



# KERRVILLE CITY COUNCIL WORKSHOP AGENDA

AUGUST 27, 2024, 4:00 PM

CITY HALL, 701 MAIN STREET, KERRVILLE, TEXAS



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

**CALL TO ORDER:** *By Mayor Joe Herring, Jr.*

1. **PUBLIC COMMENTS:** *A member of the public may address City Council regarding an item on this agenda. Comments must be relevant to the agenda item. This is not intended to be a question and answer session. Prior to speaking, each speaker must fill out the speaker request form and submit it to the City Secretary. The speaker request form must be submitted before the meeting is called to order. Each speaker is limited to four minutes.*

**2. INFORMATION AND DISCUSSION:**

**K** KERRVILLE 2050 *Proposed funding request to the City's Tax Increment Reinvestment Zone No. 1 (TIRZ #1) for costs associated with engineering/design for a roundabout at the intersection of Schreiner Street and Clay Street. (M Hornes, Assistant City Manager)*

Attachments: [Schreiner Roundabout Design Scope and Fee.pdf](#)

[20240827\\_Map Clay-Schreiner traffic circle.pdf](#)

**K** KERRVILLE 2050 *Current downtown river trail project and recommendations for next steps. (M Hornes, Assistant City Manager)*

**K** KERRVILLE 2050 *Presentation of Tree Preservation regulations. (D Paxton, Director of Zoning and Development)*

Attachment: [20240827\\_Tree Preservation Ordinance Draft 8-22-24.pdf](#)

**K** KERRVILLE 2050 *Community Arts Program Update. (A Boyle, Director of Parks & Recreation / K Boyette, Community Arts Program Director at Kerrville Convention and Visitors Bureau)*

Attachment: [20240827\\_Community Arts Program\\_CCworkshop.pdf](#)

3. **EXECUTIVE SESSION:** *City Council may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above if meeting qualifications in Chapter 551 of the Texas Government Code. City Council reserves the right to meet in executive session on the following issue(s):*

**K** KERRVILLE 2050 *Bluewood Multifamily Development (551.087, deliberation regarding economic development negotiations) (M Hornes, Assistant City Manager)*

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

**ADJOURN.**

*(NOTE: THE MAYOR MAY ADJOURN THE WORKSHOP IMMEDIATELY FOLLOWING EXECUTIVE SESSION; COUNCIL DOES NOT TAKE ACTION DURING EXECUTIVE SESSIONS).*



## TO BE CONSIDERED BY THE CITY COUNCIL WORKSHOP CITY OF KERRVILLE, TEXAS

---

**SUBJECT:** Proposed funding request to the City's Tax Increment Reinvestment Zone No. 1 (TIRZ #1) for costs associated with engineering/design for a roundabout at the intersection of Schreiner Street and Clay Street. *(M Hornes, Assistant City Manager)*

**AGENDA DATE OF:** August 27, 2024

**DATE SUBMITTED:** August 9, 2024

**SUBMITTED BY:** Michael Hornes, Assistant City Manager

**EXHIBITS:**

---

<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

---

**Kerrville 2050 Item?** Yes

**Key Priority Area** C - Community / Neighborhood Character and Place Making

**Guiding Principle** N/A

**Action Item** C4.9 - Consider the installation of a roundabout at Clay and Schreiner with a design that incorporates the history of the city and/or sense of place

---

**SUMMARY STATEMENT:**

6S Engineering has provided city staff with a scope and fee for design engineering, bid and construction phase services for a roundabout at the intersection of Schreiner Street and Clay Street. The TIRZ board was briefed at their last meeting about the project. Staff is recommending that City Council authorize staff to present a request to the TIRZ board to approve the use of TIRZ funds for this project design. As a part of that design, 6S will provide the City with a opinion of probable cost, which is unknown at this time.

**Scope of Design Services:**

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. Utility Coordination- 6S will continue to coordinate utilities to be adjusted. Water and sewer is not anticipated to be designed.

C. 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 Sheets (3 Sheets) – Plans will be designed and placed at a layout of 22"x34". These sheets will include a centerline stationing offset from a stationary point. Two additional sets will be provided as 11"x17" sheets
- 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.
- A Subsurface drainage design upgrade is necessary. 6S will visit the project site and coordinate with the city to provide a design. The proposed drainage system is intended to tie into the existing outfall system within the project limits. Design will not be provided any further than 50 ft from the intersection. The drainage design will be provided on a max of two plan sheets with no more than 2 detail sheets.
- A signage and striping plan sheet will be provided.

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

E. 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.

F. Opinions of Probable Construction Cost – Opinions of Probable construction cost will be estimated at 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.

G. There will be 2 design submittals; 60% and Final Design.

H. Project Geotechnical (Additional Service)- 6S will utilize a Geotechnical Engineering firm to provide one (1) 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. A general budget number has been provided.

The scope and fee is also attached for reference.

#### **RECOMMENDED ACTION:**

Staff recommends approaching TIRZ board for project funding.

