



**ECONOMIC IMPROVEMENT CORPORATION AGENDA**  
**OCTOBER 17, 2022, 4:00 PM**  
**Kerrville City Hall Council Chambers**  
**701 Main Street, Kerrville, Texas**

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The purpose of the Economic Improvement Corporation is to improve economic prosperity in The City of Kerrville.

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**1     CALL TO ORDER:**

**2     INVOCATION:**

**3     VISITORS / CITIZENS FORUM:**

*Any citizen with business not scheduled on the agenda may speak to the Economic Improvement Corporation. No deliberation or action can be taken on these items because the Open Meetings Act requires an item be posted on an agenda 72 hours before the meeting. Visitors are asked to limit their presentation to three minutes.*

**4     APPROVAL OF MINUTES:**

4.A. Minutes from the regular Economic Improvement Corporation (EIC) meeting held on September 19, 2022.

Attachments:

[EIC Minutes 9-19-2022.pdf](#)

**5     MONTHLY REPORTS:**

5.A. Kerr Economic Development Corporation (KEDC) update.

5.B. Kerrville Economic Improvement Corporation (EIC) project status update including the following:

- Tranquility Island Electrical Infrastructure
- KERV Airport Improvements
- Killdeer Mountain Manufacturing
- Peterson Medical Center Campus Infrastructure Improvements.

Attachments:

[EIC Project Update October 2022.pdf](#)

5.C. Monthly Financial Report.

Attachments:

[September 2022 financial presentation.pdf](#)

**6     PUBLIC HEARING AND POSSIBLE ACTION:**

6.A. Project Funding Agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas; for work regarding the conversion of above-ground utility lines to underground and streetscape improvements to the parking garage.

Attachments:

[20221013\\_EIC Project Funding Agreement\\_Conversion of Above-Ground Utility Lines, Streetscape, Parking Garage\\_101222 DRAFT.docx.pdf](#)  
[20220913\\_EIC application\\_downtown infrastructure underground utilities.pdf](#)  
[20220919\\_Kerrville Parking Center - Budget.pdf](#)

- 6.B. Project Funding Agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas; for the installation of a Fitness Court within Louise Hays Park.

Attachments:

[20221013\\_EIC Project Funding Agreement\\_Fitness Court-LHP\\_101222 DRAFT.pdf](#)  
[20220913\\_Presentation\\_Fitness\\_Court.pdf](#)

- 6.C. Project Funding Agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas; for the development and construction of an extension to the City's River Trail from the Tranquility Island Bridge to the scenic Downtown Overlook (Pavilion).

Attachments:

[20221013\\_EIC Project Funding Agreement\\_River Trail Extension Tranquility Island Bridge to Downtown Overlook\\_101222 DRAFT.docx.pdf](#)  
[20220913\\_EIC application\\_downtown\\_RiverTrail\\_improvements.pdf](#)  
[20220919\\_EIC\\_Downtown\\_River\\_Trail\\_Map.pdf](#)

**7 EXECUTIVE SESSION:**

*The Economic Improvement Corporation may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above including if they meet the qualifications in Section 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Texas Government Code, including the following matters:*

**8 POSSIBLE ACTION FOR ITEMS DISCUSSED IN EXECUTIVE SESSION:**

**9 ITEMS FOR FUTURE AGENDAS:**

**10 ADJOURN.**

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

I hereby certify that this agenda was posted as notice of the meeting on the bulletin board at the City Hall of the City of Kerrville, Texas, and on the City's website on the following date and time: 10/13/2022 at 6:30 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Kesha Franchina

Kesha Franchina, Deputy City Secretary, City of Kerrville, Texas

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



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**SUBJECT:** Minutes from the regular Economic Improvement Corporation (EIC) meeting held on September 19, 2022.

**AGENDA DATE OF:** October 17, 2022      **DATE SUBMITTED:** Aug 17, 2022

**SUBMITTED BY:** Kesha Franchina

**EXHIBITS:** [EIC Minutes 9-19-2022.pdf](#)

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

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

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

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**SUMMARY STATEMENT:**

Minutes from the regular Economic Improvement Corporation (EIC) meeting held on September 19, 2022.

**RECOMMENDED ACTION:**

Approve minutes from the regular Economic Improvement Corporation (EIC) meeting held on September 19, 2022.

**CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION (EIC)  
REGULAR MEETING – September 19, 2022**

On Monday, September 19, 2022, at 4:00 p.m., the regular meeting of the City of Kerrville, Texas Economic Improvement Corporation, was called to order by President Gregory Richards, in the Council Chambers at City Hall, 701 Main Street, Kerrville, Texas.

**MEMBERS PRESENT:**

Gregory Richards, President  
Danny Almond, Vice President  
John Anderson  
Gregg Appel  
Kyle Bond  
Kim Clarkson, Councilmember Place 2  
Gary Cochran

**MEMBERS ABSENT:** None

**CHIEF EXECUTIVE STAFF PRESENT:**

Michael Hornes, Assistant City Manager  
Kim Meismer, Assistant City Manager  
Mike Hayes, City Attorney  
Kesha Franchina, Deputy City Secretary  
Ashlea Boyle, Director of Parks and Recreation  
Megan Folkerts, Senior Management Analyst  
Drew Paxton, Director of Planning and Development  
Trina Rodriguez, Assistant Director of Finance  
Cody Scott, Finance Compliance Coordinator

**VISITORS PRESENT:** No citizen speakers registered to speak during the Visitors/Citizens forum item 3.

**1     CALL TO ORDER:** President Richards called the meeting to order at 4:00 p.m.

**2     INVOCATION:** Kyle Bond led the invocation.

**3     VISITORS / CITIZENS FORUM:** None.

**4     APPROVAL OF MINUTES:**

4.A. Minutes from the regular Economic Improvement Corporation (EIC) meeting held on August 15, 2022.

Danny Almond motioned to approve the minutes, and Gregg Appel seconded. The motion passed 6-0.

**5     MONTHLY REPORTS:**

5.A. Kerr Economic Development Corporation (KEDC) update.

Michael Hornes presented the KEDC project status update.



- 5.B. Kerrville Economic Improvement Corporation (EIC) project status update including the following:
- Tranquility Island Electrical Infrastructure
  - KERV Airport Improvements
  - Killdeer Mountain Manufacturing
  - Peterson Medical Center Campus Infrastructure Improvements.

Michael Hornes presented the EIC project status update.

5.C. Monthly Financial Report.

Trina Rodriguez presented the Monthly Financial Report, and responded to questions. Mike Hayes and Michael Hornes responded to questions.

Danny Almond motioned to invest one million dollars over and above what is currently being invested for six months as soon as possible in commercial paper, and Kyle Bond seconded. The motion passed 7-0.

**6 CONSIDERATION AND POSSIBLE ACTION:**

- 6.A. Recommend calling a public hearing for October 17, 2022 to discuss the funding application to the City of Kerrville, Texas Economic Improvement Corporation for Phase 1 of the Downtown River Trail extension, from the Tranquility Island Bridge to the Scenic Downtown Overlook, along with environmental permitting for all phases of the Downtown River Trail to the G Street bridge.

Michael Hornes apologized for headings on 6.A., 6.B., and 6.C.; stating that the headings should have stated consider the application from the City.

Ashlea Boyle presented the funding application request for Phase 1 of the Downtown River Trail extension, and responded to questions. Michael Hornes responded to questions.

Gary Cochrane motioned to set a public hearing for October 17, 2022 to approve Phase 1, segments 1 and 2, of the Downtown River Trail extension, and Kyle Bond seconded. The motion passed 6-1. Gregory Richards, John Anderson, Gregg Appel, Kyle Bond, Kim Clarkson, and Gary Cochrane voted in favor of the motion. Danny Almond voted against.

- 6.B. Recommend calling a public hearing for October 17, 2022 to discuss the funding application to the City of Kerrville, Texas Economic Improvement Corporation for a downtown infrastructure and beautification project along Clay Street from Main Street to Water Street and on Water Street from Clay Street to Sidney Baker.

Megan Folkerts presented the funding application request for a downtown infrastructure and beautification project, and responded to questions. Michael Hornes responded to questions.

Public speakers were as follows:

- Mike Wittler, KPUB General Manager
- Jeremy Walther, KUTS, Pint & Plow Owner

Kyle Bond motioned to set a public hearing for October 17, 2022 to approve the downtown beautification project, and Danny Almond seconded. The motion passed 6-1. Gregory Richards, Danny Almond, John Anderson, Gregg Appel, Kyle Bond, and Kim Clarkson voted in favor of the motion. Gary Cochrane voted against.

