applicable. The actual laboratory program will depend upon the type of soils encountered.
7. We will issue an electronic copy of our formal geotechnical engineering report prepared by a licensed professional engineer in Texas that will include:
 - *Description of the field exploration program;*
 - *Description of the laboratory testing program;*
 - *Soil boring plan that depicts borehole locations on a base map provided by Client;*
 - *Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487).*
 - *Description of site geology based on location of the site on the Geologic Atlas of Texas;*
 - *Existing pavement section based on pavement core data;*
 - *Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations;*
 - *Depth where groundwater was encountered during drilling and its potential impact on construction; and,*
 - *Pavement section design options for flexible pavement using the City of Kerrville Standard Specifications for Subdivision Construction, dated January 2005. We will require Street Classification information going forward in order to provide pavement design recommendations once the drilling, sampling and laboratory testing are completed.*

Proposed Fee

We propose that the fee for the performance of the scope of work for this project as outlined previously herein be **\$7,800.00**. Arias' services will be performed as outlined in the General Conditions included with this proposal. We will submit monthly progress billing during the course of our study; invoicing will be based on the percentage of project completion to bill for project tasks as they are completed (i.e., site mobilization of geotechnical field-testing equipment and personnel, completion of field work and laboratory testing, engineering analysis, report preparation, etc.).

We have prepared our scope and fee with the understanding that no clearing will be required, no concrete coring will be required, road-cut permits will not be required, the traffic control outlined herein is acceptable, and that no special permission will be needed for access. We have assumed that you will provide free access to the site. Meetings after report submission and supplemental letters are not included in our proposed project fees. If required, these items will be billed according to the current Arias Geoprosessionals' Unit Rate Schedule for Geotechnical Services.

Our proposed scope of work has been prepared with the understanding that Arias will not provide an environmental assessment or environmental work of any kind. If suspected contaminated soils are encountered during the field work, our soil borings will stop, and our Client will be notified immediately. In addition, foundation and slope stability or any other structural recommendations are not a part of our scope of services for this project.

Schedule

Upon receiving written authorization, Arias will conduct a field reconnaissance of the site, mark the boring locations, and coordinate the utility locate services. Based on our experience, we anticipate that about two (2) weeks will be required to mark the borings and clear utilities. The field exploration can typically begin within approximately one (1) week of utility clearances and will take approximately one (1) day to complete. Laboratory testing will require about two (2) weeks to complete. Our final written report will be delivered to you within approximately four (5) to five (6) weeks after completing the drilling and sampling.

Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining drilling permits, obtaining Right of Entries and other factors outside of our control. In this event, we will communicate the nature of the delay with you and provide a revised schedule at the earliest possible date.

Proposal Acceptance

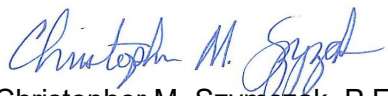
Please let us know if this proposal meets your expectations. If acceptable, the authorization table at the end of this proposal should be completed as applicable. We will begin work upon receipt of a signed copy of the proposal by an authorized representative. Please return the entire signed proposal to us by fax, mail, or email to cszymczak@ariasinc.com and kcrawford@ariasinc.com. If the billing address is different, include that information as well.

Should you have any questions, please do not hesitate to contact us. We appreciate the opportunity provided and look forward to being an integral part of the Project Team.

Sincerely,

ARIAS GEOPROFESSIONALS, INC.

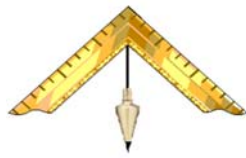
TBPE Registration No: F-32



Christopher M. Szymczak, P.E.
Senior Geotechnical Engineer



Kacy M. Crawford, P.E., G.I.T.
Geotechnical Engineer



SurGIS of Texas Corporation

Jess Swaim, P. E.
6S Engineering Group
PO Box 689
Pleasanton, Texas 78064

March 23, 2021

SCOPE OF SURVEYING SERVICES – Topographic Survey Kerrville Streets

Survey Services – Provide Topographic Surveying Services on Westminster Street from Lang Drive to 1st Street Kerrville Texas. The services will include four Control points, Base map, cross sections every 100 feet drives, sidewalks, street intersections, utilities with inverts, one call services for utilities, location of underground utilities and all other improvements within the Right of Way.

Westminster Street - From Lang Dr. to 1 st St.	2,400 LF	\$11,640.00
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Deliverables will be a AutoCadd file. It will take approximately five working days to start work and the completions will be determined by request of street notice to proceed. If you have any questions, please feel free to call me. If this proposal is acceptable to you, please sign and date below and return at your earliest convenience. Should you have any questions, please feel free to call me at 210-367-5843. Limits of liability cannot exceed the price of this proposal.

Thank you

Philip V. Hampton, RPLS

Date

Accepted by:

Jess Swaim

Date

SurGIS of Texas Corporation Reg #10193840
9818 Diamond Cliff Dr
Helotes, Texas 78023
www.surgis-texas.com
Firm # 10193840



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

SUBJECT: Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Hwy 16 Pedestrian & Traffic Improvements Detailed Application Submittal project in the amount of \$35,435.00.

