



**KERRVILLE CITY COUNCIL AGENDA**  
**REGULAR COUNCIL MEETING, APRIL 23, 2019, 6:00 PM**  
**CITY HALL COUNCIL CHAMBERS**  
**701 MAIN STREET, KERRVILLE, TEXAS**



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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.

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**CALL TO ORDER:**

*Mayor Bill Blackburn*

**INVOCATION:**

*Offered by Councilmember George Baroody*

**PLEDGE OF ALLEGIANCE TO THE FLAG:**

*Led by Councilmember George Baroody*

**1 ANNOUNCEMENTS OF COMMUNITY INTEREST:**

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

**2 VISITORS/CITIZENS FORUM:**

*Any citizen with business not scheduled on the agenda may speak to the City Council. Prior to speaking, each speaker must fill out the speaker request form and give it to the City Secretary. City Council may not discuss or take any action on an item but may place the issue on a future agenda. The number of speakers will be limited to the first ten speakers and each speaker is limited to four minutes.*

**3 PRESENTATIONS:**

3.A. Proclamation: National Travel and Tourism Week - May 5-11, 2019.

Attachments:

[20190423\\_Proclamation\\_Travel and Tourism Week May 2019 v2.pdf](#)

**4 CONSENT AGENDA:**

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

4.A. Minutes for the regular City Council meeting held April 09, 2019.

Attachments:

[20190423\\_Minutes\\_Council meeting 4-09-19.pdf](#)

4.B. Minutes for the Council Workshop held April 16, 2019 at 10:00am.

Attachments:

[20190423\\_Minutes\\_Council Workshop 4-16-19.pdf](#)

**END OF CONSENT AGENDA**

**5 PUBLIC HEARINGS:**

5.A. Public hearing regarding an ordinance for the City of Kerrville to annex into its incorporated limits with a zoning classification of Public & Institutional District ("PI") a portion of an approximately 35.05 acre tract of land out of the S. Wallace Survey No. 114, Abstract No. 348, and the S. Wallace Survey No. 113, Abstract No. 347; said portion of the tract located within Kerr County, Texas, and the Extraterritorial Jurisdiction of the City of Kerrville, Texas; consisting of the Property generally located adjacent to State Highway Loop 534. The portion of the tract that is located within the City of Kerrville is currently zoned both E-25 and Residential Cluster ("RC") Zoning Districts, said zoning which is proposed to be amended to Public & Institutional District ("PI"). (File No. 2019-007)

Attachments:

[20190416\\_Ord\\_Draft2\\_KISD Property\\_Loop 534\\_35.05 ac\\_031419 DRAFT.pdf](#)

[20190416\\_2019-007\\_MetesBounds.pdf](#)

[20190416\\_LocationMap\\_2019-007 - Zoning - PetersonMS.pdf](#)

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

6.A. Ordinance No. 2019-07 amending the City's "Zoning Code" by changing the zoning district for an approximate 4.09 acres, consisting of two tracts out of the Patrick Fleming Survey No. 666, Abstract No. 145, within the City of Kerrville, Kerr County, Texas; and more commonly known as the property located at 2011 Easy Street; by removing the property from the Gateway District and placing it within the 23-N Zoning District; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000); ordering publication; and providing other matters relating to the subject. (File No. 2019-006)

Attachments:

[20190423\\_Ordinance\\_2019-07 Zoning - 2011 Easy Street.pdf](#)

[20190423\\_LocationMap\\_2019-006 - Zoning - 2011 Easy.pdf](#)

[20190423\\_2019-006\\_MetesBounds.pdf](#)

6.B. Ordinance No. 2019-08 amending the City's "Zoning Code" by changing the zoning district for a portion of a 10.06 acre tract out of the Thornton F. Hollis Survey No. 143, Abstract No. 181, within the City of Kerrville, Kerr County, Texas, and more commonly known as 100 Concho Drive; by removing the area from an R-1 Residential Zoning District and Placing it within the Guadalupe River Zoning District; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000); ordering publication; and providing other matters relating to the subject. (File No. 2019-019)

Attachments:

[20190423\\_Ordinance\\_2019-08 Zoning - 100 Concho Drive.pdf](#)

[20190423\\_LocationMap\\_2019-019 - Zoning - 100 Concho.pdf](#)

[20190423\\_2019-019\\_MetesBounds.pdf](#)

**7 CONSIDERATION AND POSSIBLE ACTION:**

7.A. Project Funding Agreement between the City of Kerrville, Texas Economic Improvement Corporation and the City of Kerrville, Texas, for the construction project to extend Olympic Drive and wastewater services within the same area.

Attachments:

[20190423\\_Consideration\\_EIC Project Funding Agreement\\_041819.pdf](#)

[20190423\\_Consideration\\_Olympic Drive and Sewer EOPC.pdf](#)

[20190423\\_Consideration\\_Olympic Drive Additional Costs.pdf](#)

[20190312\\_Consideration\\_Olympic Drive\\_Preliminary Design.pdf](#)

[20190312\\_Consideration\\_Olympic Dr\\_Aerial Map.pdf](#)

 7.B. Interlocal Cooperation Agreement between City of Kerrville, Texas and Kerrville Independent School District: Olympic Drive Extension  
Attachments:  
[20190423\\_Consideration\\_Interlocal Cooperation Agreement with City of Kerrville and KISD - Olympic Drive.pdf](#)

 7.C. Authorize execution of professional services agreement with Civil Engineering Consultants for the design and engineering of the Olympic Drive Extension in the amount of \$156,000.  
Attachments:  
[20190423\\_Olympic Drive\\_Engineering Scope.pdf](#)

**8 INFORMATION & DISCUSSION:**

8.A. Presentation on information received and strategies learned concerning water resource management from the WaterNow Alliance 2019 Annual Summit - Tap Into Resilience  
Attachments:  
N/A

8.B. Financial update for the month ended March 31, 2019.  
Attachments:  
[20190423\\_Presentation\\_March 2019 financial presentation.pdf](#)  
[20190423\\_Presentation\\_March 2019 financial summary.pdf](#)

8.C. Monthly Community Improvement Project (CIP) Report.  
Attachments:  
[20190423\\_Information and Discussion\\_City Council CIP Project Update 2019.pdf](#)

**9 ITEMS FOR FUTURE AGENDAS:**

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

**10 EXECUTIVE SESSION:**

*City Council 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 Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel/officers), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Texas Government Code.*

**11 ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY**

**ADJOURNMENT.**



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

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**SUBJECT:** Proclamation: National Travel and Tourism Week - May 5-11, 2019.

**AGENDA DATE OF:** April 23, 2019      **DATE SUBMITTED:** Apr 17, 2019

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20190423\\_Proclamation\\_Travel and Tourism Week May 2019 v2.pdf](#)

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

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

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

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**SUMMARY STATEMENT:**

**RECOMMENDED ACTION:**

Mayor Blackburn to present the National Travel and Tourism Week Proclamation to Charlie McIlvain, Kerrville Convention and Visitors Bureau.

# PROCLAMATION

WHEREAS, National Travel and Tourism Week 2019, the 36<sup>th</sup> annual celebration of the contributions and accomplishments of the Travel Industry in the United States; and, is an annual tradition that was established by a congressional resolution in 1983 and first celebrated in 1984 with President Ronald Regan's signature; and

WHEREAS, Travel has a positive impact on Kerrville's economic prosperity in excess of \$110 million dollars annually, as it improves visitors well-being as they visit Kerrville and experience the product mix, which enhances the "Quality of Life" for residents of Kerrville; and

WHEREAS, The National Travel and Tourism Week's 2019 theme is "Travel Matters," is a recognition of the innumerable ways in which travel enriches lives and strengthens the Kerrville community through support of the Hill Country's arts, entertainment, educational, sports and recreational programs; and

WHEREAS, The Kerrville Convention & Visitors Bureau advertising campaign consisting of print media, television and social media, which promotes Kerrville as a top Texas destination and has a positive impact of visitor activity into Kerrville; and

WHEREAS, Kerrville is a well-respected leisure and meeting destination with a vibrant product mix with additional product components planned in the future; and

WHEREAS, Travel to Kerrville provides economic benefits for the city and its Citizens, as visitors spend over \$60 million dollars annually in Kerrville, by creating in excess of 1020 jobs and generating in excess of \$2 million dollars in local sales tax revenue paid by out-of-town guests, thereby decreasing residents' tax burden required to cover services enjoyed by all.

NOW, THEREFORE, I Bill Blackburn, Mayor of the City of Kerrville,  
do hereby proclaim May 5-11, 2019 as:

## "Travel and Tourism Week"

in Kerrville, Texas, and urge the citizens of Kerrville to join me as we welcome visitors to our community, recognize the importance and the value of the tourism industry and further encourage citizens of Kerrville to visit area attractions and become more familiar with the Kerrville product mix.

IN WITNESS WHEREOF, I have hereunto set my hand  
and caused the Seal of the Great City of Kerrville to  
be affixed hereto, the 23 day of April, 2019.

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Bill Blackburn, Mayor





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

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**SUBJECT:** Minutes for the regular City Council meeting held April 09, 2019.

**AGENDA DATE OF:** April 23, 2019      **DATE SUBMITTED:** Apr 15, 2019

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20190423\\_Minutes\\_Council meeting 4-09-19.pdf](#)

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

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

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

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**SUMMARY STATEMENT:**

Minutes for the City Council meeting held on April 09, 2019, at the Kerrville City Hall Council Chambers, 701 Main Street.

**RECOMMENDED ACTION:**

Approve the minutes as presented.

CITY COUNCIL MINUTES  
REGULAR MEETING

KERRVILLE, TEXAS  
APRIL 09, 2019

On April 09, 2019, at 6:00 p.m. the meeting was called to order by Mayor Bill Blackburn in the City Hall Council Chambers at 701 Main Street. The invocation was offered by Clinton Thomas, followed by the Pledge of Allegiance led by Michael Chapman.

COUNCILMEMBERS PRESENT:

Bill Blackburn	Mayor
Delayne Sigerman	Mayor Pro Tem
Vincent Voelkel	Councilmember
George Baroody	Councilmember
Judy Eychner	Councilmember

COUNCILMEMBER ABSENT: None

CITY EXECUTIVE STAFF PRESENT:

Mark McDaniel	City Manager
Mike Hayes	City Attorney
Shelley McElhannon	City Secretary
Stuart Cunyus	Public Information Officer
Amy Dozier	Director of Finance
David Knight	Chief of Police
Kim Meismar	Executive Director for General Operations
Drew Paxton	Executive Director of Development Services
Dannie Smith	Fire Chief

VISITORS PRESENT: List on file in City Secretary's Office for the required retention period.

**1. ANNOUNCEMENTS OF COMMUNITY INTEREST:**

Items of Interest to the Community were presented by Stuart Cunyus, Councilmember Judy Eychner, Mayor Blackburn and Councilmember Vincent Voelkel.

**2. VISITORS FORUM:**

The following persons spoke:

- Marcus Wennrich
- Glenn Andrew
- Jack Pratt
- Clinton Thomas Jr.
- Larry Gumm

**3. PRESENTATIONS:**

3A. Mayor Blackburn presented a Certificate of Recognition to the Tivy Lady Antlers' Basketball Team, State Semi-Finalists.

3B. Mayor Blackburn presented Resolution of Commendations to James Gardner, John Harrison, Diane McMahon, and Bedford Mitchell, for their service on the Parks and Recreation Advisory Board.

3C. Mayor Blackburn presented a Proclamation to CASA, represented by Stephanie Cash, Kellie Early, Brent Ives, and Shannon Walker, proclaiming April 2019 as Child Abuse Prevention and Awareness Month.