#### **ATTACHMENTS:**

*Schreiner Roundabout Design Scope and Fee.pdf*  
*20240827\_Map Clay-Schreiner traffic circle.pdf*



June 5, 2024

City of Kerrville  
701 Main Street  
Kerrville, Texas 78028

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

Regarding: 2024 Schreiner Street Roundabout Design  
6S Project No. 2024-004-02

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 roundabout design at the intersection of Schreiner Street and Clay Street.

**PROJECT DESCRIPTION:**

6S will provide design engineering, bid and construction phase services for a roundabout at the intersection of Schreiner Street and Clay Street.

**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:

Design Engineering

- 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. Utility Coordination- 6S will continue to coordinate utilities to be adjusted. Water and sewer is not anticipated to be designed.
- C. 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 Sheets (3 Sheets) – Plans will be designed and placed at a layout of 22"x34". These sheets will include a centerline stationing offset from a stationary point. Two additional sets will be provided as 11"x17" sheets
  - 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.
- A Subsurface drainage design upgrade is necessary. 6S will visit the project site and coordinate with the city to provide a design. The proposed drainage system is intended to tie into the existing outfall system within the project limits. Design will not be provided any further than 50 ft from the intersection. The drainage design will be provided on a max of two plan sheets with no more than 2 detail sheets.
- A signage and striping plan sheet will be provided.

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

E. 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.

F. Opinions of Probable Construction Cost – Opinions of Probable construction cost will be estimated at 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.

G. There will be 2 design submittals; 60% and Final Design.

H. Project Geotechnical (Additional Service)- 6S will utilize a Geotechnical Engineering firm to provide one (1) 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. A general budget number has been provided.

**QA/QC:**

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

**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. This project will be bid on CivCAST. Questions will be answered on CivCAST only.

Attend pre-bid conference and prepare necessary addenda to provide clarification and interpretation to bidders. This meeting may be held on Web-X if necessary due to current public health concerns.

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

### **Construction Administration Services**

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 bi-weekly 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) 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 5 months). Additional Services will be necessary after this period.**

**Exclusions:**

- Traffic Impact Analysis
- Utility Design
- ADA Review
- Construction inspection

**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:**

Design Engineering- 4 Month from authorization

**PAYMENTS TO ENGINEER:**

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

**Design Engineering**

Project Start-up .....	\$500.00
Utility Coordination: .....	\$700.00
Roadway Design .....	\$21,000.00
Drainage Design.....	\$14,000.00
Front End Documents & Specifications:.....	\$3,500.00

Mr. Kyle Burow, P.E.

City of Kerrville

June 5, 2024

Page 5 of 6

Signage and striping plan .....	\$2,500.00
Traffic Control Phasing Plans:.....	\$3,000.00
Opinions of Construction Cost: .....	\$2,000.00
QA/QC:.....	\$2,000.00
Final Plan Submittal:.....	\$1,500.00

**Design Engineering (Lump Sum):.....\$50,700.00**

**Additional Services**

Geotechnical Engineering (Budget).....	\$6,800.00
Water and Sewer Main Adjustment Sheet(6S) .....	\$4,500.00
Survey Control update from 2019 .....	\$3,500.00

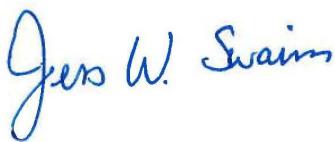
**Bid & Construction Phase**

Bid Phase .....	\$3,000.00
Construction Admin Phase (Anticipated 8 months).....	\$24,000.00
Mileage and Expenses .....	\$1,600.00

**Total Project Cost (Lump Sum):.....\$94,100.00**

Invoicing will occur monthly on a percent complete basis. 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. Limit of liability shall not exceed the proposal amount.

Sincerely,



Jess W. Swaim, 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.~~ O/S

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's 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.~~ O/S