AGENDA DATE OF: April 27, 2021 **DATE SUBMITTED:** Apr 16, 2021

SUBMITTED BY: Kyle Burow

EXHIBITS: [20210427_Contract_Kimley-Horn_Hwy16Ped-TrafficImprovements_TA Application_Ph-2.pdf](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$35,435.00	\$35,435.00	\$35,435.00	70-7000-3125, Project #71-21004

PAYMENT TO BE MADE TO: Kimley-Horn and Associates, Inc.

Kerrville 2050 Item?	Yes
Key Priority Area	D - Downtown Revitalization
Guiding Principle	D5. Promote a walkable, useable, uniform and pedestrian-oriented public space linking Downtown to the surrounding neighborhoods through streetscape elements, access, connections and crossings
Action Item	D5.7 - Improve the Sidney Baker bridge to make the crossing more pedestrian-friendly

SUMMARY STATEMENT:

On January 15, 2021, the Texas Department of Transportation (TxDOT) opened its 2021 Transportation Alternatives (TA) Call for Projects for local governments and other project sponsors throughout the state. The 2021 Call for Projects provides funding for a variety of alternative transportation projects, including bicycle infrastructure improvements, shared use paths, sidewalk improvements, and infrastructure-related projects to improve safety for non-motorized transportation and features a two-step application process. The first step includes a preliminary application with high-level project information to determine eligibility and potential project issues followed by the second step consisting of a detailed application with more comprehensive project information.

The City hired Kimley-Horn and Associates, Inc. to analyze pedestrian and traffic improvements along State Highway 16 (Sidney Baker) and Loop 98 (Thompson Drive) to prepare and submit the preliminary application. The initial scope of the project included a structural analysis of the Sidney Baker bridge spanning the Guadalupe River required by TxDOT and providing multiple conceptual options based on the analysis. Staff and the consultant coordinated with TxDOT staff to review the structural analysis and submitted the preliminary application for funding. The initial project funding was \$10.5 million to be distributed across the State of Texas. A total of 190 preliminary applications from 127 unique entities, totaling more than \$230 million in funding requests were received. As a result of the submitted responses for the 2021 Call for Projects, TxDOT anticipates identifying up to \$45 million worth of federal funds to be allocated for these projects.

The City of Kerrville's project was approved by TxDOT to move forward with the detailed application and includes proposed improvements to fill sidewalk gaps, correct existing deficiencies identified in TxDOT's TCAP Toolbox, and install curb ramps along SH 16 (from Lehmann Dr to Water St), SL 98 (from FM 394 to SH 16), Wesley Dr, Cully Dr, and Hill Country Dr. This project would also include traffic signal improvements to accommodate pedestrians. The proposed project is estimate to cost \$3.6 million with improvements intended to improve the safety and mobility of pedestrians within the area and enhance connectivity between key destinations such as the US Post Office, Peterson Regional Medical Center, HEB, Louise Hays Park, and River Hills Mall to Downtown.

Additionally, the City submitted two additional preliminary applications that were also approved to proceed to the detailed application phase. These projects were previously submitted as part of the 2019 Safe Routes to School Call for Projects and identified as the Tally Elementary School application and the Tom Daniels Elementary School application. The Tally ES scope included construction of sidewalks to fill in the gaps along both sides of Goat Creek Rd (FM 1338) from Smith Rd to Stephanie Rd as well as ADA compliant wheelchair ramps and connections to existing crosswalks with an estimated cost of \$528,000. The Tom Daniels ES application included construction of a 6-ft wide sidewalk to fill in the gaps along both sides of Olympic Dr from the end of the existing road north of San Jacinto Dr to existing sidewalk at Tom Daniels Elementary School in addition to both sides of Singing Wind Drive from Deer Trail to Bridle Path; and constructing a 10-ft shared use path along the west side of Loop 534 (Veterans Hwy) from Legion Dr. to the future Olympic Drive extension near Tivy High School in Kerrville, TX. Pavement markings and 5-foot wide bicycle lanes with signage were to be included along Singing Wind. Crosswalks on Singing Wind will be relocated from mid-block to Bow & Singing Wind and at Olympic. The Tom Daniels ES project cost was estimated at approximately \$2.2 million. Each project will be revisited as part of the 2021 Call for Projects to be updated for pricing and construction project completion to date such as the opening of the Olympic Drive extension.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute the professional services agreement with Kimley-Horn and Associates, Inc.



April 14, 2021

E.A. Hoppe
Deputy City Manager
City of Kerrville, TX
701 Main
Kerrville, TX 78028

**RE: *TxDOT 2021 TA Call for Projects
Hwy 16 Pedestrian & Traffic Improvements Detailed Application Submittal
Scope and Fee Proposal***

Dear Mr. Hoppe:

Kimley-Horn is pleased to submit this scope and fee proposal to provide professional services and application support for pedestrian and traffic improvements along Hwy 16, Loop 98 and multiple City streets. Kimley-Horn will provide the scope of services listed below to develop the Detailed Application for the TxDOT 2021 Transportation Alternatives (TA) Call for Projects.