- 6.C. Recommend calling a public hearing for October 17, 2022 to discuss the funding application to the City of Kerrville, Texas Economic Improvement Corporation for a Fitness Court at Louise Hays Park.

Ashlea Boyle presented the funding application for a Fitness Court at Louise Hays Park, and responded to questions.

Public speakers were as follows:

- Denton Gruzensky, Peterson Health CHRO

Gregg Appel motioned to set a public hearing for October 17, 2022 to approve a Fitness Court at Louise Hays Park, and John Anderson seconded. The motion passed 7-0.

- 6.D. Review and consideration of Contract No. 2019-84 "EIC Funding Agreement - Airport Infrastructure Improvements" to include an amendment to decrease the overall amount and extend the contract.

Michael Hornes presented the amendment to Contract No. 2019-84 EIC Funding Agreement Airport Infrastructure Improvements, and responded to questions. Trina Rodriguez responded to questions.

Public Speakers were as follows:

- Mary Rohrer, Airport Manager

Gary Cochrane motioned to authorize staff to prepare the amendment to the contract to extend the time for a year and decrease the total amount to be determined as approximately \$132,000, and Gregg Appel seconded. The motion passed 7-0.

- 6.E. Discussion to reschedule the Economic Improvement Corporation (EIC) FY23 November - February meetings as they fall near or on a holiday.

Michael Hornes began the discussion to reschedule the EIC FY23 meetings for November - February to November 14, 2022, December 12, 2022, January 9, 2023, and February 13, 2023.

Gregory Richards motioned to approve the dates as presented, and Gary Cochrane seconded. The motion passed 7-0.

- 7 **EXECUTIVE SESSION:** None.

- 8 **POSSIBLE ACTION FOR ITEMS DISCUSSED IN EXECUTIVE SESSION:** None.

- 9 **ITEMS FOR FUTURE AGENDAS:**

**10    ADJOURN.** President Richards adjourned the meeting at 5.45 p.m.

Minutes Approved: \_\_\_\_\_

President Gregory Richards: \_\_\_\_\_

Attest: Kesha Franchina, Deputy City Secretary: \_\_\_\_\_



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



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**SUBJECT:** Kerr Economic Development Corporation (KEDC) update.

**AGENDA DATE OF:** October 17, 2022      **DATE SUBMITTED:** Aug 17, 2022

**SUBMITTED BY:** Gil Salinas

**EXHIBITS:**

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

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

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	N/A
<b>Guiding Principle</b>	N/A
<b>Action Item</b>	N/A

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**SUMMARY STATEMENT:**

Kerr Economic Development Corporation (KEDC) June 2022 update.

**RECOMMENDED ACTION:**

Information only; no action required.



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



**SUBJECT:** Kerrville Economic Improvement Corporation (EIC) project status update including the following:

- Tranquility Island Electrical Infrastructure
- KERV Airport Improvements
- Killdeer Mountain Manufacturing
- Peterson Medical Center Campus Infrastructure Improvements.

**AGENDA DATE OF:** October 17, 2022      **DATE SUBMITTED:** Sep 21, 2022

**SUBMITTED BY:** Michael Hornes

**EXHIBITS:** [EIC Project Update October 2022.pdf](#)

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

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

<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	N/A
<b>Guiding Principle</b>	N/A
<b>Action Item</b>	N/A

**SUMMARY STATEMENT:**

Kerrville Economic Improvement Corporation (EIC) project status update including the following:

- Tranquility Island Electrical Infrastructure
- KERV Airport Improvements
- Killdeer Mountain Manufacturing
- Peterson Medical Center Campus Infrastructure Improvements.

**RECOMMENDED ACTION:**

Information only; no action.

Monthly EIC Project Status Report

	Project Name	Description	Estimated Design Completion	Estimated Construction Completion	Comments
1	Tranquility Island Electrical Infrastructure	Partnership with City and Kerrville Christmas Lighting Corporation to help further enhance seasonal and Christmas lighting on Tranquility Island	Complete	Phase 1 Complete	Phase 1 construction complete. Final project closeout coordination and documents review in progress. Phase 2 pending easement approval from General Land Office for Guadalupe River crossing. Private funding to continue based on engineer's projected cost.
2	KERV Airport Improvements	Partnership with KERV, TxDOT, City and County to build T-Hangars, Box Hangars, and other building improvements	TBD	TBD	Partnership Agreement approved Fall 2019. KERV working with TxDOT for Row hangar design effort. KERV has completed demolition of the "Horseshoe Building." Box Hangar site work pending TxDOT Row hangar project.
3	Killdeer Mountain Manufacturing	Renovation of 40,000 sq ft building on 8.2 acres in Airport Commerce Park for 400+ employee Tier-1 aerospace manufacturer	Private	2022	Land and existing building shell have been conveyed to KMM. Annexation and Zoning have been completed. Building permit issued 11/26/2021. Construction in progress.
4	Peterson Medical Center Campus Infrastructure Improvements	Campus improvements including extension of public utilities and roadway	Private	2022	Partnerhsip Agreement approved Jaunary 2022. Design in progress for Surgery Center. Construction in progress for off-site parking with completion anticipated early 2023.



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



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**SUBJECT:** Monthly Financial Report.

**AGENDA DATE OF:** October 17, 2022      **DATE SUBMITTED:** Aug 17, 2022

**SUBMITTED BY:** Trina Rodriguez

**EXHIBITS:** [September 2022 financial presentation.pdf](#)

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

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

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

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**SUMMARY STATEMENT:**

Monthly financial report for the month ending September 30, 2022 will be presented by staff.

**RECOMMENDED ACTION:**

Information only; no action.



# **Financial update for the month ended September 30, 2022**

**Economic Improvement Corporation Meeting  
October 17, 2022**





## Economic Improvement Corporation

## Statement of Activities

Month Ended September 30, 2022

**Revenues**

	Annual Budget	Current Period	YTD Actual	YTD Budget Estimate	Better/Worse YTD Estimate
Sales and Use Tax	\$ 4,223,000	\$ 397,463	\$ 4,802,212	\$ 4,145,684	\$ 656,528
Interest Income	9,665	11,272	39,761	9,665	30,096
<b>Total Revenues</b>	<b>4,232,665</b>	<b>408,735</b>	<b>4,841,972</b>	<b>4,155,349</b>	<b>686,624</b>

**Expenditures**

	Annual Budget	Current Period	YTD Actual	YTD Budget Estimate	Better/Worse YTD Estimate
Administrative					
Supplies and Miscellaneous	500	-	233	233	-
Legal Services	10,000	-	694	694	-
Professional Services	195,000	16,250	195,000	195,000	-
Kerr Economic Development Corp.	312,500	-	312,500	312,500	-
<b>Total Administrative</b>	<b>518,000</b>	<b>16,250</b>	<b>508,427</b>	<b>508,427</b>	<b>-</b>
Debt Service					
Debt Service - Series 2019 Ref (River Trail)	251,019	20,918	251,019	251,019	-
Debt Service - Series 2020 Ref (River Trail)	233,000	19,417	233,000	233,000	-
Debt Service - Series 2015 (KSC)	605,350	50,446	605,350	605,350	-
<b>Total Debt Service</b>	<b>1,089,369</b>	<b>90,781</b>	<b>1,089,369</b>	<b>1,089,369</b>	<b>-</b>
Investment Purchases	-	979,222	1,969,970	1,969,970	-
Projects					
Airport Projects	95,901 *	-	-	-	-
Arcadia Live	400,000 *	-	400,000	400,000	-
Sid Peterson Memorial Hospital	800,000 *	-	-	-	-
<b>Total Projects</b>	<b>1,295,901</b>	<b>-</b>	<b>400,000</b>	<b>400,000</b>	<b>-</b>
<b>Total Expenditures</b>	<b>2,903,270</b>	<b>1,086,252</b>	<b>3,967,765</b>	<b>3,967,765</b>	<b>-</b>

**Change in Net Position**

\$ 1,329,395	\$ (677,518)	\$ 874,207
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Economic Improvement Corporation