**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.~~ O/S

**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.~~ O/S

**13. LITIGATION**

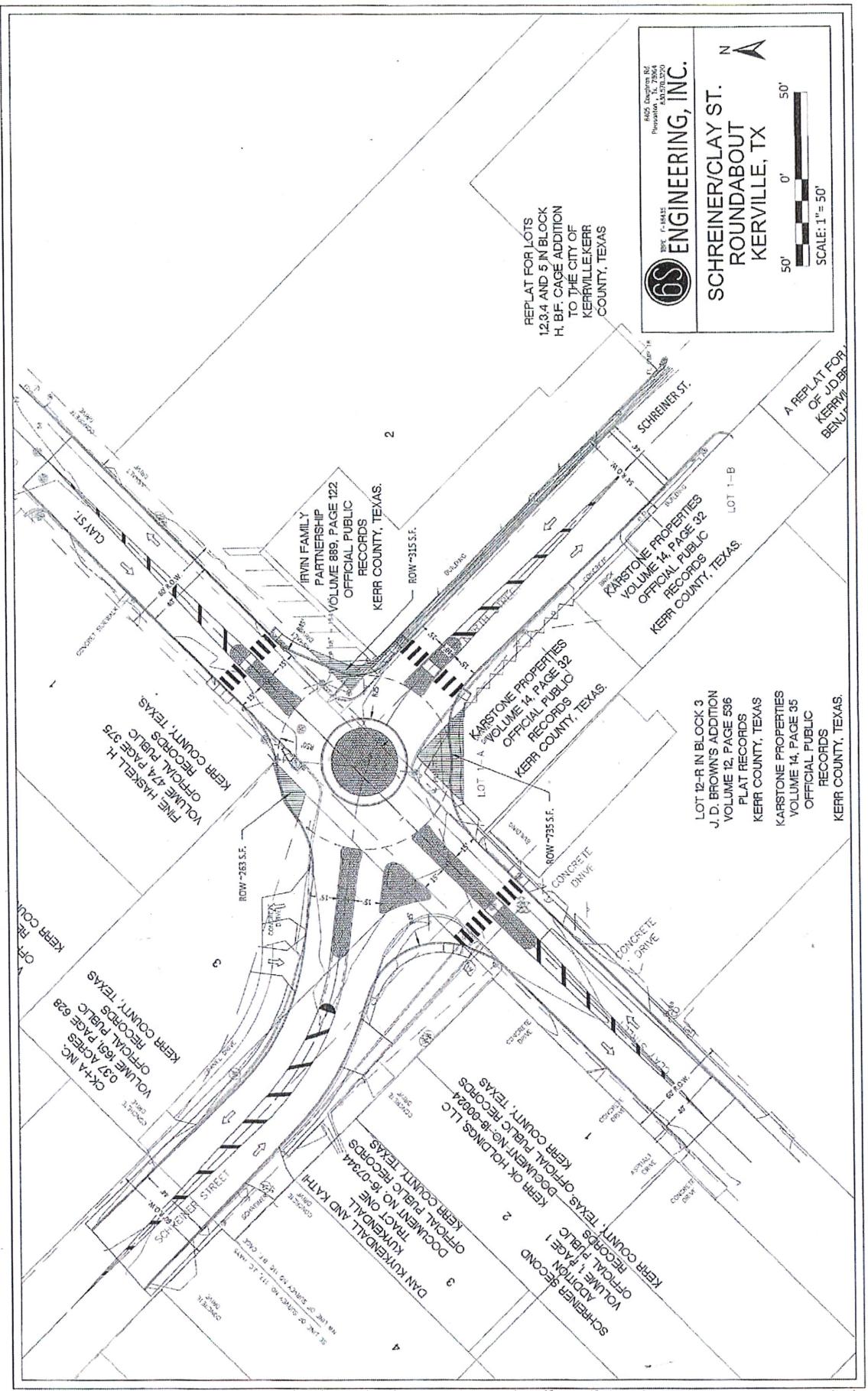
This Agreement shall be construed under and in accordance with the internal law, and not the law of conflicts, of the State of Texas. In the event legal action is brought by CLIENT or 6S against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and 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.~~ O/S





## TO BE CONSIDERED BY THE CITY COUNCIL WORKSHOP CITY OF KERRVILLE, TEXAS

---

**SUBJECT:** Current downtown river trail project and recommendations for next steps. (M Hornes, Assistant City Manager)

**AGENDA DATE OF:** August 27, 2024      **DATE SUBMITTED:** August 12, 2024

**SUBMITTED BY:** Michael Hornes, Assistant City Manager

**EXHIBITS:**

---

<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

---

**Kerrville 2050 Item?** Yes

**Key Priority Area** P - Parks / Open Space / River Corridor

**Guiding Principle** N/A

**Action Item** P6.5 - Continue developing a vision/plan and identify funding options to extend the River Trail

---

**SUMMARY STATEMENT:**

Staff recommends the cancellation of the current Downtown River Trail construction project from Tranquility Island to the overlook pavilion. Cancelling the agreement with EIC will allow city staff to focus on obtaining the necessary easements from Tranquility Island past the overlook and all the way down to the G Street bridge. Once complete, the City can begin applying for funding through the Texas Department of Transportation's (TxDOT) Transportation Alternatives (TA) program. By pursuing this course of action, the City of Kerrville can ensure a more comprehensive, well-planned, and financially supported project that meets long-term community goals.

The Downtown River Trail project is a key component of Kerrville's broader vision for enhancing connectivity, promoting outdoor recreation, and boosting economic development through increased tourism. The current phase of construction, extending from Tranquility Island to the overlook pavilion, has encountered challenges related to securing the necessary easements. Without these easements, the project cannot proceed as planned, which has lead to delays, increased costs, and an approaching construction completion deadline.

TxDOT Transportation Alternatives program offers an opportunity to secure substantial





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

---

**SUBJECT:** Presentation of Tree Preservation regulations. (*D Paxton, Director of Zoning and Development*)

**AGENDA DATE OF:** August 27, 2024      **DATE SUBMITTED:** August 15, 2024

**SUBMITTED BY:** Drew Paxton, Planning Director

**EXHIBITS:**

---

<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

---

**Kerrville 2050 Item?** Yes

**Key Priority Area**      C - Community / Neighborhood Character and Place Making  
**Guiding Principle**      N/A  
**Action Item**      C4.3 - Consider a tree preservation ordinance

---

**SUMMARY STATEMENT:**

Presentation of the draft Tree Preservation ordinance.