PROJECT UNDERSTANDING

The City desires to submit a detailed application for pedestrian and traffic improvements along Hwy 16, Loop 98 and multiple City streets for the 2021 TA Call for Projects reimbursement program. The City has previously submitted a preliminary application for the proposed improvements as part of Phase 1 of this project and was authorized by TxDOT to proceed with the detailed application component. Completed detailed applications are due to TxDOT on June 14, 2021. There is limited funding available for this program and TxDOT does not guarantee project(s) will be selected or approved for funding.

SCOPE OF SERVICES

Based on the strategy we have developed for this project, multiple coordination calls with TxDOT, the preliminary application review meeting conducted by TxDOT, and detailed application instructions released by TxDOT, Kimley-Horn proposes the following scope of services to support the City in developing a detailed application for this project:

Task 1: General Services

Task 1: General Services to include the following items:

- 1.1. Project management
- 1.2. Internal kick-off meeting
- 1.3. Site visit to obtain additional photos for detailed application attachments

Task 2: Detailed Application Preparation and Submittal

Task 2: Detailed Application Preparation and Submittal to include the following items:

- 2.1 Coordinate needed materials with City staff
- 2.2 Application preparation and coordination
- 2.3 Attachment A – Project Location (2 pages max)
- 2.4 Attachment B – Project Details (15 pages max)
- 2.5 Attachment C – Safety Hazards and Countermeasures (Map 1 – Safety)

- 2.6 Attachment D – Connectivity (Map 2 – Connectivity)
- 2.7 Attachment F – Project Sponsor Resolution
 - 2.7.1. To be provided by City with Kimley-Horn's input. Kimley-Horn to incorporate material into detailed application package
- 2.8 Attachment G – Public Outreach and Support (10 pages max)
 - 2.8.1. To be provided by City with Kimley-Horn's input. Kimley-Horn to incorporate material into detailed application package
 - 2.8.2. Kimley-Horn can prepare sample business/community support letter for City to utilize
 - 2.8.3. Kimley-Horn will recommend which businesses to obtain support letters from
- 2.9 Attachment H – Maintenance Documentation
 - 2.9.1. To be provided by City with Kimley-Horn's input. Kimley-Horn to incorporate material into detailed application package
- 2.10 Attachment I – Local Planning
- 2.11 Attachment K – Environmental Documentation (10 pages max)
 - 2.11.1. An environmental document is required for all federally funded transportation projects. Some site characteristics may require additional environmental evaluation. Kimley-Horn will complete a limited amount of environmental coordination to include the following:
 - 2.11.1.1. Coordinate with City to see if there are any known environmental issues requiring coordination, permitting, or mitigation
 - 2.11.1.2. Review Texas Historic Sites Atlas webpage to see if there are any known historic sites
 - 2.11.1.3. Coordinate with City to determine if there are any known environmental or historic preservation issues
 - 2.11.2. Provide written description of potential coordination, mitigation, and/or permitting actions foreseen for the proposed project (10 pages max)
- 2.12 Attachment L – Property Ownership/Acquisition
 - 2.12.1. It is anticipated that all work will remain within existing City or state-owned ROW, and property acquisition will not be required
 - 2.12.2. Kimley-Horn will coordinate with City staff to determine if there are any known encroachments and if project property was acquired after 1971 in accordance with the Uniform Act
- 2.13 Attachment O – Project timeline and schedule, per month at a minimum
- 2.14 Attachment P – Preliminary Engineering (PS&E and Environmental) Costs
- 2.15 Detailed opinion of probable construction cost including inflation
- 2.16 Internal QC
- 2.17 Submit draft detailed application to City
- 2.18 Address City comments and submit final, upload to TxDOT TA program

ASSUMPTIONS

The following items list our assumptions for development of the above scope and fee:

- Limited environmental review to answer questions within section 21 of the detailed application, and provide a letter with written descriptions of potential coordination, mitigation, and/or permitting actions that are foreseen for the proposed project
- City will provide support for attachments in detailed application as noted in Task 2
- One (1) round of comments for the detailed application package

EXCLUSIONS

The following services are excluded from the basic scope of this project, but can be completed by Kimley-Horn upon execution of an additional service proposal should the City request it:

- A. The following attachments listed in the 2021 Call for Project Information do not impact the proposed project, therefore effort to complete these is not included:
 1. E – Long Distance Bicycle Routes
 2. J – MPO TIP Letter
 3. M – Signals, Beacons, and School Zones
 4. N – Railroad support, Right of Entry Letter
- B. Survey
- C. Utility conflict analysis and coordination
- D. Geotechnical services or evaluation
- E. Additional structural evaluation
- F. Development of schematic layouts or final design services
- G. Environmental study to obtain clearance
- H. Any other task not specifically listed in the basic scope of services

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City or City's representatives. The City shall provide the following information to support Kimley-Horn in this project:

- Information associated with Attachments F, G, H, K, L as specified in Task 2 above

SCHEDULE

Upon approval of scope and fee by the City, the proposed schedule for this project will be from Notice to Proceed until the final submittal of the detailed project application, which is set by TxDOT for June 14, 2021.