Cash Flow Forecast

As of September 30, 2022

	FY2022 Actual	FY2023 Estimate	FY2023 Projection		
	Oct 2021 to Sep 2022	Oct 2022 to Dec 2022	Jan 2023 to Mar 2023	Apr 2023 to Jun 2023	Jul 2023 to Sep 2023
<b>Beginning Cash Balance</b>	\$ 2,738,631	\$ 3,605,113	\$ 4,578,522	\$ 5,463,416	\$ 6,284,238
<b>Revenue</b>					
Sales Tax	4,802,212	1,192,707	1,304,191	1,240,120	1,525,252
Interest Income	39,761	18,626	16,112	15,750	15,750
Investment Maturity	-	1,000,000	1,000,000	-	1,000,000
<b>Total Revenue</b>	4,841,972	2,211,333	2,320,303	1,255,870	2,541,002
<b>Expenditures</b>					
Administrative					
Supplies and Miscellaneous	233	163	163	163	163
Legal Services	694	2,500	2,500	2,500	2,500
Professional Services	195,000	50,000	50,000	50,000	50,000
KEDC	312,500	78,125	78,125	78,125	78,125
Total Administrative	508,427	130,788	130,788	130,788	130,788
Debt Service	1,089,369	271,285	271,285	271,285	271,285
Projects					
Airport Projects	-	23,975	23,975	23,975	23,975
Sid Peterson Memorial Hospital	-	800,000	-	-	-
Arcadia Live	400,000	-	-	-	-
Total Projects	400,000	823,975	23,975	23,975	23,975
Investment Purchase	1,969,970	-	1,000,000	-	1,000,000
<b>Total Expenditures</b>	3,967,765	1,226,048	1,426,048	426,048	1,426,048
Interest Receivable	8,792	11,876	9,362	9,000	9,000
<b>Ending Cash Balance</b>	\$ 3,605,113	\$ 4,578,522	\$ 5,463,416	\$ 6,284,238	\$ 7,390,192

# Financial Analysis

Sales Tax Revenue Analysis - FY2022					
Month	Actual FY2021	Budget FY2022	Actual FY2022	FY2021 vs. FY2022	Budget vs. Actual
October	\$ 311,718	\$ 314,315	\$ 365,850	17.37%	16.40%
November	376,028	\$ 333,762	420,172	11.74%	25.89%
December	320,874	\$ 322,250	333,189	3.84%	3.39%
January	334,661	\$ 315,729	421,736	26.02%	33.58%
February	433,414	\$ 423,682	474,948	9.58%	12.10%
March	321,565	\$ 301,635	366,033	13.83%	21.35%
April	262,388	\$ 286,993	314,340	19.80%	9.53%
May	440,837	\$ 369,148	444,108	0.74%	20.31%
June	369,003	\$ 351,519	406,782	10.24%	15.72%
July	370,485	\$ 364,821	404,917	9.29%	10.99%
August	431,388	\$ 396,807	452,674	4.93%	14.08%
September	390,132	\$ 365,021	397,463	1.88%	8.89%

Cash Analysis as of September 30, 2022		
Type	Placement	Amount
Pool	EIC TexPool	\$ 3,605,113
ST Investment	Credit Suisse NY CP-2254EBKT7	\$ 997,686
ST Investment	MUFG Bank CP-62479MQP1	\$ 979,313
	<b>Total Cash and Investments</b>	<b>\$ 5,582,112</b>

Project Analysis as of September 30, 2022			
Project Description	EIC Commitment	Disbursed Funding	Remaining Funding
<b>Committed Projects:</b>			
Airport Projects	132,767	36,866	95,901
Sid Peterson Memorial Hospital	1,600,000	-	1,600,000
<b>Committed Project Total</b>	<b>\$ 1,732,767</b>	<b>\$ 36,866</b>	<b>\$ 1,695,901</b>



# Questions?





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



**SUBJECT:** Project Funding Agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas; for work regarding the conversion of above-ground utility lines to underground and streetscape improvements to the parking garage.

**AGENDA DATE OF:** October 17, 2022      **DATE SUBMITTED:** Sep 21, 2022

**SUBMITTED BY:** Megan Folkerts

**EXHIBITS:** [20221013\\_EIC Project Funding Agreement\\_Conversion of Above-Ground Utility Lines, Streetscape, Parking Garage\\_101222 DRAFT.docx.pdf](#)  
[20220913\\_EIC application\\_downtown infrastructure underground utilities.pdf](#)  
[20220919\\_Kerrville Parking Center - Budget.pdf](#)

<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$400,000	N/A	N/A	N/A

**PAYMENT TO BE MADE TO:** To be determined

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

**SUMMARY STATEMENT:**

The City was successful in leveraging Downtown Community Development Block Grant funds to help fund infrastructure and mobility improvements at the intersection of Clay Street and Water Street. In light of this upcoming activity, KPUB has been investigating the possibility of converting the existing overhead utility lines in the area to underground service, enhancing the aesthetic of downtown, upgrading the electrical service for future

demand (HHHC), and complimenting the other improvements. KPUB has developed estimates of the cost to do this work which are summarized in the attached funding request letter to EIC. This project will remove the overhead electric and telecommunications utilities starting on Clay Street starting approximately 60 feet South of Main Street and along Water Street from Sidney Baker to the A.C. Schreiner House.

As outlined in the letter, KPUB is asking that EIC fund half of the cost of this underground utility conversion. The total cost of the project is \$450,575. KPUB's request is that EIC pay for \$225,287.

In conjunction with burying the underground power lines, a streetscape project along the Water street section of the City's Downtown parking garage is also planned, as much of the vegetation in the right-of-way will not survive the construction. The work will also include hardscape improvements for parking garage safety. Preliminary cost estimates for this project are between \$130,000-180,000.

Staff recommends a total funding request to EIC of \$400,000, which will fund the upgraded electrical utility infrastructure and the landscape and streetscape efforts for the Downtown Parking Garage along Water Street.

**RECOMMENDED ACTION:**

Approve Project Funding Agreement as presented.



# DRAFT 10/12/22

## PROJECT FUNDING AGREEMENT BETWEEN THE CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION AND THE CITY OF KERRVILLE, TEXAS FOR WORK REGARDING THE CONVERSION OF ABOVE-GROUND UTILITY LINES TO UNDERGROUND AND STREETScape IMPROVEMENTS TO THE PARKING GARAGE

THIS PROJECT FUNDING AGREEMENT (the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the **City of Kerrville, Texas Economic Improvement Corporation** (“Corporation”), a Type B Economic Development Corporation established pursuant to Chapters 501, 502, and 505 of the Texas Local Government Code, as amended (*i.e.*, the Development Corporation Act, hereafter referred to as “the Act”); and the **City of Kerrville, Texas** (“City”), a Texas home-rule municipality. EIC and City are sometimes collectively referred to herein as “Parties” and individually as “Party”.

### WITNESSETH:

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

**WHEREAS**, in May 1995, the citizens of Kerrville, Texas, voted to form the EIC to administer a sales and use tax collected for “Projects”, as defined by the Act, including:

Projects related to a) expenditures that are found by the EIC to be required or suitable for *infrastructure necessary to promote or develop new or expanded business enterprises*, limited to streets and roads, water and sewer utilities, *electric utilities*, or gas utilities, drainage, *site improvements*, and *related improvements*; and b) *recreational or community facilities* to include land, buildings, *equipment, facilities*, and *improvements required or suitable for use for tourist and public park purposes, including parks and park facilities, open space improvements*, and related concession and automobile parking facilities, related area transportation facilities, and *related roads, streets, and other related improvements* that enhance any of these items as provided for by Sections 501.103 and 505.152 of the Act (emphasis

# DRAFT 10/12/22

supplied); and

**WHEREAS**, the City is in the preliminary stages of beginning work to rehabilitate the A.C. Schreiner House, located at 529 Water Street, such work to transform the home and its surrounding property into the Heart of the Hills Heritage Center (“HHHC”); and

**WHEREAS**, in addition, the City was recently awarded Community Development Block Grant (CDBG) funds to help pay for infrastructure and mobility improvements at the intersection of Clay and Water Streets; and

**WHEREAS**, pursuant to this work, the Kerrville Public Utility Board (“KPUB”), which will need to upgrade electrical service in this area to meet the increased demand from HHHC and other users, began investigating the possibility of converting existing overhead utility lines in the area to underground service as a way of enhancing the aesthetics of downtown; and

**WHEREAS**, KPUB’s proposed scope of work will remove the overhead electric and telecommunications utilities in this part of downtown; and