**RECOMMENDED ACTION:**

Provide consensus and direction for staff to create a draft ordinance.

**ATTACHMENTS:**

[\*20240827\\_Tree Preservation Ordinance Draft 8-22-24.pdf\*](#)

---

## **ARTICLE ##. COMMERCIAL AND RESIDENTIAL SUBDIVISION TREE PRESERVATION**

### **Sec. 104-1. Purpose.**

(a) This article implements the following provisions of the Kerrville Comprehensive Plan:

- (1) Preserves the neighborhood character of Kerrville;
- (2) Improves the quality of living for Kerrville citizens;
- (3) Preserves and enhances the rural atmosphere of Kerrville;
- (4) Responsibly protects the natural environmental resources of Kerrville;
- (5) Preserves the rugged beauty and natural environment that defines the Hill Country character of Kerrville and makes it a unique and desirable community; and
- (6) Prevents the clear-cutting of land.

### **Sec. 104-2. Definitions.**

For the purposes of this chapter, the following phrases, terms, words, and their derivation shall have the meanings given in this section.

*Caliper.* The diameter of a tree four feet above the natural grade, measured with a tree caliper instrument or a flexible tape. If a tape is used, the circumference of the tree should be measured and the result divided by 3.14 to determine the diameter.

*Categories of tree preservation.* The designations "large tree species," "small tree species," and "heritage" are established for the purposes of applying the requirements of this chapter. See Table 1.0 for tree preservation categories and preservation rates.

*City administrator.* The person appointed by the city council to administer city ordinances related to land development. The city administrator is expected to consult with experts, as necessary, to carry out the provisions of this chapter.

*City arborist.* The person(s) appointed by the city council to implement and enforce provisions of this chapter as requested by the city administrator. A professional arborist certified and/or degreed in horticulture, forestry or a closely related field with expertise in forestry, landscape design, and tree preservation. reviews, implements, and enforces this chapter, landscaping requirements, tree surveys, landscaping plans, irrigation plans, and tree preservation plans. Inspects, on behalf of the city, parcels to determine compliance with city requirements.

*Commercial development.* All commercial (industrial, office, multifamily, institutional, and retail) property to be developed or redeveloped, including additions and alterations to the structure or outdoor areas, such as parking lots or driveways.

*Covered species.* Any existing living tree of any species or type, as defined in Table 1.0 "Protected Tree Preservation Categories and Preservation Rates."

*Dripline.* The area of ground surrounding the trunk of a tree considered essential to protecting the root structure of a tree. For the purposes of this chapter, the dripline shall be calculated at one foot for every one inch of caliper width measured at four feet above natural grade level. Construction may encroach into the dripline area of a tree, provided that alternative construction methods for protecting a tree are approved by the city arborist.

*Multi-trunk tree.* A tree having two or more trunks arising from the root collar or main trunk.

*Preservation rate.* The amount of total inches or area—if using the tree stand delineation method—to be preserved onsite and shall be calculated for each category and not as a whole.

---

---

Example: Total protected "Large Tree Species" inches onsite = 10,000; Preservation rate = 40%;  $10,000 \times 40\% = 4,000$  inches shall be preserved.

Example: Total protected "Small Tree Species" inches onsite = 1,000; Preservation rate = 40%;  $1,000 \times 40\% = 400$  inches shall be preserved.

Example: Total "Heritage" inches onsite = 1,000; Preservation rate = 60%;  $1,000 \times 60\% = 600$  inches shall be preserved.

*Protected tree.* Trees that, by virtue of their size or species, are protected by this chapter.

- (1) *Large tree species.* Trees of a covered species. See Table 2.0.
- (2) *Small tree species.* Trees of designated small tree species. See Table 2.0.
- (3) *Heritage tree.* Any protected large tree species that is greater than a 18-inch caliper trunk and any protected small tree species that is greater than an eight-inch caliper trunk. See Table 1.0.
- (4) *Non-protected tree.* Any living tree that the city arborist certifies in writing is injured, dying, diseased, or infested with harmful insects; that is in danger of falling, interferes with utility service, or creates unsafe vision clearance; or, in any manner, creates a hazardous or dangerous condition so as to endanger the public health, welfare, or safety, is not a Protected Tree.

*Residential subdivision development project.* Any and all real property meeting the definition of subdivision as set forth in Code section ##### which has been platted for single-family home construction.

*Root protection zone (RPZ).* The area around the base of a tree in which limited construction may take place.

*Tree stand delineation.* An alternative to the standards tree survey methodology. This option can be used in lieu of an "on-the-ground" tree survey required for the tree preservation and removal permit. This methodology uses a current aerial photograph and overlays the proposed development onto a photograph to determine the tree preservation rate, as described in Table 1.0. Heritage trees shall be shown on the plan only if they fall within the proposed development.