FEE AND BILLING

Kimley-Horn will perform the above outlined basic scope of services for a lump sum fee not to exceed **\$35,435**, in accordance with the fee summary identified in the table below.

Task	Description of Service	Amount	Basis of Compensation
1	General Services	\$ 3,330.00	Lump Sum
2	Detailed Application Submittal	\$ 32,105.00	Lump Sum
	Total Base Compensation	\$ 35,435.00	Lump Sum

Invoices will be submitted to the City on a monthly basis in accordance with the executed Professional Services Agreement and will include a bullet point list of items completed for the referenced month.

We appreciate the opportunity to be of service to the City and look forward to finalizing the detailed application for this project. Please don't hesitate to contact me at stephen.aniol@kimley-horn.com or (210) 321-3404 should you have any questions on the proposed scope and fee.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.
TBPE# 928



By: Stephen J. Aniol, PE
Project Manager

Cc: Kyle Burow, PE, CFM

Attachments

1 – Project Work Plan

City of Kerrville

Fee/Price Proposal Breakdown for Professional Services

Project Name:	TxDOT 2021 TA Call for Projects - Hwy 16 Pedestrian & Traffic Improvements Detailed Application
Name of Firm/Subconsultant:	Kimley-Horn and Associates, Inc.
Date Proposal Submitted:	4/14/2021
City Project Manager:	Kyle Burow, PE
KHA Project Manager:	Stephen Aniol, PE

[illegible]



**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: April 27, 2021

DATE SUBMITTED: Apr 06, 2021

SUBMITTED BY: Eric Maloney

EXHIBITS: [20200922_Resolution_16-2020 Extending Mayor's Disaster Declaration Covid-19 7-28-20.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

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 (4th 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 16th 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**

SUBJECT: Financial update for the month ended March 31, 2021.

AGENDA DATE OF: April 27, 2021

DATE SUBMITTED: Apr 16, 2021

SUBMITTED BY: Amy Dozier

EXHIBITS: [20210427_Presentation_March 2021 financial presentation.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

See the attached presentation regarding financial results through March 31, 2021.

RECOMMENDED ACTION:

No action required; information only.