**WHEREAS**, KPUB has developed cost estimates for its work and is seeking EIC funding to fund one-half (1/2) the cost of the underground utility conversion; and

**WHEREAS**, in conjunction with the work to be performed by KPUB, the City seeks to undertake a streetscape project along the Water Street boundary of the City's parking garage, as much of the vegetation and irrigation within the right-of-way will not survive the construction; and

**WHEREAS**, the City estimates that the streetscape work will be between \$130,000 and \$180,000; and

**WHEREAS**, the City, which will oversee KPUB’s work and the streetscape work, seeks EIC funding in the amount of \$400,000, which the City estimates will cover both the costs for the underground utility conversion and the streetscape work (collectively referred to herein as the “Project”); and

**WHEREAS**, the Project will support and reinforce the goals of the Kerrville Comprehensive Plan (“*Kerrville 2050*”) to include preserving, protecting, and enhancing the visual identity of the downtown area as well as improving the physical, economic, social characteristics of this area to create a unique destination for residents and visitors



# DRAFT 10/12/22

of Kerrville, thereby helping to make this area the activity center and focal point of the community; and

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

**WHEREAS**, the EIC finds that the Project is required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises as well as recreational and community facilities; and

**WHEREAS**, finding that providing funds to contribute toward the planning, development, and construction of the Project is required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises and recreational and community facilities, EIC has determined that this Agreement complies with the Act and is in keeping with the mission of EIC and City of Kerrville Economic Improvement Corporation 4B Sales Tax Funding Request Guidelines and Procedures; and

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

**WHEREAS**, on October 17, 2022, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, the EIC held a public hearing pursuant to Section 501.072 of the Act related to the proposed expenditure of 4B Revenues for the Project;

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

1. **“Project” Defined:** When used in this Agreement, the term “Project” means the project summary and cost itemization specified in **Exhibit A** attached hereto and included herein for all purposes, plus expenses that arise as contingencies during the Project. City will manage the funding it receives from EIC and the bidding and construction of the Project. City shall not substantively alter the description of the Project in any respect without the prior approval of the EIC.
2. **Agreement to Fund Project:** EIC agrees to provide City an amount up to and not to exceed \$400,000 in 4B Revenues for the Project (“Grant Funding”).

## DRAFT 10/12/22

3. **Payments Authorized:** City is authorized to make payments for the Project directly from the EIC's General Capital Projects Fund.
4. **Eligible Costs:** Payments made by City from 4B Revenues as authorized by Section 2, above, are limited to the payment of "costs" as defined in the Act.
5. **Project Timeline:** The City estimates that construction activities for the Project will begin on or before February 1, 2023.
6. **Severability:** The provisions of this Agreement are severable and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
7. **Amendment:** This Agreement may be amended only by written amendment signed by the Parties.
8. **Notices:** All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the fifth business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

**For EIC**

President

City of Kerrville, Texas, Economic Improvement Corporation

City Hall, 701 Main Street

Kerrville, Texas 78028

Facsimile: (830) 792-3850



# DRAFT 10/12/22

## For City

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

9. **Applicable Law:** This Agreement is governed by and construed in accordance with the laws of the State of Texas. The Agreement is entered into and fully performable within Kerr County, Texas. Accordingly, venue for any cause of action arising pursuant to this Agreement is proper only in Kerr County, Texas.
10. **Interpretation:** Each Party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the Parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.
11. **No Joint Venture:** Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between any or all of the Parties.
12. **Parties in Interest:** Nothing in this Agreement shall entitle any Party other than EIC or City to any claim, cause of action, remedy, or right of any term of this Agreement.
13. **Survival of Terms:** All rights, duties, liabilities, and obligations accrued prior to termination will survive termination.
14. **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and shall terminate on the earlier of: (i) June 30, 2023, or when the requirements set forth in this Agreement are completed; (ii) when terminated by mutual agreement of the Parties; or, (iii) at City's discretion, upon City returning all Grant Funding to EIC that it has received under this Agreement. Upon termination of this Agreement as specified herein, all rights, duties, and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.
15. **Entire Agreement:** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof.

# **DRAFT 10/12/22**

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

**CITY OF KERRVILLE, TEXAS**

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

By: \_\_\_\_\_  
Judy Eychner, Mayor

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

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Kesha Franchina, Secretary for the EIC

APPROVED AS TO FORM:

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

T:\Legal\EIC\Contract\City Projects\Downtown\EIC Project Funding Agreement\_utility underground and streetscape\_101222 DRAFT.docx



August 9, 2022

Kerrville EIC Board Members  
Mr. E.A. Hoppe  
701 Main Street  
Kerrville, TX 78028

Re: Funding Request for Clay and Water Street Underground Utility Conversion

In light of the activity being planned in the area of the Clay and Water Street intersection, KPUB has been investigating the possibility of converting the existing overhead utility lines in the area to underground.

KPUB has developed estimates of the cost to do this work which are summarized below. There are two costs provided with the variance being related to how much we are allowed to shut down the intersection for our work. If we are able to completely close the intersection for the duration of the civil work in the intersection, the work will be completed more quickly and at lower cost.

Activity	With Intersection Closure	With Partial Road Closures
Civil Construction Work	\$ 173,500	\$ 205,500
Material cost	\$ 141,506	\$ 141,506
KPUB Labor	\$ 50,000	\$ 50,000
HCTC Material and Labor	\$ 4,800	\$ 4,800
Windstream Material and Labor	\$ 8,500	\$ 8,500
Spectrum Material and Labor	\$ 8,813	\$ 8,813
Customer Service Entrance Conversions	\$ 10,000	\$ 10,000
Contingency	\$ 19,856	\$ 21,456
	\$ 416,975	\$ 450,575

This project will remove the overhead electric and telecommunications utilities starting on Clay Street starting approximately 60 feet South of Main Street and along Water Street from Sidney Baker to the A.C. Schreiner Mansion.

It would make sense to do this project in coordination with the other projects in this area if there is an interest in beautification for the area. The project will also help address providing service to the remodeled A.C. Schreiner Mansion as the existing service will not have the capacity required.

The KPUB Board has directed me to seek outside funding for 50% of the cost of this project. Factors considered in seeking outside funding include:

- KPUB line extension policy is based on overhead service as standard cost and customers are required to fund additional costs when underground is requested.
- Approximately 40% of KPUB's ratepayers are located outside of the Kerrville City limits and outside funding will help alleviate outside concerns.
- It is not appropriate for KPUB to fund the cost of conversion of telecommunications utilities (HCTC, Windstream, and Spectrum).
- It is not appropriate for KPUB to fund the cost of conversion of customer service entrance equipment.

Funding from the Kerrville EIC in an amount not to exceed \$225,287, or half of the total project expenses, whichever is less, will allow us to move forward with this project.

Please let me know if you need additional information.

Thanks,

A handwritten signature in black ink, appearing to read "Mike Wittler", with a stylized flourish at the end.

Mike Wittler, P.E.



2546 Goat Creek RD.  
Kerrville, TX 78028  
Office@JKBernhard.com

Office: 830-895-1498  
Fax: 830-895-1499  
www.JKBernhard.com

## PRELIM BUDGET

September 1, 2022

To: Kyle Burow

### **City of Kerrville - Parking Center** 3054 Junction Hwy. Ingram, TX 78025

#### Description

- Budget costs for the masonry and landscaping upgrades on the Parking Center only on South elevation facing Water Street. Scopes of work include:

• Demo existing plants and irrigation lines	\$	7,800.00
• Pour concrete footers for masonry veneer and planter walls	\$	5,460.00
• Limestone masonry veneer installed on face of pre-cast spandrel beams	\$	11,960.00
• Install CMU and masonry at planter walls	\$	-
• New iron fence railing, approx 150', black painted finish	\$	21,775.00
• Install new drip irrigation lines at beds and planters	\$	13,000.00
• Grass sod at landscape beds, price could vary if plants or shrubs requested	\$	26,000.00
• Install approx 3 mountain laurels at each planter box	\$	-
• Prepare beds and planters with new soil and planting mix	\$	-
• Power wash existing sidewalk	\$	1,950.00
• General Conditions - Supervision, insurances, performance bond, portable toilet rental, and equipment	\$	44,665.00

#### Exclusions

- Electrical repairs or upgrades to lighting poles
- Poured concrete curbing between sidewalk and beds
- Underground utilities or demo for new upgrading of utilities
- ADA ramps, handrails, or rework of crosswalk on Water Street
- Awning structure
- Any work on other street sides of the Parking Center

#### Notes:

- Budgeted per discussion. See attached plan with notes.