**4. CONSENT AGENDA:**

Councilmember George Baroody requested to pull item 4B from the Consent Agenda.

Councilmember Eychner moved to approve items 4A, 4C, 4D, 4E as presented.

Councilmember Delayne Sigerman seconded, and the motion passed 5-0.

4A. Authorize the execution of a construction contract with Intermountain Slurry Seal, Inc. for the 2019 Slurry Seal project in an amount of \$170,182.75.

4C. Minutes for the City Council Workshop held March 19, 2019.

4D. Minutes for the Kerrville City Council and Planning and Zoning Commission Joint Workshop held March 19, 2019.

4E. Minutes for the regular City Council meeting held March 26, 2019.

**END OF CONSENT AGENDA:**

4B. Project Funding Agreement between the Economic Improvement Corporation and the City of Kerrville for Downtown Parking Garage and Streetscape improvements.

Mayor Blackburn opened the discussion.

Kyle Burow presented information and responded to questions.

Mayor Blackburn closed the discussion.

Councilmember Eychner moved to accept and approve the Project Funding Agreement for the Downtown Parking Garage. Councilmember Baroody seconded, and the motion passed 5-0.

**5. CONSIDERATION AND POSSIBLE ACTION:**

5A. Bill of Sale authorizing donation of Fire Department Pumper Truck with the Hunt Volunteer Fire Department.

Chief Smith presented information.

Councilmember Sigerman moved to approve and adopt the Transfer of Vehicle agreement, as presented. Councilmember Eychner seconded, and the motion passed 5-0.

5B. Consider de-annexation of property at 1120 Spur 100 and 863 Spur 100. Requested by property owner Christy Duran.

Mayor Blackburn opened the discussion.

Property owners Mark Duran and Christy Duran presented information and responded to questions.

Mike Hayes responded to questions.

Drew Paxton and Stuart Barron presented information.

Mayor Blackburn closed the discussion.

Mayor Blackburn made a motion to deny the de-annexation of the property. Councilmember Eychner seconded, and the motion to deny passed 5-0.

5C. Discussion, review and possible action regarding the City Council decision to constructively remove Councilmember George Baroody from office at the special meeting called on November 8, 2018. Requested by and presented by Councilmember Baroody and Attorney Roger Gordon.

Councilmember Baroody presented information.

Attorney Roger Gordon presented information on behalf of Councilmember Baroody.

Citizen Glenn Andrew spoke.

Citizen Brenda Craig spoke.

Citizen Jack Pratt spoke.

Citizen Bruce Stracke spoke.

Citizen Mary Ellen Summerlin spoke.

Citizen Jim Bulta signed up to speak, but passed on his opportunity to speak when called.

Citizen Michael Sigerman spoke.

Mayor Blackburn called for a motion; no motion was presented. Item failed for lack of a motion. No action taken.

## **6. INFORMATION AND DISCUSSION:**

6A. Presentation clarifying status of City of Kerrville debt supported by ad valorem taxes. Requested by and presented by Councilmember Baroody.

Councilmember Baroody presented information.

Ms. Dozier presented information and responded to questions.

Citizen Brenda Craig spoke.

Citizen John Harrison spoke.

Citizen Jack Pratt spoke.

Citizen Bruce Stracke.

Citizen Mary Ellen Summerlin.

A citizen signed up to speak about Item 6A during Ms. Dozier's presentation of Item 6A. The citizen did not register to speak in advance, but registered to speak after Item 6A had been read into the record, after the number of registered citizen speakers had been acknowledged by Mayor Blackburn, and after the presentation began.

Councilmember Baroody made a motion to let the citizen talk, and the motion was seconded by Councilmember Voelkel. The motion failed 2-3, with Councilmember

Baroody and Councilmember Voelkel voting in favor, and Mayor Blackburn, Councilmember Eychner, and Councilmember Sigerman voting against.

**7. BOARD APPOINTMENTS:**

7A. Appointment to the Joint Kerrville and Kerr County Airport Board.

Board Chair Ed Livermore spoke, and introduced nominee Trey Atkission.

Councilmember Eychner moved to approve Trey Atkission as the new board member on the Airport Board. Councilmember Voelkel seconded, and the motion passed 5-0.

7B. Appointment to the Kerrville Public Utility Board Trustee Position One.

Mike Wittler presented three nominations for the Kerrville Public Utility Board Trustee Position One.

Citizen Bill Morgan signed up to speak, but passed on his opportunity to speak when called.

Mayor Blackburn moved to approve Mark Cowden as the new board member for the Kerrville Public Utility Board Trustee Position One. Councilmember Eychner seconded. Discussion among Council followed. The motion passed 5-0.

7C. Appointment to the Recovery Community Coalition.

Councilmember Eychner moved to appoint Brian Brannon as the new board member on the Recovery Community Coalition. Councilmember Voelkel seconded, and the motion passed 5-0.

**8. ITEMS FOR FUTURE AGENDAS:**

- Thoroughfare Plan review – specifically Bearskin Road to Ranchero Road (Blackburn)
- "Water Now" conference presentation (Baroody)

**9. EXECUTIVE SESSION:**

None.

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

None.

**11. ADJOURNMENT.**

The meeting was adjourned at 8:27 p.m.

APPROVED: \_\_\_\_\_

Bill Blackburn, Mayor

ATTEST: \_\_\_\_\_

Shelley McElhannon, City Secretary



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

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**SUBJECT:** Minutes for the Council Workshop held April 16, 2019 at 10:00am.

**AGENDA DATE OF:** April 23, 2019      **DATE SUBMITTED:** Apr 16, 2019

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20190423\\_Minutes\\_Council Workshop 4-16-19.pdf](#)

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

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

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

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**SUMMARY STATEMENT:**

Minutes for the City Council Workshop held on April 16, 2019, at the Kerrville City Hall Council Chambers, 701 Main Street.

**RECOMMENDED ACTION:**

Approve the minutes as presented.

CITY COUNCIL MINUTES  
WORKSHOP

KERRVILLE, TEXAS  
APRIL 16, 2019

On April 16, 2019, the Kerrville City Council workshop was called to order at 10:01 a.m. by Mayor Bill Blackburn in the City Hall Council Chambers at 701 Main Street.

COUNCILMEMBERS PRESENT:

Bill Blackburn	Mayor
Vincent Voelkel	Councilmember
George Baroody	Councilmember
Judy Eychner	Councilmember

COUNCILMEMBER ABSENT:

Delayne Sigerman	Mayor Pro Tem
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CITY STAFF PRESENT:

Mark McDaniel	City Manager
E.A. Hoppe	Deputy City Manager
Mike Hayes	City Attorney
David Barrera	Assistant Public Works Director
Stuart Barron	Director of Public Works
Ashlea Boyle	Director of Parks and Recreation
Kyle Burow	Director of Engineering
Shelley McElhannon	City Secretary
Joel Meyners	Street Division Manager
Sherry Mosier	Manager of Strategic Initiatives
Rebecca Pacini	Chief Planning Officer
Drew Paxton	Executive Director for Development Services

VISITORS PRESENT: List on file in City Secretary's Office for the required retention period.

**1. PUBLIC HEARINGS:**

1.A. Public hearing regarding an ordinance for the City of Kerrville to annex into its incorporated limits with a zoning classification of Public and Institutional District ("PI") a portion of an approximately 35.05 acre tract of land out of the S. Wallace Survey No. 114, Abstract No. 348, and the S. Wallace Survey No. 113, Abstract No. 347; said portion of the tract located within Kerr County, Texas, and the Extraterritorial Jurisdiction of the City of Kerrville, Texas; consisting of the Property generally located adjacent to the State highway Loop 534. The portion of the tract that is located within the City of Kerrville is currently zoned both E-25 and Residential Cluster ("RC") zoning Districts, said zoning which is proposed to be amended to Public & Institutional District ("PI"). (File No. 2019-007)

Mayor Blackburn opened the Public Hearing at 10:03 a.m.

Mark McDaniel introduced the agenda item.

Drew Paxton presented information and responded to questions.

No citizens spoke or provided comments.  
Mayor Blackburn closed the Public Hearing at 10:04 a.m.

**2. INFORMATION AND DISCUSSION:**

2.A. Festivals and other visitor/tourism events.

Mark McDaniel introduced the agenda item.  
Ashlea Boyle reviewed the PowerPoint presentation and presented information.  
Ashlea Boyle, E.A. Hoppe, and Mark McDaniel responded to questions.

Discussion with Council ensued regarding a Kerrville River Festival event.  
Consensus of Council guided Parks and Recreation to pursue an event budget of approximately \$50,000, of which at least \$25,000 would come from HOT funds.

2.B. Pavement Management update.

Stuart Barron reviewed presentation and presented information.  
Stuart Barron, E.A. Hoppe, and Mark McDaniel responded to questions.

**ADJOURNMENT.** The meeting adjourned at 11:51 a.m.

APPROVED:

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Bill Blackburn, Mayor

ATTEST:

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Shelley McElhannon, City Secretary



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

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**SUBJECT:** Public hearing regarding an ordinance for the City of Kerrville to annex into its incorporated limits with a zoning classification of Public & Institutional District ("PI") a portion of an approximately 35.05 acre tract of land out of the S. Wallace Survey No. 114, Abstract No. 348, and the S. Wallace Survey No. 113, Abstract No. 347; said portion of the tract located within Kerr County, Texas, and the Extraterritorial Jurisdiction of the City of Kerrville, Texas; consisting of the Property generally located adjacent to State Highway Loop 534. The portion of the tract that is located within the City of Kerrville is currently zoned both E-25 and Residential Cluster ("RC") Zoning Districts, said zoning which is proposed to be amended to Public & Institutional District ("PI"). (File No. 2019-007)

**AGENDA DATE OF:** April 23, 2019      **DATE SUBMITTED:** Apr 09, 2019

**SUBMITTED BY:** Rebecca Pacini

**EXHIBITS:** [20190416\\_Ord\\_Draft2\\_KISD Property\\_Loop 534\\_35.05 ac\\_031419 DRAFT.pdf](#)  
[20190416\\_2019-007\\_MetesBounds.pdf](#)  
[20190416\\_LocationMap\\_2019-007 - Zoning - PetersonMS.pdf](#)

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

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

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	F - Public Facilities and Services
<b>Guiding Principle</b>	F9. Recognize public services and facilities as potential catalysts for growth and redevelopment that can promote economic development and cultural enrichment
<b>Action Item</b>	F9.3 - Target public investment for facilities and infrastructure toward areas where mixed-use and redevelopment is desired

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**SUMMARY STATEMENT:**

Public hearing regarding an ordinance for the City of Kerrville to annex into its incorporated limits with a zoning classification of Public & Institutional District ("PI") a portion of an approximately 35.05 acre tract of land out of the S. Wallace Survey No. 114, Abstract No. 348, and the S. Wallace Survey No. 113, Abstract No. 347; said portion of the tract located within Kerr County, Texas, and the Extraterritorial Jurisdiction of the City of Kerrville, Texas; consisting of the Property generally located adjacent to State Highway Loop 534. The portion of the tract that is located within the City of Kerrville is currently zoned both E-25 and Residential Cluster ("RC") Zoning Districts, said zoning which is proposed to be amended to Public & Institutional District ("PI"). (File No. 2019-007)

## PROCEDURAL REQUIREMENTS

20 Notices were mailed March 12th to adjacent property owners and utility service providers. The public notice was published in the Kerrville Daily Times on March 30th.

## STAFF ANALYSIS

Consistency with the Kerrville 2050 Comprehensive Plan: The property is located in Strategic Catalyst Area 8 which is characterized by Loop 534 and anchored by Tivy High School. Allowable place types include community commercial uses closer to the loop and surrounding residential uses.