Financial update for the month ended March 31, 2021

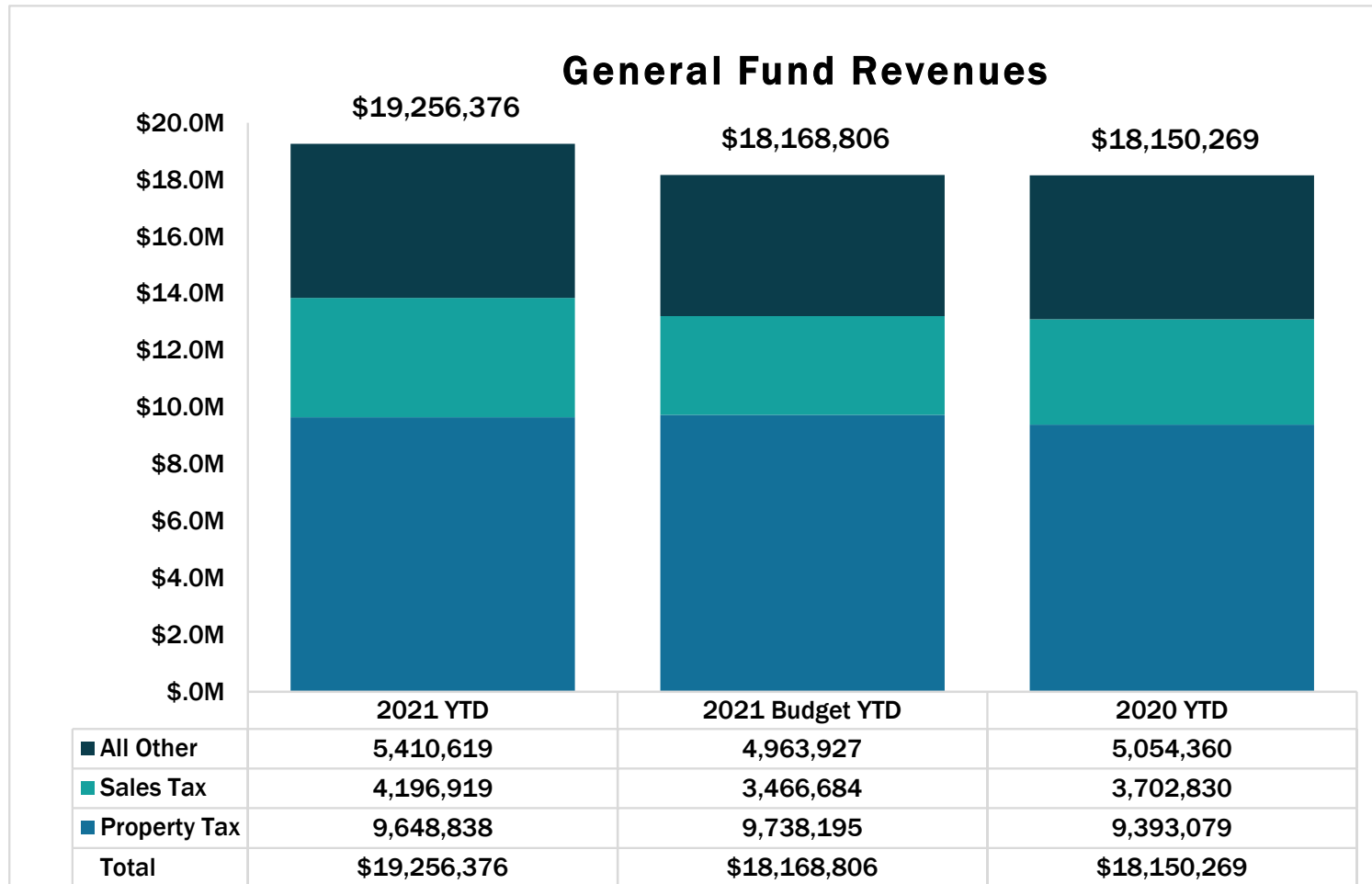
**City Council Meeting
April 27, 2021**



General Fund Summary

Fund	Total FY2021 Budget	Year to Date FY2021 Budget	Year to Date FY2021 Actual	Better / (Worse) than Budget	Year to Date FY2020 Actual	Change from FY2020
General Fund						
Revenues						
Property Tax	\$10,234,372	\$ 9,738,195	\$ 9,648,838	\$ (89,357)	\$ 9,393,079	\$ 255,758
Sales Tax	7,022,613	3,466,684	4,196,919	730,235	3,702,830	494,089
Other Revenue	10,807,266	4,963,927	5,410,619	446,693	5,054,360	356,259
Total Revenue	28,064,251	18,168,806	19,256,376	1,087,571	18,150,269	1,106,107
Expenditures	28,429,251	13,202,071	13,335,334	(133,263)	12,699,692	635,643
Net	\$ (365,000)	\$ 4,966,734	\$ 5,921,042	\$ 954,308	\$ 5,450,577	\$ 470,464

General Fund Revenues





General Fund Revenues

Property Tax

- **Mooney payment received in April, but not reflected in March numbers**
- **Several large commercial payments outstanding or in litigation**

Sales Tax

- **Continued strong performance led by regional retail (especially home improvement), online sales and manufacturing**
- **March 2021 is 19% higher than March 2020**
- **April 2021 payment is flat compared to prior year due to winter storm**



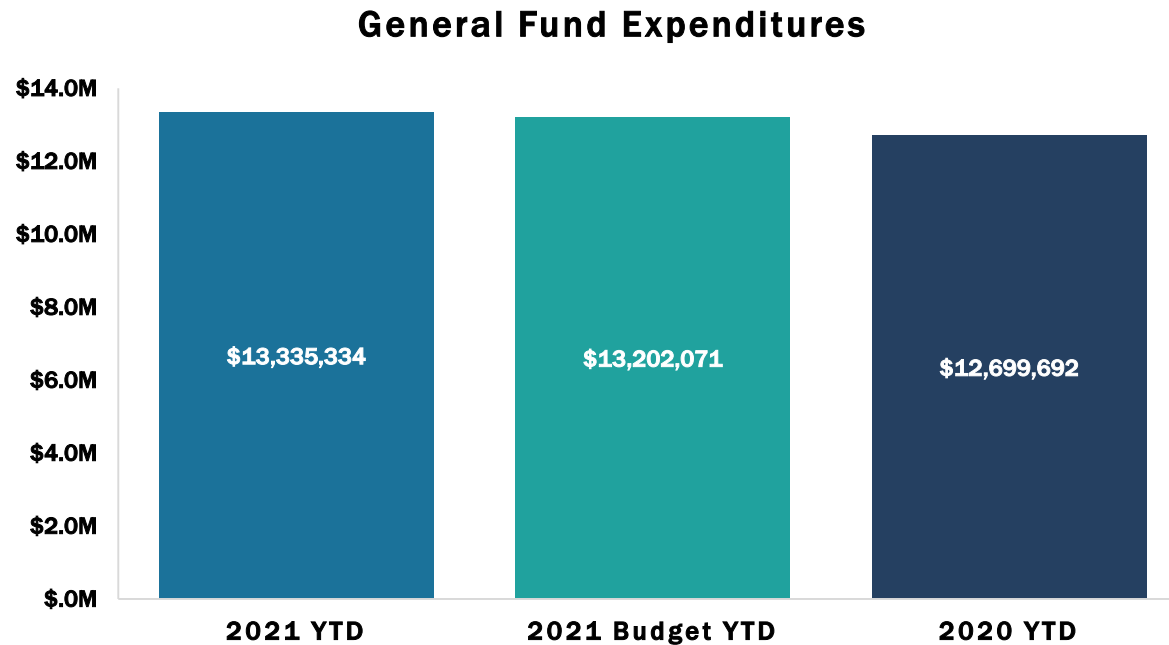
General Fund Revenues

Other Revenue

- **Transfer in from the Grant Fund:**
 - \$174,932 – CARES Act funding for lost EMS revenue in FY2020 from Health and Human Services
 - \$194,288 – CARES Act funding through an Office of the Governor grant to reimburse for COVID expenses such as:
 - AeroClave decontamination systems for ambulances
 - Ozone sterilizer for Police vehicles
 - Temperature detection system for Police
 - Technology upgrades for remote public meetings
 - Personal protective equipment
 - Janitorial supplies
 - Barriers and signs