TABLE 1.0 PROTECTED TREE PRESERVATION CATEGORIES AND PRESERVATION RATES			
Covered Species	"Large Tree Species"	"Small Tree Species"	Preservation Requirement
<b>Protected Category</b>	Large Tree Species (other than Hackberry) that are: 8" to 18" caliper	Small Tree Species that are: 6" to 8" caliper	40% of the total protected inches or area, if alternative tree stand option used
	Hackberry: 10" caliper or greater		
<b>Heritage Category</b>	Large Tree Species that are: Greater than 18" caliper	Any Small Tree Species that are: Greater than 8" caliper	60% of the total protected inches or area, if alternative tree stand option used
<b>100 Year Floodplain Category</b>	All Protected and Heritage Category Trees	All Protected and Heritage Category Trees	80% of the total protected inches or area, if alternative tree delineation stand option used

**Table 2.0**

**INSERT CoK Tree List or reference separate exhibit.**

---

### **Sec. 104-3. Applicability.**

- (a) Commercial and residential subdivision developments within the city's corporate limits and its extraterritorial jurisdiction are subject to the tree removal, preservation, and/or pruning restrictions and permitting requirements established within this ordinance.
- (b) Oak wilt restrictions and permit requirements contained within section 104-6, tree pruning restrictions, shall apply to all real property within the city's corporate limits and its extraterritorial jurisdiction.
- (c) All professional tree care or landscaping companies shall obtain a permit from the city prior to any tree trimming, de-mossing, or tree removal within the city's corporate limits and its extraterritorial jurisdiction.

(Ord. No. 376, § 1, 10-9-2008)

### **Sec. 104-4. Exceptions.**

The following authorized exceptions from the terms and provisions of this article shall apply:

- (1) In the event that any protected or heritage tree is determined by the city arborist to be in a hazardous or dangerous condition so as to endanger the public health, welfare, or safety, written authorization for removal may be given by the city arborist and such Protected or heritage tree may then be removed.
- (2) During the period of an emergency, such as a tornado, storm, flood, or other act of God, the requirements of this article may be waived by the city council for the affected area or areas.
- (3) All licensed plant or tree nurseries shall be exempt from the terms and provisions of this article only in relation to those trees planted and growing on the premises of said licensee, that are so planted and growing for the sale or intended sale to the general public in the ordinary course of said licensed business.
- (4) Utility companies franchised or otherwise authorized to provide utility service may prune or remove protected or heritage trees that endanger public health, safety, and welfare by interfering with utility service, provided that the removal is the minimum necessary for the utilities to function properly and no other alternative is available.
- (5) The mowing, clearing, and grubbing of brush located within or under the drip lines of protected or heritage trees shall be allowed, provided such mowing, clearing, or grubbing is not implemented by use of bulldozers, loaders, or other construction or earth moving equipment.
- (6) Areas contained within public and private rights-of-way or utility or drainage easements, provided that the applicant demonstrates that the removal is necessary for the rights-of-way and easements to function properly.
- (7) All municipal functions and activities of the City of Kerrville are exempt from the application, terms, and provisions of this chapter.
- (8) Exempt from such restrictions and permit requirements are:
  - a. Non-contiguous established single-family, owner- or lessee-occupied housing, three acres or less, platted or unplatted, located within a district zoned residential;
  - b. Non-contiguous vacant single-family residential lots, three acres or less, platted or unplatted, located within a district zoned residential;

---

- c. Items 104-4(8)(a) or (b) greater than three acres, platted or unplatte, within a subdivision regulated by deed restrictions prohibiting subdivision of real property.

### **Sec. 104-5. Permit for tree preservation and removal.**

- (a) *Purpose.* The purpose of this article is to provide a review process to preserve the existing natural environment, whenever possible, and to encourage the preservation of trees throughout construction and/or development. Commercial and residential subdivision developments within the city's corporate limits and its extraterritorial jurisdiction are subject to the tree removal, preservation, and/or pruning restrictions and permit requirements established within this article.
- (b) *Permit information.* The information required for a tree preservation and removal permit is located on the **tree preservation and removal permit application**.
- (c) *Original tree survey.* The tree survey submitted with the original application for a tree preservation and removal permit shall be the reference by which all subsequent tree removal permits for the tract(s) or portions of the tract(s) are reviewed. An applicant shall not circumvent the minimum preservation requirements set forth in this article through the filing of multiple tree removal applications.