## ADJACENT ZONING AND LAND USES

### Subject Property

Current Zoning: Outside City Limits, East District 25 (E-25), & Residential Cluster (RC)

Existing Land Uses: Vacant

Direction: North

Current Zoning: East District 25 (E-25) & Residential Cluster (RC)

Existing Land Uses: Vacant

Direction: East

Current Zoning: East District 26 (E-26)

Existing Land Uses: Vacant & Tivy High School

Direction: South

Current Zoning: Outside City Limits & Residential Cluster (RC)

Existing Land Uses: Vacant

Direction: West

Current Zoning: Outside City Limits

Existing Land Uses: Vacant

The uses which are permitted as a matter of right or permitted upon issuance of a conditional use permit in the E-25 and RC zoning district are indicated by the letters "P" and "C," respectively, in the following table:

**E-25 DISTRICT PERMITTED & CONDITIONAL USE TABLE**

Building Construction, Specialist P

Business Services I P

Business Services II P

Cocktail Lounge P

Dwelling, Multiple Family P

Education, Secondary and College C

Education, Primary P

Funeral Services P

Institutional and Public Use Facilities P

Manufacturing, Custom P

Manufacturing and Industrial, Limited C

Personal Services I P

Personal Services II P

Personal Services, Limited P

Professional Offices P

Restaurant, General P

Restaurant, Limited P

Retail Trade - I P

Retail Trade - Limited P

Tourist/Visitor & Recreation Service P

Vehicle Sales/Service New C

## RC DISTRICT PERMITTED & CONDITIONAL USE TABLE

Bed and Breakfast C  
Dwelling, Single Family, Detached P  
Dwelling, Single Family with Apartment C  
Dwelling, RC District Uses (with plat) P  
Education, Primary C

The uses which are permitted as a matter of right or permitted upon issuance of a conditional use permit in the PI zoning district are indicated by the letters "P" and "C," respectively, in the following table:

## PI DISTRICT PERMITTED & CONDITIONAL USE TABLE

Bed and Breakfast P  
Dwelling, Multiple Family C  
Education, Secondary and College P  
Education, Primary P  
Institutional and Public Use Facilities P  
Personal Services I C  
Professional Offices C  
Tourist/Visitor & Recreation Service P

**THOROUGHFARE PLAN:** State Highway Loop 534 is designated as a Primary or Principal Arterial. Principal arterials typically serve as the highest traffic volume corridors, prioritizing longer-distance trips and providing connectivity between surrounding communities and major activity centers within Kerrville. A typical principal arterial is a four-lane divided roadway with a raised median, which can accommodate turning traffic at intersections and regulates access to the adjacent development. In rural and constrained areas or where there is a high volume of left-turning vehicles, the roadway may be undivided with a center turn lane at intersections.

Two Collectors are proposed along the southern border and through this property, one of which is the future extension of Olympic Drive. Collectors provide the necessary connectivity through and between residential neighborhoods and support circulation in

nonresidential activity centers. A typical collector in Kerrville is a two-lane divided roadway with a center turn lane; however, in constrained areas, a two-lane undivided roadway may be appropriate so that a portion of the right-of-way could be used for pedestrian space or on-street parking.

TRAFFIC IMPACT: To be determined

PARKING: To be determined

Next Steps:

April 23, 2019 - Second Public Hearing

May 14, 2019 - Public hearing and Ordinance First Reading

May 28, 2019 - Second Ordinance Reading

**RECOMMENDED ACTION:**

No action

# **D R A F T 3/14/19**

## **CITY OF KERRVILLE, TEXAS ORDINANCE NO. 2019-\_\_**

**AN ORDINANCE ANNEXING A PORTION OF AN APPROXIMATE 35.05 ACRE TRACT OF LAND OUT OF THE S. WALLACE SURVEY NO. 113, ABSTRACT NO. 347, INTO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS; SAID TRACT BEING LOCATED WITHIN KERR COUNTY, TEXAS, AND THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KERRVILLE, TEXAS; AND GENERALLY LOCATED ADJACENT TO LOOP 534 (VETERANS HIGHWAY); FURTHER DESCRIBING THE PROPERTY TO BE ANNEXED; ADOPTING A SERVICE PLAN FOR THE PROPERTY ANNEXED; AND ESTABLISHING THE ZONING BOTH FOR THE PROPERTY ANNEXED AND THE ENTIRE TRACT**

**WHEREAS**, pursuant to Texas Local Government Code Section 43.028, the owner of the property described in Section One, below, previously petitioned the City to annex the property into the corporate limits of the City of Kerrville, Texas; and

**WHEREAS**, having provided all required public notices, held all required public hearings at which persons with an interest in the matter were provided an opportunity to be heard, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to approve an ordinance annexing the subject property, adopt a service plan as required by state law, and establish zoning regulations for the property;

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

**SECTION ONE.** The property described and depicted in **Exhibit A** is annexed and incorporated into the corporate limits of the City of Kerrville, Texas, for all legal purposes.

**SECTION TWO.** The petition for annexation concerning the property described in Section One, above, is attached as **Exhibit B** and incorporated herein by reference.

**SECTION THREE.** The service plan regarding the provision of public services, as set forth in **Exhibit C**, attached hereto and incorporated herein by reference, is hereby adopted for the property described in Section One, above, as required by Texas Local Government Code §43.056.

**SECTION FOUR.** Upon the adoption of this Ordinance, the property described in Section One, above, will be zoned as a Public and Institutional Zoning District (“PI”). In addition, the portions of the property that are currently within the City and that are zoned either Residential Cluster (“RC”) or E-25 are rezoned into a Public and Institutional Zoning District (“PI”).

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

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

**SECTION SEVEN.** The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Article 1-1-7 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

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

**SECTION NINE.** In accordance with Section 43.028(d) of the Texas Local Government Code, the City Secretary is directed to file a certified copy of this Ordinance together with a copy of the petition requesting annexation with the Kerr County Clerk.

**PASSED AND APPROVED ON FIRST READING, this the \_\_\_\_\_  
day of \_\_\_\_\_ A.D., 2018.**

**PASSED AND APPROVED ON SECOND READING, this the \_\_\_\_\_  
day of \_\_\_\_\_ A.D., 2018.**

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Bill Blackburn, Mayor

APPROVED AS TO FORM:

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Michael C. Hayes, City Attorney

ATTEST:

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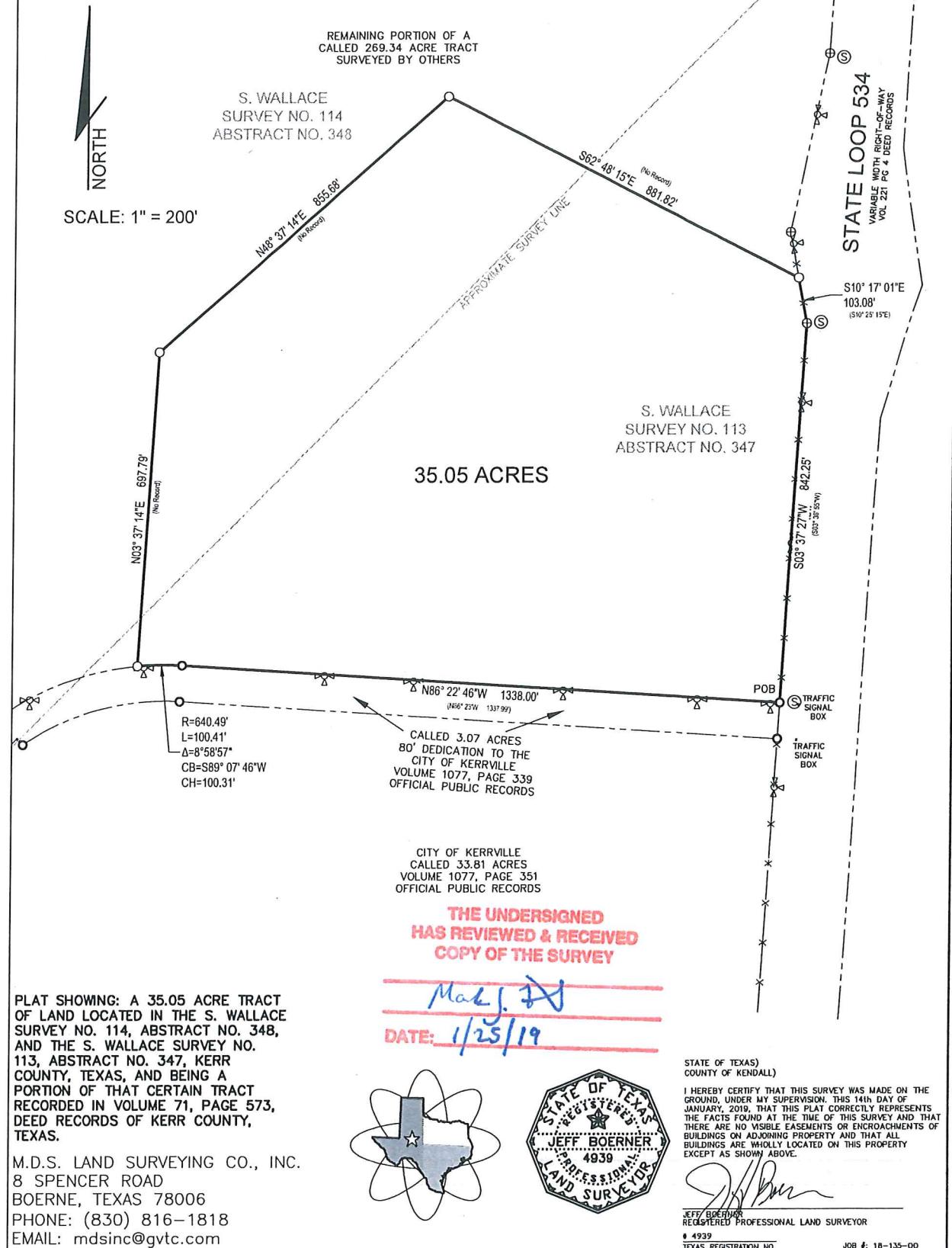
Cheryl Brown, Interim City Secretary

NOTES

1. BASIS OF BEARING WAS ESTABLISHED FROM TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (12).
2. FIELD SURVEY COMPLETED 06-26-2018.
3. ONLY APPARENT UTILITIES WERE LOCATED AND NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, AND CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL / PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES.
4. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLY EVIDENCED AT THE TIME OF THIS SURVEY; PLAT, SECTION, UTM, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
5. A FIELD NOTE DESCRIPTION WITH SAME DATE ACCOMPANIES THIS SURVEY.