General Fund Expenditures

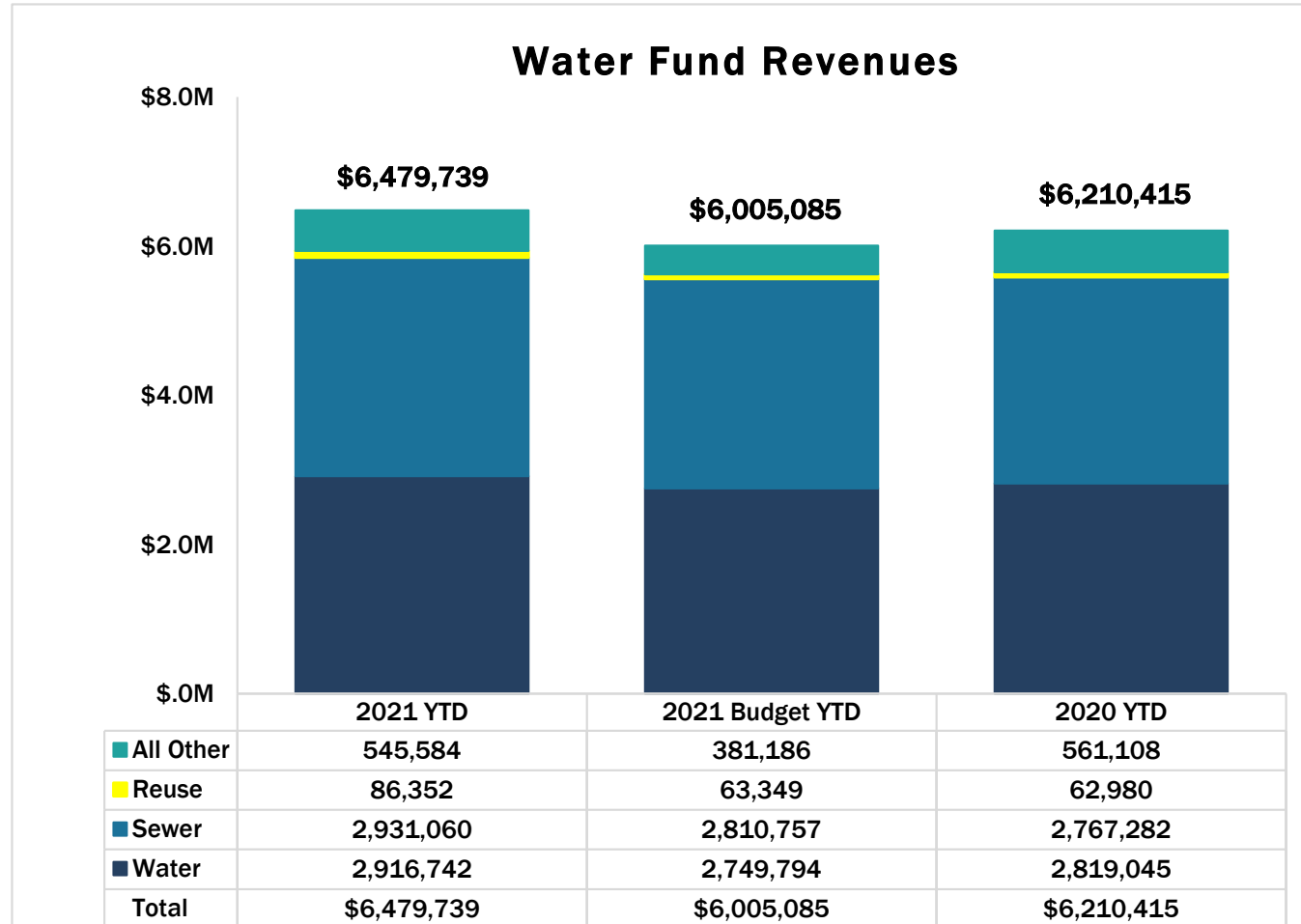


- Actual expense is slightly higher than budget due to payroll costs associated with the winter storm