### **Sec. 104-6. Tree pruning restrictions.**

- (a) *Applicability.* Tree pruning restrictions shall apply to all real property within the city's corporate limits and its extraterritorial jurisdiction.
- (b) *Required pruning.* The city shall have the right to prune overhanging trees which interfere with the visibility of any traffic control device, sign, or roadway, as necessary, to preserve the public safety.
- (c) *Tree topping.* It shall be unlawful for any commercial or residential subdivision development or utility company to severely cut back limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree without the city arborist's approval.
- (d) *Branch/root pruning and wounded trees.* All broken branches and exposed roots one-half-inch in diameter or greater of any protected, heritage, or replacement tree shall be cut cleanly. In the case of oak species susceptible to oak wilt, wounds must be painted with an acceptable wound dressing within 30 minutes from the time of cutting.
- (e) *Oak wilt.* Trimming or cutting of any oak tree susceptible to oak wilt is prohibited within the corporate limits and extraterritorial jurisdiction of the City of Kerrville from the first day of February to the last day of May. Permission, however, may be granted to any entity wishing to trim or cut an oak tree susceptible to oak wilt during the prohibited months, provided that the entity contracts with a licensed professional tree care or landscaping company. The professional tree care or landscaping company shall obtain a permit from the city prior to any tree trimming, de-mossing, or removal in the city. In the case of oak species susceptible to oak wilt, wounds must be painted with an acceptable wound dressing within 30 minutes from the time of cutting. All trimming tools shall be cleaned with a disinfectant after each use to prevent spreading of the disease.

### **Sec. 104-7. Protected and heritage trees: removal, replacement, relocation, and penalties.**

- (a) *Removal of protected and heritage trees.* No commercial or residential subdivision development, directly or indirectly, shall cut down, destroy, remove, or effectively destroy through damaging, any protected or heritage tree within the City of Kerrville or extraterritorial jurisdiction without first obtaining a tree preservation and removal permit.

---

(b) *Replacement Trees.* Should the required tree preservation percentage fall below the required percentage threshold, it shall be the responsibility of any person obtaining a tree preservation and removal permit for a protected tree to provide replacement tree(s) having a total caliper width equal to that of the trees to be removed (1:1 replacement). Further, it shall be the responsibility of any person obtaining a tree preservation and removal permit for a heritage tree to provide replacement tree(s) having a total caliper width equal to three times that of the trees to be removed (3:1 replacement). In considering a mitigation method, the city arborist shall weigh the value of established smaller trees, clumps of trees, and natural vegetation that could be retained to meet the requirements of this article so that the addition of replacement trees may not be required.

(1) Such replacement trees shall:

- a. Have a minimum caliper width of two inches; and
- b. Have a minimum height of at least eight feet when planted.

(2) No more than 35 percent of replacement trees may be of the same species.

(3) A replacement tree that dies within one year of the date it was planted must be replaced by another tree, and a new one year warranty period shall start for that tree.

(c) *Mitigation in lieu of replacement.* Mitigation may be paid to the City of Kerrville instead of providing replacement trees required by this article.

- (1) This provision is limited to 50 percent of the required protected and heritage tree replacement.
- (2) Any such payments shall be deposited to the tree mitigation and replacement fund.
- (3) The per-caliper-inch cash value for replacement trees and planting is \$150.00 per caliper inch.

(d) *Penalties for unauthorized removal of protected and heritage trees.* If any protected or heritage trees are removed or injured by a commercial or residential subdivision development and such removal or injury constitutes a violation of this article, the city shall have the authority to enact the following administrative and civil penalties on the property owner:

- (1) A monetary penalty of \$500.00 per caliper inch of each protected or heritage tree removed or injured. Fines paid to the City of Kerrville as penalties shall be deposited into the tree mitigation and replacement fund.
- (2) Replacement with tree(s) having a total tree caliper equal to five times that of the illegally removed or injured tree(s). Such replacement trees shall each have a minimum caliper width of four inches and a minimum height of at least nine feet.

(e) *Replanting of protected and heritage trees.* No commercial or residential subdivision development, directly or indirectly, shall move any protected or heritage tree on or from any real property within the City of Kerrville without first obtaining a tree preservation and removal permit.

(f) *Replanting standards.* Only those trees meeting the applicable Texas Association of Nurserymen Grades and Standards, as reviewed and approved by the city arborist, shall satisfy the tree replanting requirements contained herein.

## **Sec. 104-8 Tree Preservation Incentives.**

An individual may apply for, and subject to verification, shall receive incentives for tree preservation as follows:

(a) *Parking Space Reduction.* Upon application and verification by the City Arborist, an individual shall be entitled to a reduction in the minimum parking requirements to help meet the minimum tree preservation requirements. For the purpose of providing an incentive, the said minimum parking requirements may be reduced by one (1) parking space for every four (4) diameter inches of trees that have been protected or

---

mitigated on a site. The City Arborist shall issue a certificate to the appropriate city department(s) confirming that a reduction has been earned under this section. Up to fifteen (15) percent of the required spaces may be waived, however, a waiver in excess of fifteen (15) percent of the required spaces must be approved by the director of planning and development services or the director's designee, and no waiver may exceed thirty (30) percent of the required spaces. A waiver of up to fifty (50) percent of the minimum parking spaces required may be granted if the plan will result in the preservation of woodlands or significant stands of trees in a natural state in excess of the minimum tree preservation requirements. If used, the incentive provided by this subsection shall control over any other conflicting provision of this article.