LEGEND

- (S) SANITARY SEWER MANHOLE
- X— WIRE FENCE
- ⊕ FND TXDOT TYPE 1 CONCRETE MARKER
- 1/2" REBAR FOUND
- 1/2" REBAR SET WITH "MDS" CAP
- POB POINT OF BEGINNING
- △ FIRE HYDRANT
- ( ) RECORD INFORMATION



# MDS

## LAND SURVEYING COMPANY, INC.

Boundary ♦ Topographic ♦ Construction

729 Sidney Baker Street, Suite "B"

Kerrville, Texas 78028

Phone: 830-816-1818

Email: [mdsinc@gvtc.com](mailto:mdsinc@gvtc.com) Firm no. 10019600

### FIELD NOTES FOR A 35.05 ACRE TRACT

**BEING A 35.05 ACRE TRACT OF LAND LOCATED IN THE S. WALLACE SURVEY NO. 114, ABSTRACT NO. 348, AND THE S. WALLACE SURVEY NO. 113, ABSTRACT NO. 347, KERR COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN TRACT RECORDED IN VOLUME 71, PAGE 573, DEED RECORDS OF KERR COUNTY, TEXAS. SAID 35.05 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

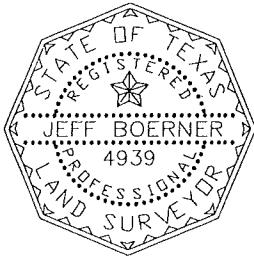
**BEGINNING** at a  $\frac{1}{2}$ " rebar found in the west right-of-way line of State Loop 534, at the southeast corner of the herein described tract, said point being the northeast corner of a called 3.07 acre dedication to the City of Kerrville, recorded in Volume 1077, Page 339, Official Public Records of Kerr County, Texas;

- (1) **Thence**, departing the west right-of-way line of State Loop 534, with the north line of the called 3.07 acre dedication, the south boundary line of the herein described tract, the following 2 (two) courses and distances:
  - a. **N 86° 22' 46" W, 1338.00'** to a  $\frac{1}{2}$ " rebar found for the point of curvature of a curve to the left;
  - b. with the arc of said curve to the left, with a radius of 640.49', a central angle of 08° 58' 57", an arc length of 100.41', and a chord which bears **S 89° 07' 46" W, a distance of 100.31'** to a  $\frac{1}{2}$ " with "MDS" cap set for southwest corner;
- (2) **Thence**, departing the north line of the called 3.07 acre dedication, with the west, northwest, and north boundary lines of the herein described tract, the following 3 (three) courses and distances:
  - a. **N 03° 37' 14" E, 697.79'** to a  $\frac{1}{2}$ " rebar with "MDS" cap set for angle;
  - b. **N 48° 37' 14" E, 855.68'** to a  $\frac{1}{2}$ " rebar with "MDS" cap set for corner;
  - c. **S 62° 48' 15" E, 881.82'** to a  $\frac{1}{2}$ " rebar with "MDS" cap set for northeast corner in the west right-of-way line of State Loop 534;

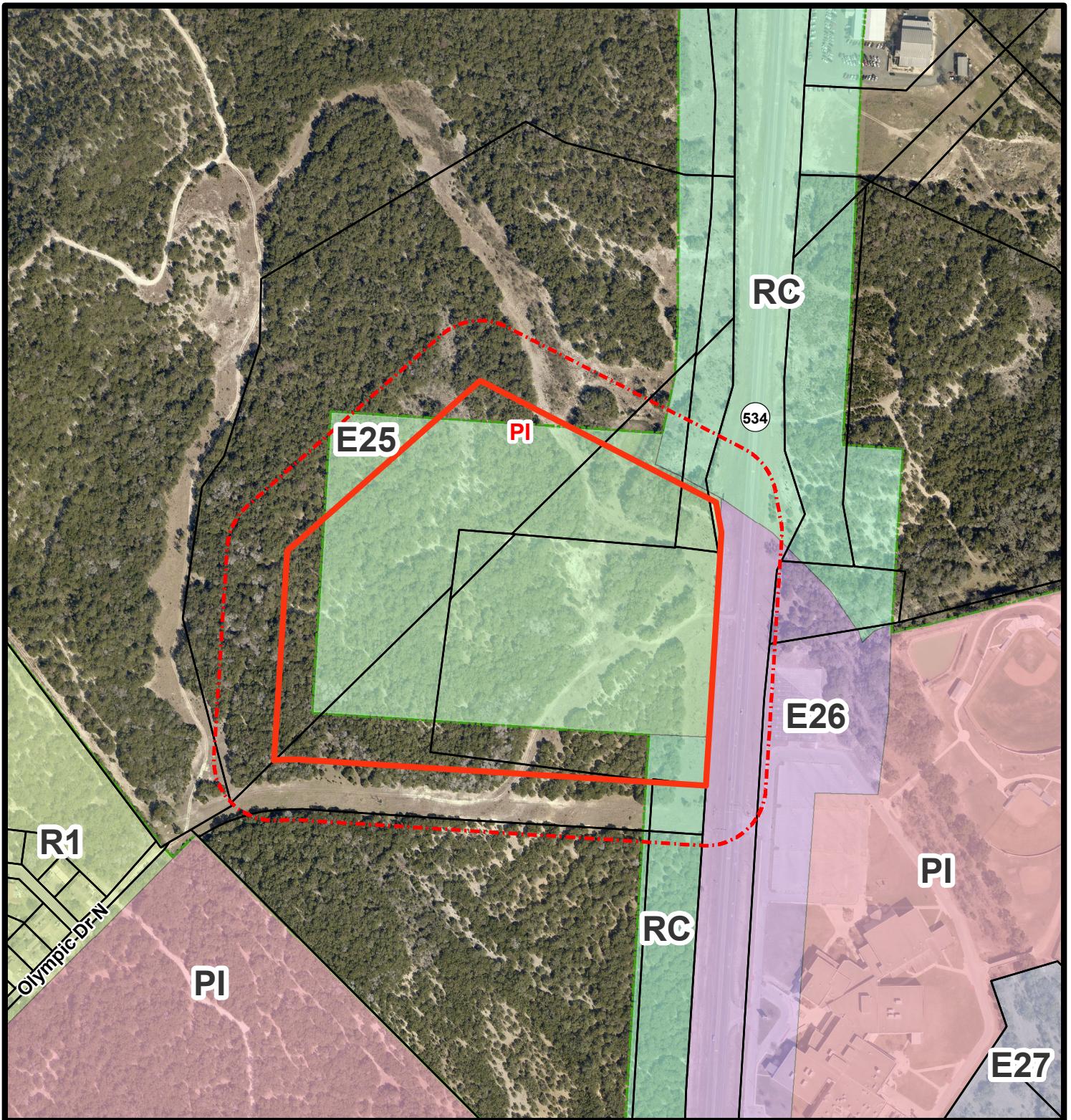
(3) **Thence, with the west right-of-way line of State Loop 534, the east boundary line of the herein described tract, the following 2 (two) courses and distances:**

- a. **S 10° 17' 01" E, 103.08'** to a TxDOT, Type 1, concrete marker found for angle;
- b. **S 03° 37' 27" W, 842.25'** to the **PLACE OF BEGINNING** and containing **35.05 acres** of land, more or less.

Note: This description is based on an on the ground survey performed in June of 2018. The basis of bearings was derived from the Texas State Plane Coordinate System, South Central Zone. A survey plat with same date accompanies this description.



Jeff Boerner RPLS # 4939  
Date: 01-14-2019 Job No. 18-135-00



## Location Map

**Case # 2019-007**

**Location:**  
**State Hwy Loop 534**

**Legend**

- 200' Notification Area
- Subject Properties
- Current Zoning
- Requested Zoning
- Municipal Boundary

**TEXT**  
**(TEXT)**



0 205 410 820  
Scale In Feet

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



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

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**SUBJECT:** Ordinance No. 2019-07 amending the City's "Zoning Code" by changing the zoning district for an approximate 4.09 acres, consisting of two tracts out of the Patrick Fleming Survey No. 666, Abstract No. 145, within the City of Kerrville, Kerr County, Texas; and more commonly known as the property located at 2011 Easy Street; by removing the property from the Gateway District and placing it within the 23-N Zoning District; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000); ordering publication; and providing other matters relating to the subject. (File No. 2019-006)

**AGENDA DATE OF:** April 23, 2019

**DATE SUBMITTED:** Apr 15, 2019

**SUBMITTED BY:** Rebecca Pacini

**EXHIBITS:** [20190423\\_Ordinance\\_2019-07 Zoning - 2011 Easy Street.pdf](#)  
[20190423\\_LocationMap\\_2019-006 - Zoning - 2011 Easy.pdf](#)  
[20190423\\_2019-006\\_MetresBounds.pdf](#)

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

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

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

**SUMMARY STATEMENT:**

Public hearing, consideration, and action to recommend an ordinance to change the zoning from Gateway District ("GTW") to District 23-N on approximately 4.09 acres, out of the Patrick Fleming Survey No. 666, Abstract No. 145, within the City of Kerrville, Kerr County, Texas; and more commonly known as 2011 Easy Street. (File No. 2019-006)

## STAFF ANALYSIS

Consistency with the Kerrville 2050 Comprehensive Plan: The property and surrounding area are designated Neighborhood Residential (NR) within the Future Land Use Plan. The primary land use in the NR land use category is single-family detached homes.

The Kerrville 2050 Plan did not review this area or change from the previous land use plan as established with the 2002 Comprehensive Plan. The existing surrounding area includes: vacant land that was recently rezoned for warehousing, distribution, and office use; multifamily units; and a variety of non-residential uses such as a septic service company, single family home with a taxi and limousine service, and manufactured housing. The current zoning is Gateway District, which is not consistent with the Kerrville 2050 Plan. This area has maintained the low density residential designation on the future land use plan, however, there has been little indication that the area will build out with single family homes.

## ADJACENT ZONING AND LAND USES

### SUBJECT PROPERTY

Current Zoning: Gateway (GTW)

Existing Land Uses: Building construction specialist

### DIRECTION: NORTH

Current Zoning: Planned Development District (PDD) 2019-01

Existing Land Uses: Vacant

### DIRECTION: EAST

Current Zoning: Planned Development District (PDD) 2003-05

Existing Land Uses: Home improvement store

### DIRECTION: SOUTH

Current Zoning: Gateway (GTW)

Existing Land Uses: Multi-Family Residential

### DIRECTION: WEST

Current Zoning: Residential Mix (RM) & Gateway (GTW)

Existing Land Uses: Vacant, Manufactured housing, septic company

The uses which are permitted as a matter of right or permitted upon issuance of a conditional use permit in the GTW zoning district are indicated by the letters "P" and "C," respectively, in the following table:

#### GTW DISTRICT PERMITTED & CONDITIONAL USE TABLE

Agricultural Service C

Bed and Breakfast P

Business Services I P

Business Services II C

Cocktail Lounge C

Dwelling, Multiple Family P

Education, Secondary and College P

Education, Primary C

Fuel Sales C

Funeral Services P

Institutional and Public Use Facilities P

Life Care Development P

Manufacturing, Custom C

Personal Services I P

Personal Services II P

Personal Services, Limited P

Professional Offices P

Restaurant, General P

Restaurant, Limited P

Retail Trade - I C

Retail Trade - II C

Retail Trade - III C

Retail Trade - Limited P

Tourist/Visitor & Recreation Service	P
Transportation Terminal (Bus/Aviation)	C
Vehicle Maintenance and Repair	C
Vehicle Sales/Service - New	P

The uses which are permitted as a matter of right or permitted upon issuance of a conditional use permit in the N-23 zoning district are indicated by the letters "P" and "C," respectively, in the following table:

#### N-23 DISTRICT PERMITTED & CONDITIONAL USE TABLE

Building Construction, General	P
Building Construction, Specialist	P
Business Services I	P
Business Services II	P
Dwelling, Single Family, Detached	P
Manufactured Home or Manufactured Housing	P
Dwelling, Multiple Family	P
Dwelling, Single Family with Apartment	P
Dwelling, RC District Uses (with plat)	P
Funeral Services	C
Institutional and Public Use Facilities	P
Life Care Development	P
Manufacturing and Industrial, Limited	C
Personal Services I	C
Personal Services II	C
Personal Services, Limited	P
Professional Offices	P
Restaurant, Limited	P
Retail Trade - I	C

Retail Trade - Limited P

Tourist/Visitor & Recreation Service C

Vehicle Maintenance and Repair C

**THOROUGHFARE PLAN:** Leslie Drive is designated a Collector. A typical collector in Kerrville is a two-lane divided roadway with a center turn lane; however, in constrained areas, a two-lane undivided roadway may be appropriate so that a portion of the right-of-way could be used for pedestrian space or on-street parking. Leslie Drive is currently only an undivided two-lane road without curbs or sidewalks. Easy Street is a Local.