Water Fund Summary

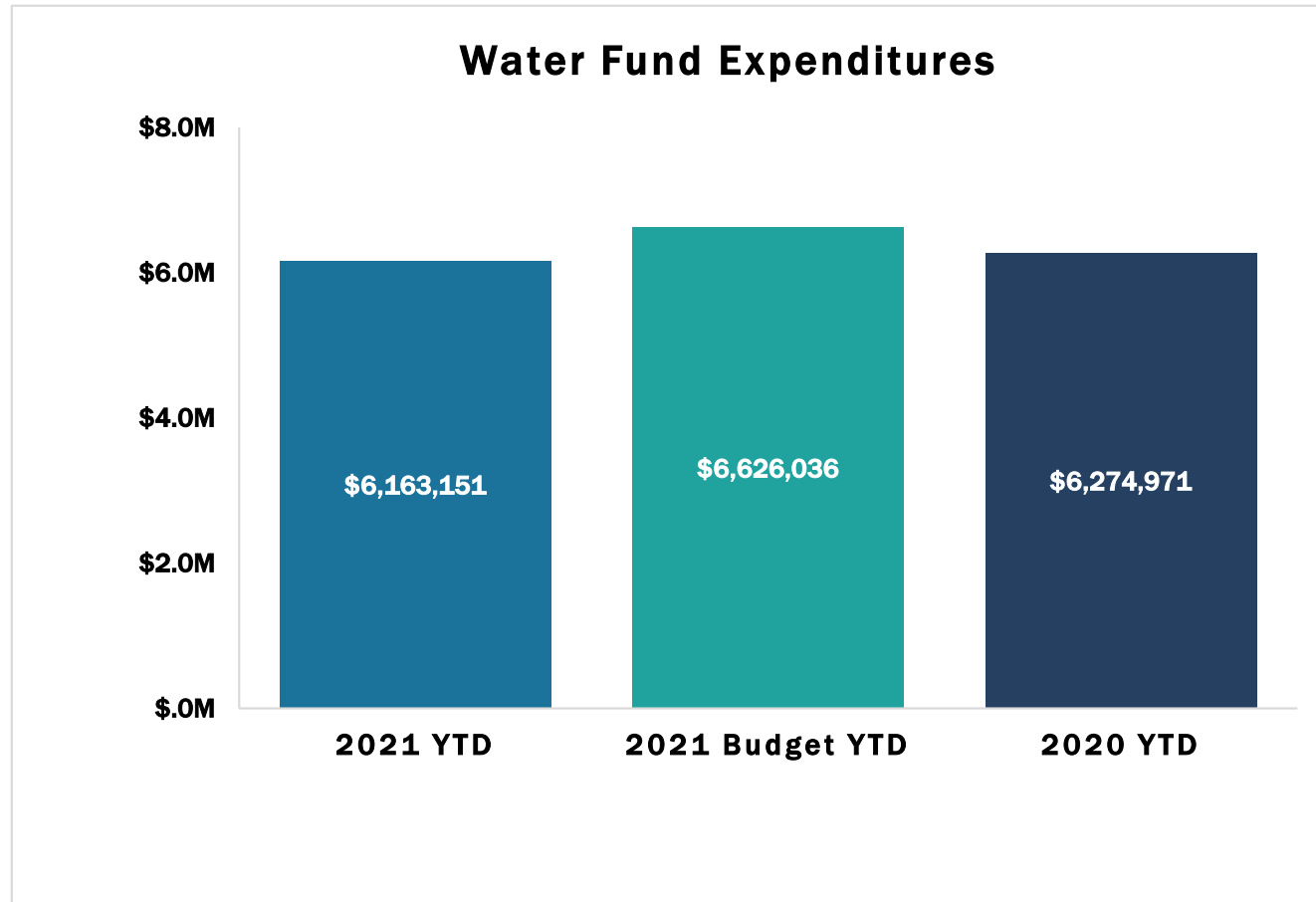
Fund	Total FY2021 Budget	Year to Date FY2021 Budget	Year to Date FY2021 Actual	Better / (Worse) than Budget	Year to Date FY2020 Actual	Change from FY2020
Water Fund						
Revenues						
Water Sales	\$ 6,315,482	\$ 2,749,794	\$ 2,916,742	\$ 166,948	\$ 2,819,045	\$ 97,697
Sewer Sales	5,758,854	2,810,757	2,931,060	120,304	2,767,282	163,778
Reuse Sales	145,495	63,349	86,352	23,003	62,980	23,372
Other Revenue	842,838	381,186	545,584	164,398	561,108	(15,524)
Total Revenue	13,062,669	6,005,085	6,479,739	474,653	6,210,415	269,324
Expenditures	13,116,669	6,626,036	6,163,151	462,885	6,274,971	(111,820)
Net	\$ (54,000)	\$ (620,950)	\$ 316,588	\$ 937,538	\$ (64,556)	\$ 381,144

Water Fund Revenues



- YTD water and sewer revenues are still better than budget even with winter storm adjustments
- New sewer averaging began with April bill
- Sewer average based on 2 months instead of 3 months due to winter storm