<b>Total</b>	<b>\$</b>	<b>132,610.00</b>
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Thank you for the opportunity to bid this project. If you have any questions, feel free to call.



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



**SUBJECT:** Project Funding Agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas; for the installation of a Fitness Court within Louise Hays Park.

**AGENDA DATE OF:** October 17, 2022      **DATE SUBMITTED:** Oct 06, 2022

**SUBMITTED BY:** Ashlea Boyle

**EXHIBITS:** [20221013\\_EIC Project Funding Agreement\\_Fitness Court-LHP\\_101222 DRAFT.pdf](#)  
[20220913\\_Presentation\\_Fitness\\_Court.pdf](#)

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<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$100,000	\$0	\$0	70-7000-5100

**PAYMENT TO BE MADE TO:**

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	P - Parks / Open Space / River Corridor
<b>Guiding Principle</b>	P5. Focus on enhancing/investing in existing parks, their purpose or repurpose and improving accessibility before acquiring land for new parks
<b>Action Item</b>	P5.1 - Plan for more recreational amenities along the river

---

**SUMMARY STATEMENT:**

Texas-based health insurance provider Blue Cross and Blue Shield of Texas (BCBSTX) and National Fitness Campaign (NFC) have launched a statewide sponsorship to expand free access to high-quality workouts by bringing outdoor Fitness Courts® to cities across Texas. This initiative was created to fight obesity and improve the quality of life for communities.

Fitness Courts® throughout Texas will be constructed in easily accessible public spaces with the goal of building 20 new Fitness Courts® in the next eighteen months. NFC's award-winning initiative is planning to welcome its 500th Healthy Community in 2022. The



City of Kerrville was 1 of 20 Texas cities recently awarded a \$50,000 grant from BCBSTX to help fund the Fitness Court. In addition to the BCBS Grant application, staff also approached H-E-B, who generously donated \$10,000 towards the project. The total cost of the project is estimated to cost \$187,350.

After the BCBS grant and HEB donation, there is a \$127,350 gap in funding. Staff is recommending using \$27,350 from the Parkland Dedication fund and requesting that the Economic Improvement Corporation (EIC) fund the remaining \$100,000.

At the same time staff was applying for these grants, a private citizen approached the Parks and Recreation Department indicating they were interested in donating up to \$25,000 towards the creation of a fitness court. We are hopeful that an agreement can be reached to obtain this generous donation, which could reduce the funding request to EIC to \$75,000. However, until that donation is confirmed, staff recommends an EIC funding request of an amount not to exceed \$100,000.

The Fitness Court is consistent with several community plans such as the K2050 Comprehensive Plan, the Parks and Recreation Master Plan, the Parks and Recreation Department's goal to encourage the Kerrville community to "get outdoors, be active, and play", and Peterson Regional Medical Center's community health and fitness goals pursuant to the Community Health Needs Assessment.

At its meeting on September 13, 2022, the Kerrville City Council authorized staff to submit an application to the EIC in an amount not to exceed \$100,000 for a fitness court quality of life project in Louise Hays Park.

At its meeting on September 19, 2022, staff presented the application to the EIC, and was directed to prepare a funding agreement and hold a public hearing at its October meeting. The draft funding agreement is attached.

If approved, it will then be considered by the City Council for final approval authority.

**RECOMMENDED ACTION:**

Approve Funding Agreement as presented.

# DRAFT 10/12/22

## PROJECT FUNDING AGREEMENT BETWEEN THE CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION AND THE CITY OF KERRVILLE, TEXAS; FOR THE INSTALLATION OF A FITNESS COURT WITHIN LOUISE HAYS PARK

**THIS PROJECT FUNDING AGREEMENT** (the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the **City of Kerrville, Texas Economic Improvement Corporation** (“EIC”), a Texas non-profit corporation established pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code; otherwise known as the Development Corporation Act of 1979 (“the Act”); and the **City of Kerrville, Texas** (“City”), a Texas home-rule municipality. EIC and City may be collectively referred to herein as “Parties” and individually as “Party”.

### WITNESSETH:

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

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

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

**WHEREAS**, Texas-based health insurance provider Blue Cross and Blue Shield of Texas (“BCBSTX”) and National Fitness Campaign (“NFC”) have launched a

# DRAFT 10/12/22

statewide sponsorship to expand free access to high-quality workouts by bringing outdoor Fitness Courts® to cities across Texas; and

**WHEREAS**, BCBSTX and NFC created this program to fight obesity and improve the quality of life for communities; and

**WHEREAS**, Fitness Courts® throughout Texas will be constructed in easily accessible public spaces with the goal of building 20 new Fitness Courts® in the next eighteen months; and

**WHEREAS**, the City was 1 of only 20 Texas cities which were recently awarded a \$50,000 grant from BCBSTX to help fund the construction and installation of the Fitness Court® within the City's Louise Hays Park (the "Project"); and

**WHEREAS**, in light of this grant, the City sought additional funding from H-E-B, who generously donated \$10,000 towards the Project; and

**WHEREAS**, the City estimates the total cost of the Project to be \$187,350; and

**WHEREAS**, after adding the grant and donation together, a \$127,350 funding gap exists; and

**WHEREAS**, in order to overcome this gap, the City is recommending using \$27,350 from its Parkland Dedication; and

**WHEREAS**, at one point, a citizen offered to donate up to \$25,000 to the Project, and should this donation occur, the City would reduce the EIC's award in an equivalent amount; and

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

**WHEREAS**, once the City receives all funding required to complete the Project, City will then proceed with the Project; and

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

**WHEREAS**, more specifically, EIC finds that the Project includes equipment, facilities, and improvements required or suitable for use for athletic, tourist, and public

# DRAFT 10/12/22

park purposes and events, including parks and park facilities and open space improvements; and

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

**WHEREAS**, on October 17, 2022, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, the EIC held a public hearing pursuant to Section 501.072 of the Act related to the proposed expenditure of 4B Revenues for the Project;

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

1. **“Project” Defined:** When used in this Agreement, the phrase “Project” means the project summary and approximate cost itemization, to date, as specified in **Exhibit A**, attached hereto, and included herein for all purposes. City will manage the funding it receives and the bidding, management, and construction of the Project. City will not proceed with the Project until it receives all funds it believes are necessary to complete the Project, as estimated at \$187,350. City shall not substantively alter the description of the Project in any respect without the prior approval of the EIC. In addition, City shall provide periodic reports to the EIC with respect to the Project, its design, timing, and costs. Where the bidding process determines that the cost of the Project will exceed the City’s estimated cost of the Project (\$187,350), the City is under no obligation to proceed but may choose to suspend its performance until discussing this issue with the Parties and/or terminate this Agreement.
2. **Agreement to Fund Project:** EIC agrees to provide City an amount up to and not to exceed \$100,000.00 in 4B Revenues for the Project. EIC will provide the funding only after City confirms that it has received all funding necessary for the Project.
3. **Payments Authorized:** City is authorized to make payments for the Project directly from the EIC’s General Capital Projects Fund.
4. **Eligible Costs:** Payments made by City from 4B Revenues as authorized by Section 3, above, are limited to the payment of “costs” as defined in the Act.