**TRAFFIC IMPACT:** To be determined

**PARKING:** To be determined

**RECOMMENDED ACTION:**

Approval of Ordinance No. 2019-07

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2019-07**

**AN ORDINANCE AMENDING THE CITY'S "ZONING CODE" BY  
CHANGING THE ZONING DISTRICT FOR AN APPROXIMATE  
4.09 ACRES, CONSISTING OF TWO TRACTS OUT OF THE  
PATRICK FLEMING SURVEY NO. 666, ABSTRACT NO. 145,  
WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS;  
AND MORE COMMONLY KNOWN AS THE PROPERTY  
LOCATED AT 2011 EASY STREET; BY REMOVING THE  
PROPERTY FROM THE GATEWAY ZONING DISTRICT AND  
PLACING IT WITHIN THE 23-N ZONING DISTRICT;  
CONTAINING A CUMULATIVE CLAUSE; CONTAINING A  
SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A  
MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS  
(\$2000.00); ORDERING PUBLICATION; AND PROVIDING  
OTHER MATTERS RELATING TO THE SUBJECT**

**WHEREAS**, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing which was held before the City Council on April 23, 2019, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in the change of a zoning district for the property generally located at 2011 Easy Street; such change to result in the removal of the property from the Gateway (GTW) Zoning District to placement within the 23-N Zoning District; and

**WHEREAS**, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on April 23, 2019, as advertised; and

**WHEREAS**, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after receiving and considering the recommendations of the Planning and Zoning Commission and City staff; and after considering among other things, the character of the various areas of the City and the suitability of particular uses in each area; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City, the Council finds it to be in the best interest of the health, safety, morals, and general welfare of the City of Kerrville, Texas, to amend the City's Zoning Code to change the zoning district for the property described below by placing it within the 23-N Zoning District;

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

**SECTION ONE.** The zoning district for the following property generally located at 2011 Easy Street is changed from the Gateway (GTW) Zoning District to the 23-N Zoning District:

**Being two tracts out of the Patrick Fleming Survey, No. 666, Abstract No. 145, within the City of Kerrville, Kerr County, Texas, making up 4.09 acres; and being more particularly described and depicted at Exhibits A and B, attached hereto and made a part hereof for all purposes.**

**SECTION TWO.** The City Manager or designee is authorized and directed to amend the City's official zoning map to reflect the change in districts adopted herein and to take other actions contemplated by and in accordance with Section 11-I-4(c) of the City's Zoning Code.

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

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

**SECTION FIVE.** The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-7, Chapter 1 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

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

**SECTION SEVEN.** This Ordinance shall become effective immediately upon

the expiration of ten days following publication, as provided for by Section 3.07b. of the City Charter.

**PASSED AND APPROVED ON FIRST READING, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2019.**

**PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_\_ of \_\_\_\_\_, A.D., 2019.**

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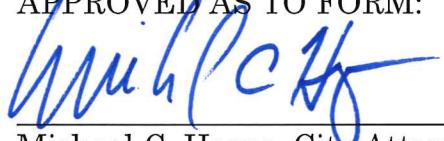
Bill Blackburn, Mayor

ATTEST:

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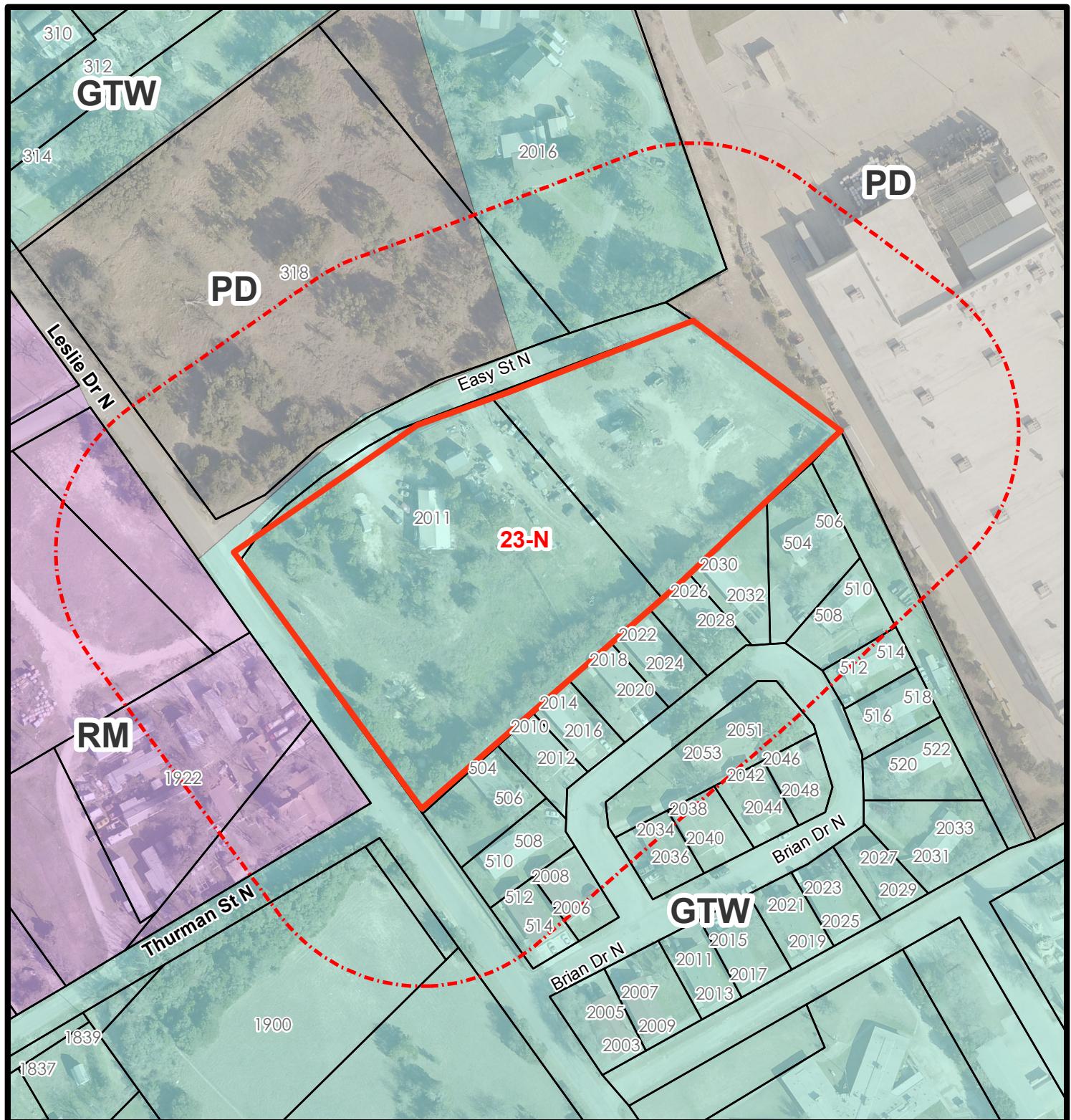
Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



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Michael C. Hayes, City Attorney



## Location Map

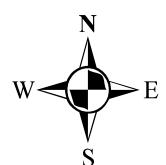
Case # 2019-006

Location:  
2011 Easy Street

### Legend

200' Notification Area  
Subject Properties  
Current Zoning  
Requested Zoning

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—  
TEXT  
(TEXT)



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

PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: Fee Simple
3. Record title to the land on the Effective Date appears to be vested in:  
E. Lamar Hodges, Trustee as per Tract One  
William Pitkin Trust, E. Lamar Hodges, Trustee as per Tract Two
4. Legal description of the land:

**TRACT ONE:**

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being all of a certain 1.30 acre lot, tract or parcel of land out of Patrick Fleming Survey No. 666, Abstract No. 145, in the City of Kerrville, Kerr County, Texas; part of 4.32 acres of land, more or less, save and except 2 acres of land, a net of 2.32 acres of land conveyed to Wells & Company, Realtors, Inc., from Walter W. Eckstein by a deed dated the 15th day of October, 1976 and recorded in Volume 191 at page 437 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at an existing 5/8" iron stake at a fence cornerpost, the east corner of the herein described tract and the east corner of said Eckstein to Wells 2.32 acre tract, approximately 445 ft. N. 48°33' E. from a reentrant corner in the southwest line of said Survey No. 666;

THENCE, along the southeast line of said Eckstein to Wells 2.32 acre tract and the northwest line of Leslie Drive Subdivision, S. 48°33' W., 253.05 ft. to a 1/2" iron stake set for the south corner of the herein described tract;

THENCE, upon, over and across said Eckstein to Wells 2.32 acre tract, N. 41°27' W., 288.75 ft. to a 1/2" iron stake set for the west corner of the herein described tract in the southeast right-of-way line of Easy Street, a public street, and the northwest line of said Eckstein to Wells 2.32 acre tract;

THENCE, along the southeast right-of-way line of said Easy Street and the northwest line of said Eckstein to Wells

2.32 acre tract, N. 69°51' E., 226.91 ft. to an existing 1 1/2" pipe at a fence cornerpost for the north corner of the herein described tract and the north corner of said Eckstein to Wells 2.32 acre tract;

THENCE, along a fence and the northeast line of said Eckstein to Wells 2.32 acre tract, S. 52°51' E., 210.48 ft. to the PLACE OF BEGINNING, containing 1.30 acres of land within these metes and bounds.

**Note: The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes only.**

**TRACT TWO:**

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being all of a certain 2.79 acre lot, tract or parcel of land out of Patrick Fleming Survey No. 666, Abstract No. 145, in the City of Kerrville, Kerr County, Texas; comprising all of that certain 2.0 acres of land conveyed to John Wells, Trustee, from Mamie Rhoden by a Warranty Deed with Vendor's Lien dated the 1st day of July, 1975, and recorded in Volume 180, Page 710, of the Deed Records of Kerr County, Texas, and 0.79 acres out of a conveyance of 4.32 acres, more or less, save and except 2 acres, a net of 2.32 acres of land to Wells and Company, Realtors, Inc., from Walter W. Eckstein by a Deed dated the 15th day of October, 1976, and recorded in Volume 191, Page 437, of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a cornerpost and existing 5/8" iron stake for the south corner of the herein described tract in the northeast right-of-way line of Leslie Drive, a public street, the south corner of TRACT NO. ONE of said Rhoden to Wells conveyance, the west corner of Leslie Drive Subdivision, which point bears, more or less, 25 ft. N. 45° E. and 10 ft. N. 45° W. from the south corner of said Survey No. 666;

THENCE, along the northeast right-of-way line of said Leslie Drive, and the southwest line of said TRACT NO. ONE of the Rhoden to Wells conveyance, N. 35°23' W., 359.72 ft. to its intersection with the southeast right-of-way line of Easy Street, a public street, the west corner of said TRACT NO. ONE of the Rhoden to Wells conveyance;

THENCE, along the southeast right-of-way line of said Easy Street: N. 55°23' E., 242.99 ft. along the northwest line of said TRACT NO. ONE of the Rhoden conveyance to an existing 5/8" iron stake; and N. 69°51' E.; 110.32 ft. along the northwest line of said Eckstein to Wells conveyance to a 1/2" iron stake set for the north corner of the herein described tract;