- (b) Sidewalks. Where the development review committee determines that preservation of trees warrants the elimination, reduction in width, alternative routing, or modification to the sidewalk and curb requirements in accordance with the tree preservation standards, a waiver may be granted.
- (c) Tree Cluster(s). In order to emphasize the importance of preserving trees in a cluster during development, additional tree preservation credit will be given as follows:
  - 1. Cluster(s) of three (3) or more trees less than ten (10) feet apart without existing understory will be calculated at one hundred five (105) percent for each tree within the cluster with a minimum DBH size of two and one-half (2½) inches.
  - 2. Cluster(s) of three (3) or more trees less than ten (10) feet apart with existing understory will be calculated at one hundred fifteen (115) percent for each tree within the cluster with a minimum DBH size of two and one-half (2½) inches.
- (d) Minimum Lot Size and Setbacks. The board of adjustment may approve a variance to the minimum lot size and setback requirements of the applicable zoning district for an individual lot or lots where the applicant demonstrates the following:
  - 1. Compliance with the minimum lot size or setback requirement is needed to preserve a protected tree or heritage tree; and
  - 2. If the tree permit application is pursuant to a proposed subdivision plat, the average lot size of the proposed subdivision will equal or exceed that of the applicable zoning district; and
  - 3. The public purpose involved in protecting the tree exceeds the public purpose of complying with minimum lot size or setback requirements

### **Sec. 104-9. Tree protection measures.**

The following tree protection measures shall be required:

- (a) Prior to commercial or residential subdivision development, property owners shall establish and maintain a root protection zone and install four-foot high plastic (or equivalent) safety fencing outside the drip line of protected and heritage trees for the duration of construction and development. Trees shall not be pruned to reduce the root protection zone.
- (b) During construction or development of commercial or residential subdivision developments, the property owner shall prohibit the cleaning of equipment or materials and/or the disposal of any waste material, including, but not limited to, paint, oil, solvents, asphalt, concrete, mortar, etc. under the canopy or within the drip line of any protected or heritage tree.
- (c) No attachments or wires of any kind, other than those of a protective nature, shall be attached to any tree during construction or development of commercial or residential subdivision developments.
- (d) With major grade changes of six inches or greater resulting from placement of fill material, a retaining wall or tree well of rock, brick, landscape timbers, or other approved materials shall be constructed around the tree no closer than six feet from the trunk of protected or heritage trees during

---

construction or development of commercial or residential subdivision developments. The top of the retaining wall or tree well shall be at the new finished grade.

- (e) Unless otherwise approved by the city arborist, no commercial or residential subdivision development construction or construction-related activity shall occur within the drip line of any protected or heritage tree.
- (f) Any trees removed during commercial or residential subdivision development shall be chipped or hauled off-site within 30 days of the time the trees were removed.

### **Sec. 104-10. Penalty upon failure to comply.**

- (a) In addition to any penalties specified elsewhere in this article, any person violating or failing to comply with any provision or requirement of this article shall be fined a minimum of \$250.00 and a maximum of the replacement cost of the tree, as determined by the municipal court. Each tree illegally removed or damaged shall constitute a separate offense. If the precise caliper of a tree cannot be determined, the cost of replacement shall be established by the city arborist based upon his or her estimate of the total caliper inches of the removed or damaged tree(s).
- (b) Failure of any party to follow the procedures of this article shall constitute grounds for withholding or revoking site plan approval, building permits, occupancy permits, or any other appropriate approvals necessary to continue development. Such sanctions, however, may be instituted immediately at the direction of the city administrator after consultation with the city attorney. The city administrator shall inform the mayor of all actions taken pursuant to this subsection and present the matter to the city council without delay. In the case of emergency to prevent the unauthorized removal of trees, the mayor may direct the city attorney to petition a court of competent jurisdiction for injunctive relief directing compliance with this subsection.
- (c) In addition to any other remedies or penalties contained herein, the city may enforce the provisions of this article pursuant to the applicable provisions of Chapter 54 of the Texas Local Government Code, which chapter provides for the enforcement of municipal ordinances.

### **Sec. 104-11. Jurisdiction.**

- (a) To ensure compatibility with the master plan and this article, the city arborist shall have the authority to review and act on all tree preservation and removal permits for commercial and residential subdivision developments within the city and its extraterritorial jurisdiction (ETJ). Plans shall be approved, approved with conditions, or denied. The city arborist shall provide comments to the property owner or designated representative as to the disposition of each tree preservation and removal permit application.
- (b) *Appeal to city council.* Any applicant or party aggrieved by a decision of the city arborist, city administrator, or municipal employee may appeal such decision to the city council. Such notice of appeal must be filed with the city administrator within ten working days of the decision in question. Such appeal shall stay the issuance of a building permit and shall be placed on the agenda for the next regular or special city council meeting. The board of adjustment shall be without jurisdiction to hear or decide any appeal authorized by this subsection.

### **Sec. 104-12. Enforcement.**

The city arborist, city administrator, and code compliance officer are hereby charged with the responsibility for the enforcement of this article and may serve notice to any person in violation thereof or institute legal proceedings, as may be required. The city attorney is hereby authorized to institute appropriate proceedings to that end.