# DRAFT 10/12/22

5. **City's Receipt of Funding:** Prior to bidding, City must receive all funding necessary to complete the Project. Should City fail to receive this amount on or before \_\_\_\_\_, 2023, City shall report this event to EIC and the EIC and/or City may terminate this Agreement.
6. **Project's Timeline:** The City estimates that construction activities will begin on or before \_\_\_\_\_, 2023. Should such activities not occur by these dates, EIC may elect to terminate this Agreement.
7. **Severability:** The provisions of this Agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
8. **Amendment:** This Agreement may be amended only by written amendment signed by the parties.
9. **Notices:** All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the fifth business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

**For EIC**

President

City of Kerrville, Texas, Economic Improvement Corporation

City Hall, 701 Main Street

Kerrville, Texas 78028

Facsimile: (830) 792-3850

# DRAFT 10/12/22

## For City

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

10. **Applicable Law:** This Agreement is governed by and construed in accordance with the laws of the State of Texas. The Agreement is entered into and fully performable within Kerr County, Texas. Accordingly, venue for any cause of action arising pursuant to this Agreement is proper only in Kerr County, Texas.
11. **Interpretation:** Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.
12. **No Joint Venture:** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between any or all of the parties.
13. **Parties in Interest:** Nothing in this Agreement shall entitle any party other than EIC or City to any claim, cause of action, remedy, or right of any term of this Agreement.
14. **Survival of Terms:** All rights, duties, liabilities, and obligations accrued prior to termination will survive termination.
15. **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and shall terminate on the earlier of: (i) May 1, 2024, or when the requirements set forth in this Agreement are completed; (ii) when terminated by mutual agreement of the Parties; or, (iii) at City's discretion, upon City returning all Grant Funding to EIC that it has received under this Agreement. Upon termination of this Agreement as specified herein, all rights, duties, and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.
16. **Entire Agreement:** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

# **D R A F T 10/12/22**

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

**CITY OF KERRVILLE, TEXAS**

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

By: \_\_\_\_\_  
Judy Eychner , Mayor

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

**ATTEST:**

**ATTEST:**

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

\_\_\_\_\_  
Kesha Franchina, Secretary for the EIC

**APPROVED AS TO FORM:**

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

T:\Legal\EIC\Contract\City Projects\Park Facilities\EIC Project Funding Agreement\_Fitness Court-LHP\_101222 DRAFT.docx





## NATIONAL FITNESS CAMPAIGN

2022 Blue Cross and Blue Shield of Texas Statewide Campaign Briefing



BlueCross BlueShield  
of Texas



### WHO WE ARE

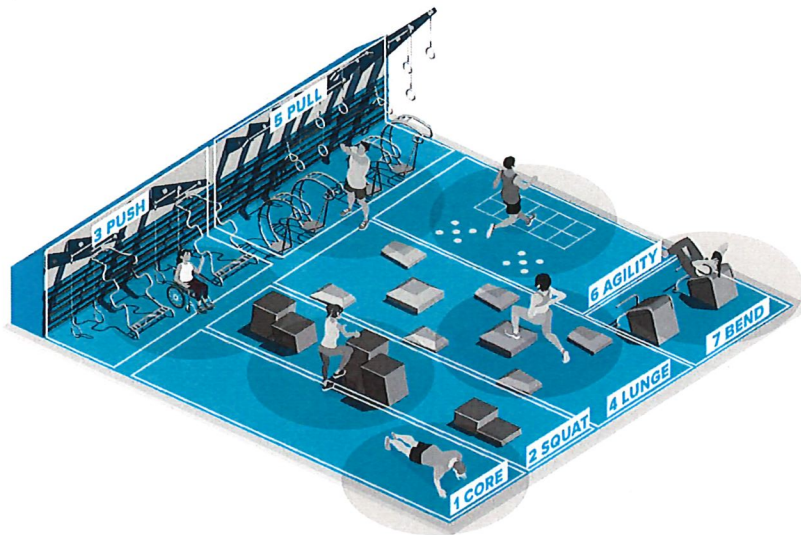
National Fitness Campaign is a San Francisco based wellness consulting firm.



### WHAT WE DO

NFC develops partnerships with cities, schools and sponsors to build healthy communities.





**FITNESS COURT®**

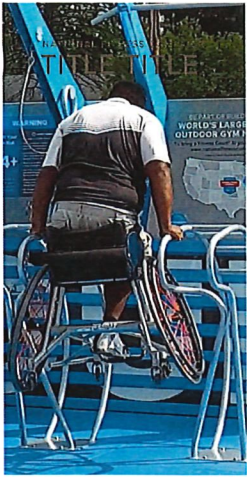
FUNCTIONAL TRAINING SYSTEM  
THOUSANDS OF EXERCISES

SCIENTIFICALLY DESIGNED

### 7 MOVEMENT FULL BODY WORKOUTS







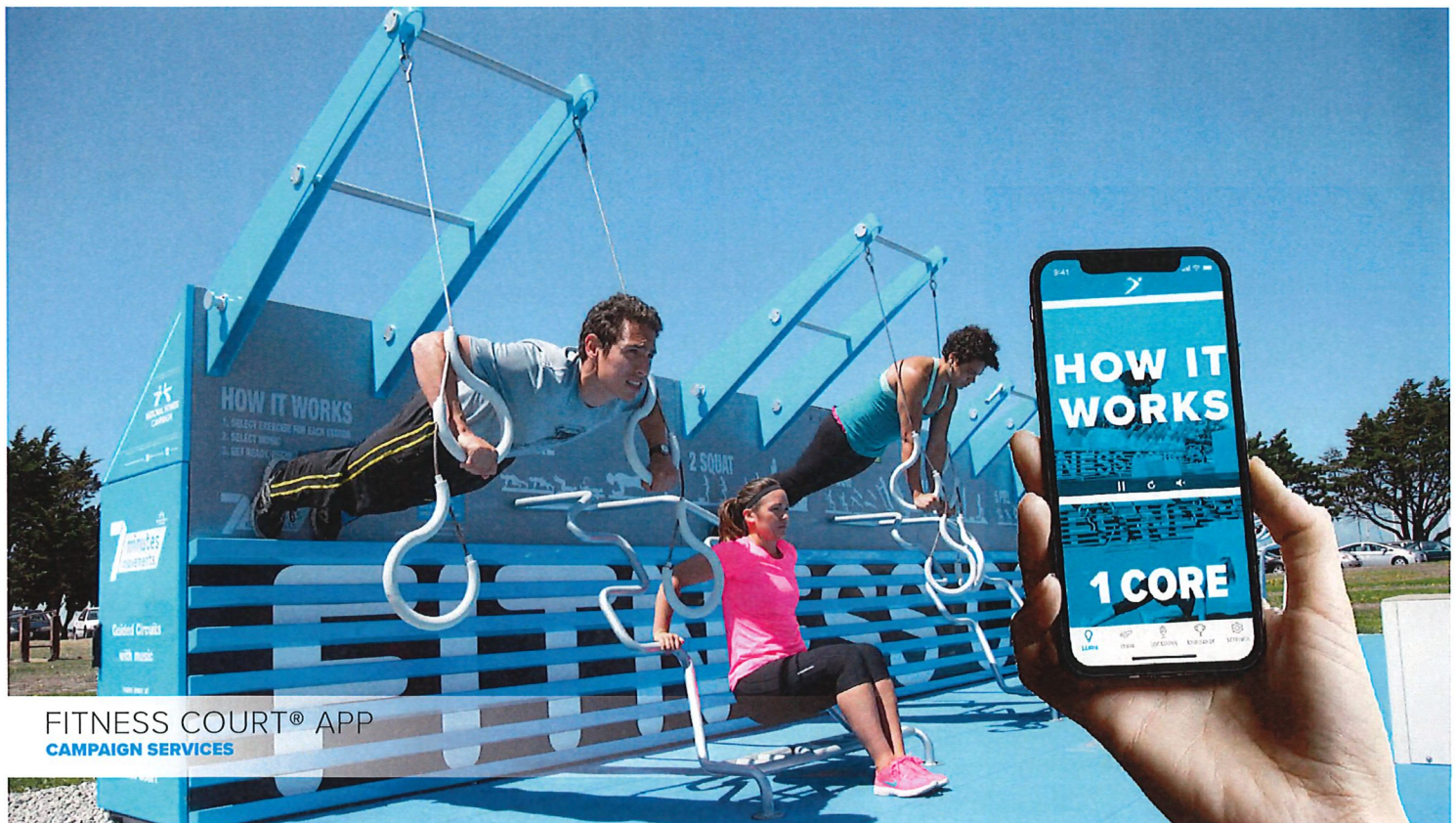
 **FITNESS COURT®**



**ADULTS OF ALL AGES AND ABILITY**

**I am glad to see movements to improve balance.**

*- Carol Claybaker, Senior Resident of Janesville, WI*



**FITNESS COURT® APP**  
**CAMPAIGN SERVICES**



NATIONAL FITNESS CAMPAIGN

## FITNESS COURT® PUBLIC ART

Each Fitness Court® is a one-of-a-kind work of art.