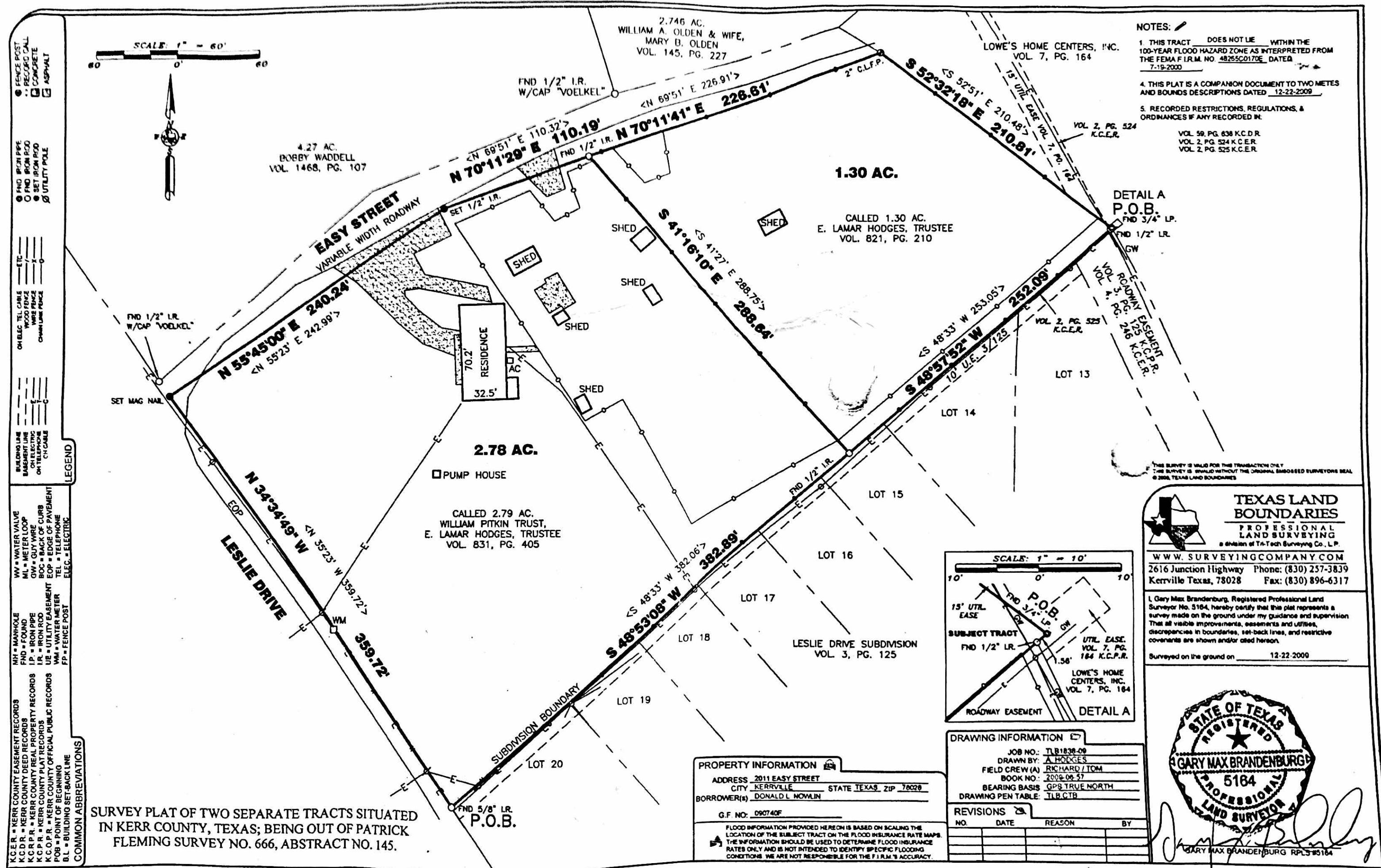
THENCE, S. 41°27' E., 288.75 ft. upon, over and across said Eckstein to Wells conveyance to a 1/2" iron stake set in its southeast line for the east corner of the herein described tract, and in the northwest line of said Leslie Drive Subdivision;

THENCE, S. 48°33' W. along the northwest line of said Leslie Drive Subdivision, at 102.78 ft. passing the south corner of said Eckstein to Wells conveyance, then continuing along the southeast line of TRACT NO. ONE of said Rhoden to Wells conveyance for a total distance of 382.06 ft. this call to the PLACE OF BEGINNING, containing 2.79 acres of land, more or less, within these metes and bounds.

**Note: The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes only.**

Countersigned  
Fidelity Abstract & Title Co.

By   
Authorized Counter Signature





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

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**SUBJECT:** Ordinance No. 2019-08 amending the City's "Zoning Code" by changing the zoning district for a portion of a 10.06 acre tract out of the Thornton F. Hollis Survey No. 143, Abstract No. 181, within the City of Kerrville, Kerr County, Texas, and more commonly known as 100 Concho Drive; by removing the area from an R-1 Residential Zoning District and Placing it within the Guadalupe River Zoning District; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000); ordering publication; and providing other matters relating to the subject. (File No. 2019-019)

**AGENDA DATE OF:** April 23, 2019      **DATE SUBMITTED:** Apr 15, 2019

**SUBMITTED BY:** Rebecca Pacini

**EXHIBITS:** [20190423\\_Ordinance\\_2019-08 Zoning - 100 Concho Drive.pdf](#)  
[20190423\\_LocationMap\\_2019-019 - Zoning - 100 Concho.pdf](#)  
[20190423\\_2019-019\\_MetesBounds.pdf](#)

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

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

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

**SUMMARY STATEMENT:**

Public hearing, consideration, and action to recommend an ordinance to change the zoning from Single Family Residential District ("R-1") and Guadalupe River District ("GR") to Guadalupe River District ("GR") on approximately 10.06 acres, out of the Thornton F. Hollis Survey No. 143, Abstract No. 181, within the City of Kerrville, Kerr County, Texas;

and more commonly known as 100 Concho. (File No. 2019-019)

#### STAFF ANALYSIS

Consistency with the Kerrville 2050 Comprehensive Plan: The property and surrounding area are located within Strategic Catalyst Area 2. This area is anchored by Peterson Hospital. The plan states, "Enhancing key medical assets while avoiding flood-prone development will be a priority of this area." Allowable place types include: Estate, Neighborhood, Preservation, and Transitional Residential; Professional Services; Entertainment/Mixed Use; Agriculture; and Outdoor Tourism.

#### ADJACENT ZONING AND LAND USES

##### SUBJECT PROPERTY

Current Zoning: Single Family Residential District (R-1) & Guadalupe River District (GR)

Existing Land Uses: Single family residential

##### DIRECTION: NORTH

Current Zoning: West District 8 (W-8) & Planned Development District 2004-18 (PDD 2004-18)

Existing Land Uses: Guadalupe River, multifamily & Dietert Center

##### DIRECTION: EAST

Current Zoning: Guadalupe River District (GR)

Existing Land Uses: State Hospital sending & receiving

##### DIRECTION: SOUTH

Current Zoning: Single Family Residential (R-1)

Existing Land Uses: State Hospital

##### DIRECTION: WEST

Current Zoning: Single Family Residential (R-1)

Existing Land Uses: Vacant

The uses which are permitted as a matter of right or permitted upon issuance of a conditional use permit in the R-1 zoning district are indicated by the letters "P" and "C," respectively, in the following table:

## R-1 DISTRICT PERMITTED & CONDITIONAL USE TABLE

Bed and Breakfast C  
Dwelling, Single Family, Detached P  
Dwelling, Single Family with Apartment C  
Education, Primary C

The uses which are permitted as a matter of right or permitted upon issuance of a conditional use permit in the GR zoning district are indicated by the letters "P" and "C," respectively, in the following table:

## GR DISTRICT PERMITTED & CONDITIONAL USE TABLE

Bed and Breakfast P  
Business Services I C  
Business Services II C  
Cocktail Lounge C  
Dwelling, Multiple Family P  
Education, Secondary and College P  
Education, Primary C  
Funeral Services C  
Institutional and Public Use Facilities P  
Life Care Development P  
Manufacturing, Custom C  
Personal Services I C  
Personal Services II C  
Personal Services, Limited C  
Professional Offices P  
Restaurant, General P  
Restaurant, Limited P  
Retail Trade - I C

Retail Trade - Limited	P
Tourist/Visitor & Recreation Service	P
Vehicle Sales/Service Used	C
Vehicle Sales/Service - New	C

**THOROUGHFARE PLAN:** Thompson Drive is designated as a Secondary. Secondary arterials primarily serve local trips of moderate length, support circulation and access in localized areas with higher traffic volumes, and connect to the principal arterials. Kerrville's standard cross section for a secondary arterial is a four-lane undivided roadway. In higher activity areas, the City may consider an alternate design with two through lanes and a center two-way left-turn lane.

**TRAFFIC IMPACT:** To be determined

**PARKING:** To be determined

**RECOMMENDED ACTION:**

Approval of Ordinance No. 2019-08

**CITY OF KERRVILLE, TEXAS**  
**ORDINANCE NO. 2019-08**

**AN ORDINANCE AMENDING THE CITY'S "ZONING CODE" BY CHANGING THE ZONING DISTRICT FOR A PORTION OF A 10.06 ACRE TRACT OUT OF THE THORNTON F. HOLLIS SURVEY NO. 143, ABSTRACT NO. 181, WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, AND MORE COMMONLY KNOWN AS 100 CONCHO DRIVE; BY REMOVING THE AREA FROM AN R-1 RESIDENTIAL ZONING DISTRICT AND PLACING IT WITHIN THE GUADALUPE RIVER ZONING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2000.00); ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT**

**WHEREAS**, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing which was held before the City Council on April 23, 2019, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in the change of a zoning district for a portion of the property more commonly known as 100 Concho Drive; such change to result in the removal of the property from an R-1 Residential Zoning District to placement within the Guadalupe River ("GR") Zoning District; and

**WHEREAS**, a public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on April 23, 2019, as advertised; and

**WHEREAS**, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after receiving and considering the recommendations of the Planning and Zoning Commission and City staff; and after considering among other things, the character of the various areas of the City and the suitability of particular uses in each area; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City, the Council finds it to be in the best interest of the health, safety, morals, and general welfare of the City of Kerrville, Texas, to amend the City's Zoning Code to change the zoning district for the property described below by removing it from an R-1 Residential Zoning District and placing it within the Guadalupe River ("GR") Zoning District;

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

**SECTION ONE.** The zoning district for the property commonly known as 100 Concho Drive is changed from an R-1 Residential Zoning District to the Guadalupe River (“GR”) Zoning District, said property also being described as follows:

**A portion of the 10.06 acre tract of land out of the Thornton F. Hollis Survey No. 143, Abstract No. 181, within the City of Kerrville, Kerr County, Texas; and being a portion of that certain 621 acre tract of land described in deed of record in Volume 60, Page 388 of the deed records of Kerr County, Texas; said 10.06 acre tract being more particularly described and depicted at Exhibit A, attached hereto and made a part hereof for all purposes (the “Property”).**

The other portion of the Property not subject to this zoning change is located within the Guadalupe River Zoning District. Thus, upon final adoption of this Ordinance, the entire 10.06 acre tract of land will be located within the Guadalupe River Zoning District.

**SECTION TWO.** The City Manager or designee is authorized and directed to amend the City’s official zoning map to reflect the change in districts adopted herein and to take other actions contemplated by and in accordance with Section 11-I-4(c) of the City’s Zoning Code.