Water Fund Expenditures

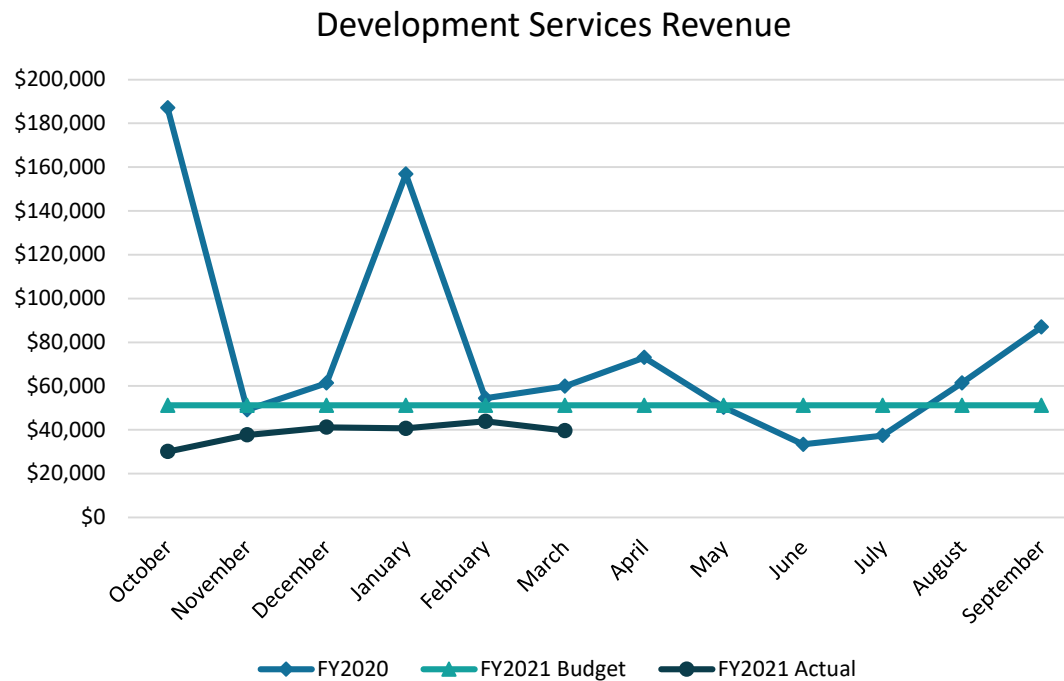


- **Lower Debt Service and General Fund transfers in FY2021**
- **Supplies and maintenance expense continue less than budget**

Other Funds Summary

Fund	Total FY2021 Budget	Year to Date FY2021 Budget	Year to Date FY2021 Actual	Better / (Worse) than Budget	Year to Date FY2020 Actual	Change from FY2020
Development Services Fund						
Revenues						
Permits & Fees	\$ 613,830	\$ 306,915	\$ 233,053	\$ (73,862)	\$ 568,628	\$ (335,575)
Transfer In	272,260	136,130	136,130	-	118,711	17,419
Total Revenue	886,090	443,045	369,183	(73,862)	687,339	(318,155)
Expenditures	1,018,747	478,576	462,882	15,694	412,817	50,064
Net	(132,657)	(35,530)	(93,698)	(58,167)	274,522	(368,220)
Golf Fund						
Revenues						
Recreation	867,705	377,494	421,970	44,476	339,733	82,237
Transfer In	80,000	35,000	35,000	-	35,000	-
Total Revenue	947,705	412,494	456,970	44,476	374,733	82,237
Expenditures	947,705	423,808	431,510	(7,701)	440,916	(9,407)
Net	-	(11,315)	25,460	36,775	(66,183)	91,643
Hotel Occupancy Tax Fund						
Revenues	1,281,685	497,874	613,477	115,602	618,900	(5,424)
Expenditures	1,281,685	621,506	526,388	95,118	654,779	(128,391)
Net	\$ -	\$ (123,632)	\$ 87,089	\$ 210,720	\$ (35,879)	\$ 122,967

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

- **Green fees are up 19.9% compared to October – March period of prior year**
- **Increases attributed to: COVID, fee increases, new golf carts, increased marketing, course condition**

Hotel Occupancy Tax Fund

- **Occupancy tax has rebounded to pre-pandemic levels overall, but by property analysis shows shift in guest preferences**
- **Expenses are lower than anticipated due to canceled or rescheduled events**



Budget Amendment Preview

- **2 readings – May 25 and June 8**
- **Revenue increases for:**
 - \$194K – Office of the Governor COVID grant
 - TBD – increase to sales tax revenue budget
- **Expenditure increases for:**
 - \$111K – reinstate step plan increase for Public Safety
 - Approximately \$150K – winter storm expenses – applying for 75% FEMA reimbursement, but likely not received until FY2022
 - Approximately \$160K – emergency pool repairs
- **EMS Ambulance Supplement revenue decrease (\$200K) will be mostly offset by HHS COVID grant for EMS lost revenue (\$175K)**



- **\$5.18 million allocation for Kerrville – no application**
- **Can be used for water, sewer & broadband infrastructure by 12/31/2024**
- **First payment (\$2.6M) expected in June, 2nd payment 12 months later**
- **Other funding application based funding includes:**
 - \$8B for airports
 - \$1.25B for shuttered venues
 - \$135M for National Endowment for the Arts
 - \$135M for National Endowment for Humanities
 - \$200M for Museums and Libraries



Council Questions or Comments?