FEATURED ARTIST : 2021 - KEITH HARING



LOCAL ARTIST

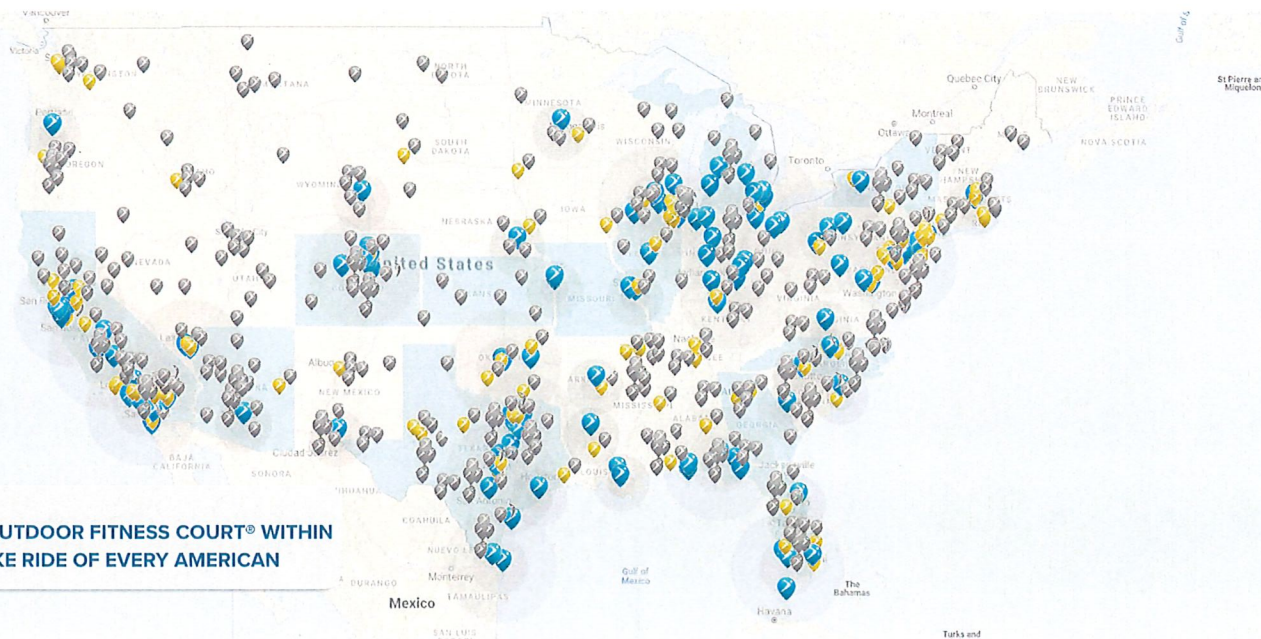


CUSTOM COMMUNITY DESIGNS

NATIONAL FITNESS CAMPAIGN

## NFC 2022 NATIONWIDE STATUS

**10,000+ Fitness Courts® coming to America by 2030**





# 2022 TEXAS STATEWIDE CAMPAIGN



**PRESENTED BY BLUE CROSS AND BLUE SHIELD OF TEXAS**

LIMITED FUNDING FOR UP TO 20 COMMUNITIES IN 2022

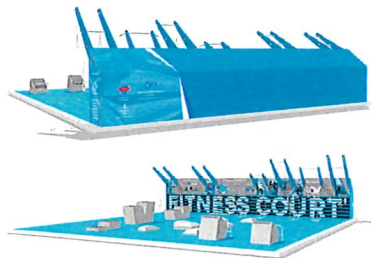


**BlueCross BlueShield  
of Texas**

NATIONAL FITNESS CAMPAIGN  
**TEXAS STATE SPONSOR**



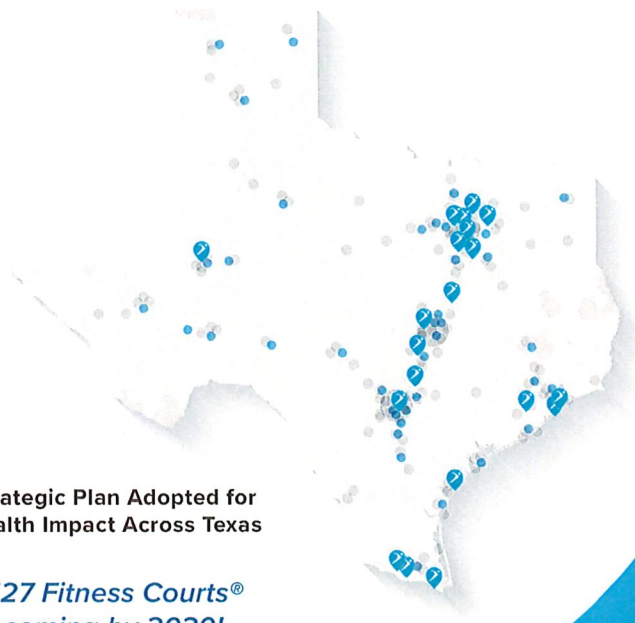
**BlueCross BlueShield  
of Texas**



**\$1,000,000 in Funding  
Now Available for  
Qualified Site Partners**

**Strategic Plan Adopted for  
Health Impact Across Texas**

**527 Fitness Courts®  
coming by 2030!**





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



**SUBJECT:** Project Funding Agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas; for the development and construction of an extension to the City's River Trail from the Tranquility Island Bridge to the scenic Downtown Overlook (Pavilion).

**AGENDA DATE OF:** October 17, 2022      **DATE SUBMITTED:** Oct 06, 2022

**SUBMITTED BY:** Ashlea Boyle

**EXHIBITS:** [20221013\\_EIC Project Funding Agreement\\_River Trail Extension Tranquility Island Bridge to Downtown Overlook\\_101222 DRAFT.docx.pdf](#)  
[20220913\\_EIC\\_application\\_downtown\\_RiverTrail\\_improvements.pdf](#)  
[20220919\\_EIC\\_Downtown\\_River\\_Trail\\_Map.pdf](#)

<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$1,025,280.00			

**PAYMENT TO BE MADE TO:**

<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	P - Parks / Open Space / River Corridor
<b>Guiding Principle</b>	P6. Focus on connecting businesses, neighborhoods, major destinations and other amenities with parks, open spaces and the River corridor
<b>Action Item</b>	P6.5 - Continue developing a vision/plan and identify funding options to extend the River Trail

**SUMMARY STATEMENT:**

In FY2021, the EIC funded a conceptual study for the extension of the Downtown River Trail along the north side of the Guadalupe River from the Tranquility Island Bridge to G Street. In May of 2021, Hewitt Engineering presented the finalized concept study report. From the introduction of that study, "The purpose of this concept study is to evaluate alternative trail alignments and identify environmental and constructability issues associated with an

extension of the second phase of the River Trail."

The proposal recommended this Downtown River Trail project be separated into two phases. Initial cost estimates for Phase 1, which includes Trail Segment 1 (Tranquility Island Bridge to Sidney Baker Bridge) and Trail Segment 2 (Sidney Baker Bridge to the Downtown Scenic Overlook), was originally estimated at \$800,538, based on early 2021 cost estimates. Current construction estimates, which are attached to this agenda, show this phase now estimated at \$995,280 with an additional \$25,000-\$30,000 for environmental permitting, for a total of \$1,025,280.

At its meeting of September 13, 2022 the Kerrville City Council authorized staff to present a quality-of-life project funding application in the amount of \$1,030,000 to the EIC for Phase 1 of the Downtown River Trail extension, from the Tranquility Island Bridge to the Scenic Downtown Overlook, along with environmental permitting for all phases of the Downtown River Trail to the G Street Bridge. The downtown River Trail is a priority project identified by the City Council.

At its meeting of September 19, 2022, staff presented the application to the EIC and was directed to prepare a funding agreement and hold a public hearing at the October EIC meeting. The draft funding agreement is attached.

Extending the Kerrville River Trail is consistent with several community plans such as the Kerrville 2050 Comprehensive Plan, the Parks and Recreation Master Plan, the Parks and Recreation Department's goal to encourage the Kerrville community to "get outdoors, be active, and play", and the River Trail Master Plan.

If approved, it will then be considered by the City Council for final approval.

**RECOMMENDED ACTION:**

Approve Project Funding Agreement as presented.



# DRAFT 10/12/22

## PROJECT FUNDING AGREEMENT BETWEEN THE CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION AND THE CITY OF KERRVILLE, TEXAS; FOR THE DEVELOPMENT AND CONSTRUCTION OF AN EXTENSION TO THE CITY'S RIVER TRAIL FROM THE TRANQUILITY ISLAND BRIDGE TO THE SCENIC DOWNTOWN OVERLOOK (PAVILION)

THIS PROJECT FUNDING AGREEMENT (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between the **City of Kerrville, Texas Economic Improvement Corporation** ("EIC"), a Texas non-profit corporation established by City pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code; otherwise known as the Development Corporation Act of 1979 ("the Act"); and the **City of Kerrville, Texas** ("City"), a Texas home-rule municipality. EIC and City may sometimes be collectively referred to herein as "Parties" and individually as "Party".