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

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

**SECTION FIVE.** The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-7, Chapter 1 of

the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

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

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

**PASSED AND APPROVED ON FIRST READING**, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

**PASSED AND APPROVED ON SECOND AND FINAL READING**, this the \_\_\_\_\_ of \_\_\_\_\_, A.D., 2019.

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Bill Blackburn, Mayor

ATTEST:

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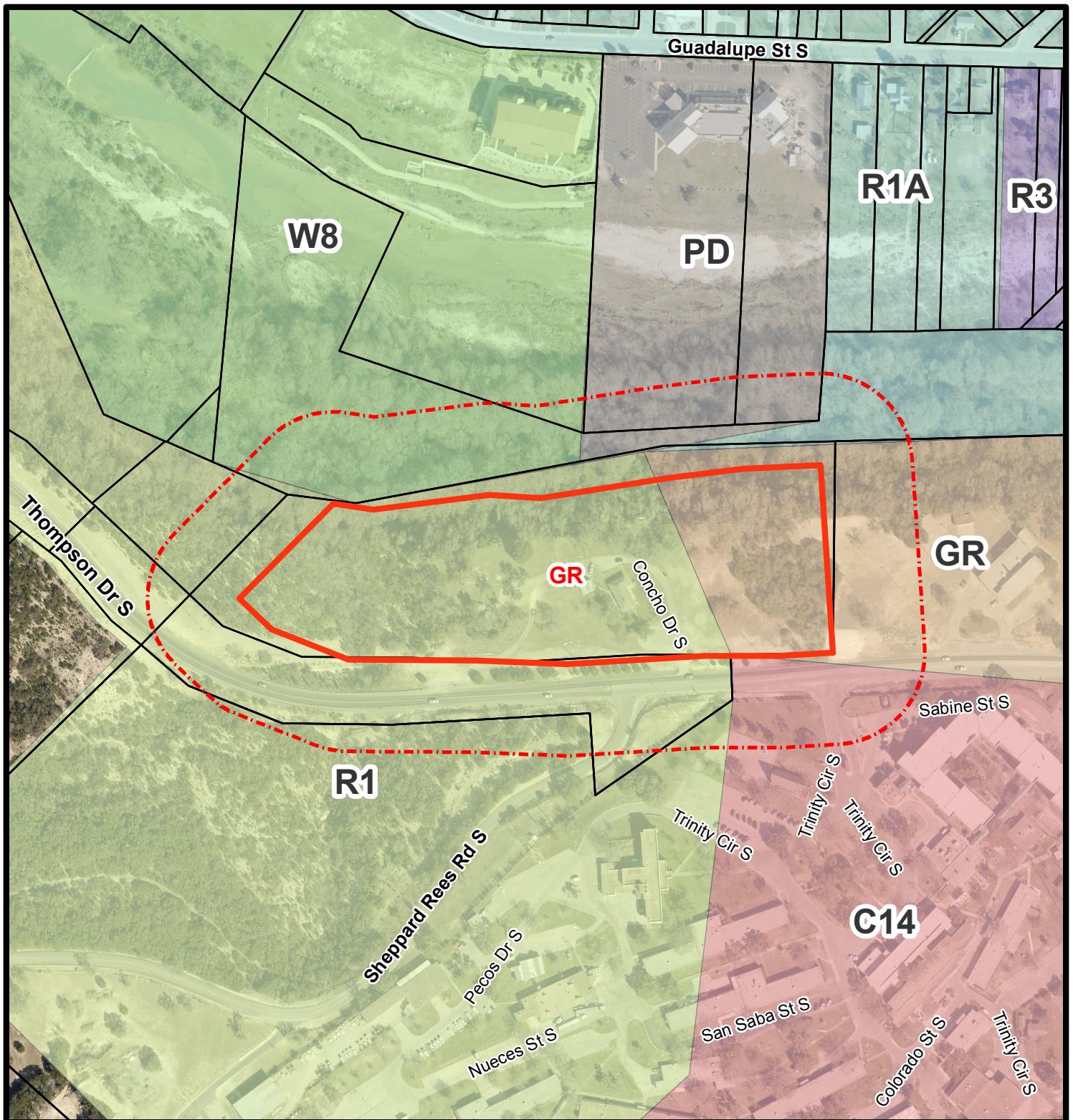
Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



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Michael C. Hayes, City Attorney



## Location Map

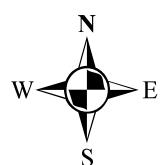
Case # 2019-019

Location:  
100 Concho

### Legend

200' Notification Area  
Subject Properties  
Current Zoning  
Requested Zoning

TEXT  
(TEXT)



0 135 270 540

Scale In Feet

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

10.06 ACRES  
MARCH 21, 2007  
JOB NO. 50689-01.94

FN NO. 50689-01-1R  
50689-01ti.dwg

FIELD NOTE DESCRIPTION

OF A 10.06 ACRE TRACT OF LAND OUT OF THE THORNTON F. HOLLIS SURVEY NO. 143, ABSTRACT NO. 181, KERR COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 621 ACRE TRACT OF LAND DESCRIBED IN DEED OF RECORD IN VOLUME 60, PAGE 388 OF THE DEED RECORDS OF KERR COUNTY, TEXAS; SAID 10.06 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BEING REFERENCED TO THE NORTH AMERICAN DATUM 1983, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, U.S. SURVEY FEET; SURFACE DISTANCES MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000130:

COMMENCING, AT A FOUND TXDOT CONCRETE MONUMENT IN THE NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO.248, (SPUR 98), THOMPSON DRIVE (VOLUME 219, PAGE 569, DEED RECORDS KERR COUNTY, TEXAS), BEING THE CENTER LINE STATION OF 41+80.70;

THENCE, S 86° 32' 53" W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO.248, (SPUR 98), THOMPSON DRIVE, A DISTANCE OF 339.59 FEET TO A SET  $\frac{1}{2}$  INCH IRON ROD WITH BPI CAP, HAVING A TEXAS STATE PLANE GRID COORDINATE OF (N = 13,928,567.93, E = 1,918,650.26), FOR THE POINT OF BEGINNING AND THE SOUTHEASTERLY CORNER OF HEREIN DESCRIBED TRACT;

THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO.248, (SPUR 980), THOMPSON DRIVE AND THE SOUTHERLY LINES OF THE HEREIN DESCRIBED TRACT AS FOLLOWS (THE FOLLOWING RECORD BEARINGS ARE TAKEN FROM VOLUME 219, PAGE 569, D.R.K.C.T.):

S 86° 32' 53" W, A DISTANCE OF 119.11 FEET TO A SET  $\frac{1}{2}$  INCH IRON ROD WITH BPI CAP;

N 89° 54' 52" W, (N 89° 41' 13"), A DISTANCE OF 161.16 (160.91) FEET TO A FOUND TXDOT CONCRETE MONUMENT;

S 86° 35' 39" W, (S 86° 45' 00"), A DISTANCE OF 300.35 FEET (300.00) TO A FOUND TXDOT CONCRETE MONUMENT;

**EXHIBIT A**

*Page 1 of 3*

N 87° 46' 38" W (N 87° 32' 22" W), A DISTANCE OF 200.39 FEET (201.00 FEET), TO A SET  $\frac{1}{2}$  INCH IRON ROD WITH BPI CAP;

N 89° 37' 30" W (N 89° 22' 24" W), A DISTANCE OF 276.76 FEET (276.81 FEET), TO A FOUND TXDOT CONCRETE MONUMENT;

N 68° 17' 27" W (N 68° 06' 19" W), A DISTANCE OF 180.09 FEET (179.87 FEET), TO A FOUND TXDOT CONCRETE MONUMENT;

N 46° 49' 53" W (N 46° 42' 14" W), A DISTANCE OF 97.05 FEET (98.08 FEET) TO A SET  $\frac{1}{2}$  INCH IRON ROD WITH BPI CAP, AT THE BASE OF AN OLD FENCE CORNER POST, FOR THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT AND FOR THE MOST SOUTHEASTERLY CORNER OF THE HOWE FAMILY LIVING TRUST, AS RECORDED IN VOLUME 590, PAGE 606 OF THE DEED RECORDS OF KERR COUNTY, TEXAS, FROM WHICH A FOUND  $\frac{1}{2}$  INCH IRON ROD BEARS N 46° 49' 53" W, A DISTANCE OF 1.05 FEET;

THENCE, N 44° 47' 12" E, (N 44° 50' E, V.60, PG.388), ALONG AN EXISTING OLD MESH AND BARB WIRE FENCE, BEING THE SOUTHEAST LINE OF SAID HOWE FAMILY LIVING TRUST TRACT AND THE NORTHWEST LINE OF SAID 621 ACRE TRACT, A DISTANCE OF 291.60 FEET TO A POINT ON THE SOUTHERLY BANK OF GUADALUPE RIVER FOR THE NORTHWESTERLY CORNER OF HEREIN DESCRIBED TRACT; SAID POINT ALSO BEING THE SAME AS THAT CALLED FOR NORTHWEST CORNER, (SOUTH BANK OF THE GUADALUPE RIVER) OF SAID 621 ACRES RECORDED IN VOLUME 60, PAGE 388 OF THE DEED RECORDS KERR COUNTY, TEXAS;

THENCE, ALONG AND WITH THE MEANDERS OF THE SOUTHERLY BANK OF THE GUADALUPE RIVER, THE FOLLOWING COURSES:

S 81° 56' 37" E, A DISTANCE OF 88.36 FEET TO A POINT FOR CORNER;

N 82° 48' 07" E, A DISTANCE OF 254.48 FEET TO A POINT FOR CORNER;

S 86° 26' 50" E, A DISTANCE OF 113.47 FEET TO A POINT FOR CORNER;

N 81° 02' 00" E, A DISTANCE OF 280.86 FEET TO A POINT FOR CORNER;

PAGE 3 OF 3

N 82° 47' 09" E, A DISTANCE OF 163.29 FEET TO A POINT FOR CORNER;

N 87° 29' 46" E, A DISTANCE OF 170.06 FEET TO A POINT FOR THE NORTHEASTERLY CORNER OF HEREIN DESCRIBED TRACT;

THENCE, S 03° 46' 32" E, EXTENDING INTO SAID 621 ACRE TRACT, A DISTANCE OF 409.85 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 10.06 ACRES OF LAND, MORE OR LESS.

NOTE: Basis of Bearings are referenced to the North American Datum 1983, Texas Coordinate System, South Central Zone by GPS Observation, holding Fredericksburg CORS Station TXFR and San Antonio CORS Station TXAN for directional control:

TXAN

Lat: N 29° 29' 28.34309"  
Long: W 098° 34' 35.88078"

TXFR

Lat: N 30° 14' 45.49656"  
Long: W 098° 50' 48.42812"

*Hal B. Lane* 3/21/07  
HAL B. LANE III  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NUMBER 4690  
BURY & PARTNERS, INC.  
ENGINEERS AND SURVEYORS  
922 ISOM ROAD, SUITE #100  
SAN ANTONIO, TEXAS 78216



page 3 of 3





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

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**SUBJECT:** Project Funding Agreement between the City of Kerrville, Texas Economic Improvement Corporation and the City of Kerrville, Texas, for the construction project to extend Olympic Drive and wastewater services within the same area.

**AGENDA DATE OF:** April 23, 2019      **DATE SUBMITTED:** Mar 04, 2019

**SUBMITTED BY:** Shelley McElhannon

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**EXHIBITS:** [20190423\\_Consideration\\_EIC Project Funding Agreement\\_041819.pdf](#)  
[20190423\\_Consideration\\_Olympic Drive and Sewer EOPC.pdf](#)  
[20190423\\_Consideration\\_Olympic Drive Additional Costs.pdf](#)  
[20190312\\_Consideration\\_Olympic Drive\\_Preliminary Design.pdf](#)  
[20190312\\_Consideration\\_Olympic Dr\\_Aerial Map.pdf](#)

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<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$1,050,000	N/A (EIC)	N/A (EIC)	N/A (EIC)

**PAYMENT TO BE MADE TO:** City of Kerrville, TX

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	E - Economic Development
<b>Guiding Principle</b>	E6. Support access to the infrastructure necessary to accommodate the future growth of housing and business (water, wastewater, power, communications, roads)
<b>Action Item</b>	E6.1 - Develop budgets and capital improvement plans that address the infrastructure required to accommodate both existing and future needs

**SUMMARY STATEMENT:**

The roadway extension of Olympic Drive from its current alignment off of Singing Wind Dr. through existing, but not built, right-of-way (ROW) to Loop 534 was identified in the recently updated Master Thoroughfare Plan. This general area is identified within the Kerrville 2050 Comprehensive Plan as Strategic Catalyst Area #8 and has a mix of both residential

and commercial place-types that were anticipated by the community.