---

---

### **Sec. 104-13. Variances.**

- (a) Variances to any decision of the city arborist, city administrator, code compliance officer, municipal employee, or to the terms of this article may be granted by the city council where a literal enforcement of the provisions of this article will result in unnecessary hardship. A variance request must be submitted to the city administrator in writing setting out the basis for the request. No variance shall be granted unless:
  - (1) Such variance will not be contrary to public interest;
  - (2) Such variance will be in harmony with the spirit and purposes of this article;
  - (3) The plight of the owner of the property for which the variance is sought is due to unique circumstances existing on the property, and the unique circumstances were not created by the owner of the property and are not merely financial; and
  - (4) The variance will not substantially weaken the general purposes of this article.
- (b) After review of the variance request, the city council may:
  - (1) Approve the variance; or
  - (2) Deny the variance; or
  - (3) Grant the variance with such conditions as may be necessary for the furtherance of the purposes of municipal tree preservation in keeping with the spirit and intent of the ordinance.

### **Sec. 104-14. Liability.**

Nothing in this chapter shall be deemed to impose any liability for damages or a duty of care and maintenance upon the city or upon any of its officers or employees. The person in possession of public property or the owner of any private property shall have a duty to keep the trees and landscaping upon the property and under their control in a safe, healthy condition. Any person who feels a tree located on property possessed, owned, or controlled by them is a danger to the safety of themselves, others, or structural improvements on-site or off-site shall have an obligation to secure the area around the tree or support the tree, as appropriate to safeguard both persons and improvements from harm.

### **Secs. 104-15—104-20. Reserved.**



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

---

**SUBJECT:** Community Arts Program Update. (A Boyle, Director of Parks & Recreation / K Boyette, Community Arts Program Director at Kerrville Convention and Visitors Bureau)

**AGENDA DATE OF:** August 27, 2024      **DATE SUBMITTED:** August 16, 2024

**SUBMITTED BY:** Ashlea Boyle, Director Parks & Recreation

**EXHIBITS:**

---

<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

---

**Kerrville 2050 Item?** Yes

**Key Priority Area** P - Parks / Open Space / River Corridor

**Guiding Principle** N/A

**Action Item** P6.7 - Encourage an art program or other enhancements for the walls under the Sidney Baker bridge; i.e., history like the lumber mill in Ingram

---

**SUMMARY STATEMENT:**

Katharine Boyette, the Director of the Community Arts Program (CAP) at the Kerrville Convention and Visitors Bureau, will present an update on CAP initiatives, including details about the artwork for the Louise Hays Park bridge underpass project. The artist art agreements will be on the regular agenda for consideration on the same evening.

**RECOMMENDED ACTION:**

For information and discussion. No action required.

**ATTACHMENTS:**

[20240827\\_Community Arts Program\\_CCworkshop.pdf](20240827_Community Arts Program_CCworkshop.pdf)



## LOUISE HAYS PARK UNDERPASS MURALS | DAAS

These vibrant murals, located under the Louise Hays Park Underpass Bridge along the Guadalupe River in Kerrville, TX, celebrate the region's rich natural beauty and biodiversity. Each mural is a vivid, abstract portrayal of local wildlife and landscapes, transforming the concrete pillars into a dynamic outdoor gallery.

The first mural titled "Birds and Blossoms" features a pair of striking golden-cheeked warblers, a nod to the unique bird species native to the area. They perch amidst a colorful, geometric foliage, symbolizing the harmony between the region's fauna and flora.

The second mural titled "River Reflections" transports viewers into the serene, colorful woods along the river. The mosaic-like depiction of trees, water, and a solitary deer creates a sense of peace and reflection, capturing the essence of the local ecosystem.

The third mural titled "Life Beneath The Surface" dives into the aquatic world of the Guadalupe River, showcasing a variety of fish species in a kaleidoscope of colors and shapes. This vibrant underwater scene highlights the river's vital role in supporting a diverse array of wildlife.

Together, these murals weave a cohesive narrative that honors and celebrates the natural wonders of Kerrville, inspiring both locals and visitors to appreciate and protect the environment.



LOUISE HAYS PARK UNDERPASS MURALS | DAAS

"Birds and Blossoms" features a pair of striking golden-cheeked warblers, a nod to the unique bird species native to the area. They perch amidst a colorful, geometric foliage, symbolizing the harmony between the region's fauna and flora.



pg.2

LOUISE HAYS PARK UNDERPASS MURALS | DAAS

"River Reflections" transports viewers into the serene, colorful woods along the river. The mosaic-like depiction of trees, water, and a solitary deer creates a sense of peace and reflection, capturing the essence of the local ecosystem.



pg.3

LOUISE HAYS PARK UNDERPASS MURALS | DAAS

"Life Beneath The Surface" dives into the aquatic world of the Guadalupe River, showcasing a variety of fish species in a kaleidoscope of colors and shapes. This vibrant underwater scene highlights the river's vital role in supporting a diverse array of wildlife.



pg.4

LOUISE HAYS PARK UNDERPASS MURALS | DAAS



pg.5