### WITNESSETH:

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

**WHEREAS**, in May 1995, the citizens of Kerrville, Texas, voted to form the EIC to administer a sales and use tax collected for "Projects", as defined by the Act, including:

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

**WHEREAS**, the City, as documented within its *Kerrville 2050 Comprehensive*

# DRAFT 10/12/22

Plan, continues focusing on ways to connect businesses, neighborhoods, major destinations, and other amenities with parks, open spaces, and the River corridor; and

**WHEREAS**, the Parties believe that one way to accomplish such integration is to connect Tranquility Island within Louise Hays' Park to the Kerrville River Trail, through an extension into downtown Kerrville, which will then eventually connect to the existing trail at G Street and onto Schreiner University; and

**WHEREAS**, in addition, such extension also aligns with the City's *Parks and Recreation Master Plan*, the Parks and Recreation Department's goal to encourage the Kerrville community to "get outdoors, be active, and play", and the *River Trail Master Plan*; and

**WHEREAS**, the Parties have previously partnered to construct and open six miles of existing River Trail throughout the City, to include the most recent extension from G Street to Schreiner University; and

**WHEREAS**, extending the River Trail in this area will connect Tranquility Island, the Butt Holdsworth Memorial Library, the soon to be rehabilitated Heart of the Hills Heritage Center (HHHC), along with this part of downtown and the Kerrville Urban Trail System (KUTS), which will increase the accessibility of the River Trail to additional neighborhoods; and

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

**WHEREAS**, the Project is estimated to cost \$1,020,280.00; and

**WHEREAS**, the City seeks grant funding from the EIC in this amount for the City to use in designing, bidding, managing, and constructing the Project; and

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

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



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

WHEREAS, on October 17, 2022, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, the EIC held a public hearing pursuant to Section 501.072 of the Act related to the proposed expenditure of 4B Revenues for the Project;

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

1. **"Project" Defined:** When used in this Agreement, the phrase "Project" means the project description; approximate cost itemization, to date; and segment map attached as **Exhibit A**, and included herein for all purposes. City will manage the funding it receives from EIC and the design, acquisition of property interests, environmental permitting, bidding, management, and construction of the Project. City shall not substantively alter the description of the Project in any respect without the prior approval of the EIC. In addition, City shall provide periodic reports to the EIC with respect to the Project, timing, and costs.
2. **Agreement to Fund Project:** EIC agrees to provide City an amount up to and not to exceed \$1,025,280.00 in 4B Revenues for the Project ("Grant Funding").
3. **Payments Authorized:** City is authorized to make payments for the Project directly from the EIC's General Capital Projects Fund.
4. **Eligible Costs:** Payments made by City from 4B Revenues as authorized by Section 3, above, are limited to the payment of "costs" as defined in the Act.
5. **City's Acquisition of Property:** Prior to bidding, City must receive the necessary property interests (e.g., recreation trail easements) from intervening owners to authorize its construction, management, and the public's use of the River Trail. Should City fail to accomplish any such acquisition(s), City shall report this event to EIC.
6. **Project's Timeline:** City shall begin design work on the Project on or before January 1, 2023. Thereafter, construction activities will conclude on or before December 31, 2024. Should such activities not occur by these dates, EIC may elect to terminate this Agreement.

# DRAFT 10/12/22

7. **Severability**: The provisions of this Agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
8. **Amendment**: This Agreement may be amended only by written amendment signed by the Parties.
9. **Notices**: All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the fifth business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

**For EIC**

President

City of Kerrville, Texas, Economic Improvement Corporation

City Hall, 701 Main Street

Kerrville, Texas 78028

Facsimile: (830) 792-3850

**For City**

City Manager, City of Kerrville

City Hall, 701 Main Street

Kerrville, Texas 78028

Facsimile: (830) 792-3850

## DRAFT 10/12/22

10. **Applicable Law:** This Agreement is governed by and construed in accordance with the laws of the State of Texas. The Agreement is entered into and fully performable within Kerr County, Texas. Accordingly, venue for any cause of action arising pursuant to this Agreement is proper only in Kerr County, Texas.
11. **Interpretation:** Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the Parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.
12. **No Joint Venture:** Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties.
13. **Parties in Interest:** Nothing in this Agreement shall entitle any party other than EIC or City to any claim, cause of action, remedy, or right of any term of this Agreement.
14. **Survival of Terms:** All rights, duties, liabilities, and obligations accrued prior to termination will survive termination.
15. **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and shall terminate on the earlier of: (i) May 1, 2024, or when the requirements set forth in this Agreement are completed; (ii) when terminated by mutual agreement of the Parties; or, (iii) at City's discretion, upon City returning all Grant Funding to EIC that it has received under this Agreement. Upon termination of this Agreement as specified herein, all rights, duties, and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.
16. **Entire Agreement:** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.



**DRAFT 10/12/22**

**CITY OF KERRVILLE, TEXAS**

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

By: \_\_\_\_\_  
Judy Eychner, Mayor

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

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Kesha Franchina, Secretary for the EIC

APPROVED AS TO FORM:

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

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# River Trail Downtown Improvements-Sections 1 and 2

## Preliminary Engineer's Estimate

August 2022

Item No.	Description	Quantity	Unit	UNIT COST	TOTAL COST
1	<b>Mobilization and Demobilization</b> as necessary for the Contract Documents (5%)	1	LS	\$40,000.00	\$40,000.00
2	<b>Brush Clearing/Pruning</b> , along new trail alignment, complete in place as specified and indicated in the plans.	1	LS	\$45,000.00	\$45,000.00
3	<b>Earthwork for Site</b> , to include all rough grading and fine grading for entire site including any importing or removal of excess fill as needed, topsoil placement, complete in place as specified and indicated in the plans.	1	LS	\$90,000.00	\$90,000.00
4	<b>10' Wide Concrete Trail w/30" Toedown</b> , to include all trail paving, complete in place as specified and indicated in the plans	1400	LF	\$240.00	\$336,000.00
5	<b>Elevated Concrete Trail</b> , including excavation, concrete headwalls, concrete paving on top of culverts, and all necessary construction as detailed in drawings and specifications, complete in place as specified and indicated in the plans	100	LF	\$450.00	\$45,000.00
6	<b>Limestone Block Retaining Walls</b> , complete in place as specified and indicated on plans.	60	EA	\$350.00	\$21,000.00
7	<b>Rock Rip Rap</b> as required, complete in place as specified and indicated in the plans.	55	CY	\$380.00	\$20,900.00
8	<b>Turf Reinforcement Mat with Seed</b> , to include erosion control mat and Rye grass seed including fine grading, raking, fertilization, and temporary irrigation as necessary to cover disturbed areas, complete in place as specified and indicated in the plans.	400	SY	\$32.00	\$12,800.00
9	<b>Seeding</b> , includes fine grading, raking, fertilization, and temporary irrigation as necessary to cover disturbed areas, complete in place as specified and indicated in the plans.	1	LS	\$22,300.00	\$22,300.00
10	<b>Bridge over Clay Street Drainage Outfall (Box Culverts)</b>	1	LS	\$42,000.00	\$42,000.00
11	<b>SWPPP</b> , design and provide Storm Water Pollution Prevention Plan, as required for construction of Trail Improvements project, complete as specified and indicated on plans.	1	LS	\$40,000.00	\$40,000.00
ESTIMATED CONSTRUCTION COST					\$715,000.00
20% CONTINGENCY					\$143,000.00
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>					<b>\$858,000.00</b>
10% ENGINEERING DESIGN FEE					\$85,800.00
3% CONSTRUCTION PHASE SERVICES AND TESTING FEE					\$25,740.00
3% ADDITIONAL SERVICES FEE (SURVEY/GEOTECH)					\$25,740.00
<b>TOTAL ESTIMATED SECTION 1 COST</b>					<b>\$995,280.00</b>



**Hewitt Engineering Inc.**  
 Consulting Engineering Services  
 716 Barnett Street • Kerrville, Texas 78028 • 830.315.8800  
 TBPE Registration No. F-10739 • www.hewitt-inc.com

## DOWNTOWN RIVER TRAIL SEGMENT MAP

EXHIBIT 1