Typically, new roads and infrastructure are built by the development community and then dedicated to the City for ongoing maintenance and operation. Recently, an approximate 35-acre property directly adjacent to the undeveloped Olympic Drive ROW was purchased by the Kerrville Independent School District (KISD) as the site for their new middle school. This middle school project was a part of the community-adopted 2018 KISD Bond Election, and has been designed to accommodate future growth in student enrollment and staff. KISD, as the property developer, is responsible for constructing their prorata share of the infrastructure required to serve their proposed new middle school development. However, KISD would not be required to solely build the entirety of the Olympic Drive extension, as there are other adjacent property owners to the Olympic Drive ROW. Both Schreiner University as well as the City of Kerrville also own vacant property adjacent to this undeveloped ROW, and are actively marketing those properties for future development. As such, a full extension of the roadway might be beneficial to the community in the near term, as indicated in the Kerrville 2050 Comprehensive Planning process, to help accelerate business growth within that corridor and strategic catalyst area. The project is eligible for Kerrville Economic Improvement Corporation (EIC) funding via Section 501.103 of the Local Government Code under the parameters of project expenditures such as streets & roads, water & sewer utilities, and related improvements that are found by the EIC board of directors to be required for infrastructure necessary to promote new or expanded business enterprises.

The consulting engineer's estimate of probable cost (EOPC) for this roadway construction effort is estimated to be approximately \$2 million. As such, the City has negotiated a Interlocal Cooperation Agreement with KISD to pay for 50% of the roadway improvements across this extension corridor. KISD is responsible for a higher percentage of the extension of sewer service in that area (~75 - 80%), as they will likely be a more primary user. The consulting engineer's estimate of probable cost for the sewer extension is approximately \$235,000. In addition, KISD would be 100% responsible for any deceleration lanes that may be necessary along loop 534 into their property. Under this general arrangement, the City would enter into and manage the contracts necessary to complete the design/engineering work, as well as the eventual construction contracts.

On March 12, 2019 the City Council authorized staff to apply to the Kerrville Economic Improvement Corporation for a Project Funding Agreement for the remaining portion of funding needed for the design, engineering, and construction (with contingency) of the Olympic Drive street, sidewalk, and sewer extensions. Staff estimates that this portion of funding, above and beyond the KISD share, is approximately \$1,050,000. The EIC held a public hearing on April 15, 2019, and unanimously approved the Project Funding

Agreement.

**RECOMMENDED ACTION:**

Authorization for staff to execute the Project Funding Agreement.

**PROJECT FUNDING AGREEMENT BETWEEN THE CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION AND THE CITY OF KERRVILLE, TEXAS, FOR THE CONSTRUCTION PROJECT TO EXTEND OLYMPIC DRIVE AND WASTEWATER SERVICES WITHIN THE SAME AREA**

**THIS PROJECT FUNDING AGREEMENT** (the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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”), acting by and through its President; and the City of Kerrville, Texas (“City”), a Texas home-rule municipality, acting by and through its City Manager. EIC and City are sometimes collectively referred to herein as “Parties” and individually as “Party”.

**WITNESSETH:**

**WHEREAS**, pursuant to Chapter 505 of the Act, the EIC may undertake, or provide funding to City to undertake, projects which the EIC finds to be encompassed by the definition of “projects” as that word is defined in 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 as defined by the Act, including:

“Projects related to 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”, as described in Section 501.103 of the Act (emphasis supplied); and

**WHEREAS**, the Kerrville Independent School District (“KISD”) plans to build a new middle school generally located on a 35-acre property across Loop 534 (Veterans Highway) from Tivy School; and

**WHEREAS**, as part of this development, and to meet the needs of accessibility and circulation within this area, Olympic Drive needs to be extended from where it currently dead-ends until it connects with Loop 534; and

**WHEREAS**, the City owns the right-of-way necessary to extend Olympic Drive in this manner; and

**WHEREAS**, in addition to the extension of Olympic Drive, a wastewater main must be extended as well to serve the new school; and

**WHEREAS**, as the developer, KISD is responsible for its proportional share of the costs for the extension of both Olympic Drive and the wastewater main, which in this instance, equates to approximately 50% of the cost of the roadway and 75-80% cost of the wastewater main; and

**WHEREAS**, the City and Schreiner University own large tracts of vacant property in this immediate area, and both entities are actively engaged in marketing such property for a variety of uses, to include private housing developments and commercial purposes; and

**WHEREAS**, City is currently in the process of overseeing the design and engineering for construction to extend both Olympic Drive and the wastewater line (the “Project”, as further defined below); and

**WHEREAS**, the City believes that both the extension of Olympic Drive and the wastewater line will help the marketing of both the City’s and Schreiner University’s properties as described above as well as the surrounding area in ways that will promote or develop new or expanded business enterprises; and

**WHEREAS**, City staff, in consultation with design and engineering consultants, estimates that the total cost of the Olympic Drive extension, to include sidewalks and other amenities, is \$2,000,000.00, while the total cost of the wastewater extension is \$235,000.00; and

**WHEREAS**, City and KISD have agreed to work together to pay for this infrastructure and are in the process of finalizing a Development Agreement; and

**WHEREAS**, as part of this Development Agreement, KISD has tentatively agreed to pay for its 50% share of the costs of the Olympic Drive extension and depending on additional studies, between 75-80% of the cost of the wastewater extension; and

**WHEREAS**, based upon the costs and the proposed agreement with KISD, the City seeks grant funding from the EIC in the amount of \$1,050,000.00 over two fiscal years, for the City to use in bidding, awarding, managing, and constructing the Project; and

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

**WHEREAS**, finding that providing funds to contribute toward the development and construction of the Project is required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, 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 a portion of its costs related to the Project; and

**WHEREAS**, on April 15, 2019, 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, City and EIC agree as follows:

1. **“Project” Defined:** When used in this Agreement, the phrase “Project” means the *Engineer’s Opinion of Probable Costs*, which contains a project summary and cost itemization, as found at **Exhibit A** attached hereto and included herein for all purposes. 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 Portion of Project:** The EIC agrees to provide City an amount up to and not to exceed \$1,050,000.00 in 4B Revenues to be used to fund a portion of the Project. City is authorized to make payments for the herein described purposes directly from funds allocated for in the General Capital Projects Fund. Payments to be made by EIC to City are subject to the EIC’s appropriation of funds for such payments in the budget year for which they are paid. Any payment made by EIC to City must be made solely from the annual budgeting and appropriations of EIC.
3. **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.
4. **Project Timeline:** The City estimates that construction activities for the Project will begin on or before October 2020.
5. **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.
6. **Amendment:** This Agreement may be amended only by written amendment signed by the Parties.

7. **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

8. **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.

9. **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.

10. **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.

11. **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.

12. **Survival of Terms:** All rights, duties, liabilities, and obligations accrued prior to termination will survive termination.

13. **Entire Agreement:** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof.

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

**CITY OF KERRVILLE, TEXAS**

By: \_\_\_\_\_  
Mark McDaniel, City Manager

ATTEST:

Shelley McElhannon, City Secretary

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

By: \_\_\_\_\_  
Kenneth Early, President

ATTEST:

Cheryl Brown, Secretary for the EIC

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney



CIVIL ENGINEERING CONSULTANTS  
DON DURDEN, INC.

**Olympic Drive**  
**Engineer's Opinion of Probable Costs**

Item	Unit	Qty	Unit Cost	Extension
Mobilization	L.S.	10%		126,363
Insurance and Bond	L.S.	3%		37,909
Barricades and Traffic Control	L.S.	1	\$1,500.00	1,500
Prepare Right-of-Way	Ac.	5	\$3,000.00	14,400
Excavation	C.Y.	5050	\$12.00	60,600
Haul Off	C.Y.	4500	\$10.00	45,000
Prime / Tack Coats	Gallon	1000	\$4.00	4,000
6" Type "B" Hot Mix	S.Y.	9780	\$35.00	342,300
Subgrade Stabilization (6")	S.Y.	9780	\$2.50	24,450
Cement	Ton	110	\$250.00	27,500
Concrete Curb and Gutter	L.F.	5250	\$22.00	115,500
2" Type "D" Hot Mix Asphalt	S.Y.	8615	\$12.00	103,380
10' Concrete Sidewalk	S.Y.	1970	\$45.00	88,650
8' Concrete Sidewalk	S.Y.	230	\$50.00	11,500
5' Concrete Sidewalk	S.Y.	362	\$55.00	19,910
Reconstruct Park Driveway Approach	Each	2	\$6,000.00	12,000
Concrete Driveway Approach	S.Y.	120	\$75.00	9,000
Sidewalk Retaining Wall	F.F.	325	\$25.00	8,125
Curb Inlets	Each	2	\$6,000.00	12,000
Single Box Culvert	L.S.	1	\$120,000.00	120,000
Topsoil	C.Y.	1025	\$30.00	30,750
Sod	S.Y.	9333	\$4.00	37,332
Watering	L.S.	1	\$8,000.00	8,000
4" Thermoplastic Striping (New Roadway)	L.F.	5250	\$1.75	9,188
Turn Arrows (New Roadway)	Each	32	\$200.00	6,400
4" thermoplastic Striping (Existing Roadway)	L.F.	5400	\$1.75	9,450
Turn Arrow (Existing roadway)	Each	30	\$200.00	6,000
Pedestrian Crossing	Each	2	\$2,000.00	4,000
Signage	Each	10	\$150.00	1,500
Curb Ramps	Each	4	\$1,500.00	6,000
Adjust Water Valves	Each	8	\$250.00	2,000
Adjust Fire Hydrants	Each	8	\$2,000.00	16,000
Adjust Water Line at Culvert	L.S.	1	\$7,500.00	7,500
12" x 8" Tapping Sleeve and Valve	Each	2	\$2,500.00	5,000
8" DR 18 C900 PVC	L.F.	100	\$55.00	5,500
Fire Hydrant with valve and tee	Each	2	\$3,000.00	6,000
Street Lights	Each	12	\$2,000.00	24,000
Conduit Crossings	Each	2	\$2,000.00	4,000
Rock Excavation Extra Allowance	C.Y.	1600	\$22.00	35,200
SWPPP	L.S.	1	\$20,000.00	20,000
			<b>Subtotal</b>	<b>1,427,907</b>
Engineering/Construction Management	L.S.			142,791
Material Testing	L.S.			41,000
Contingency	%			392,674
			<b>TOTAL</b>	<b>2,004,372</b>

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CIVIL ENGINEERING CONSULTANTS  
DON DURDEN, INC.

**Olympic Drive Sanitary Sewer  
Engineer's Opinion of Probable Costs**

Item	Unit	Qty	Unit Cost	Extension
Mobilization	L.S.	11%		\$16,291
Insurance and Bond	L.S.	3%		\$4,443
Construct Manhole on Existing Line	Each	1	\$5,500.00	\$5,500
Sanitary Sewer Manhole	Each	4	\$4,750.00	\$19,000
Additional Depth to MH	V.F.	20	\$400.00	\$8,000
8" SDR 26 PVC (0-10' cut)	L.F.	2050	\$50.00	\$102,500
Trench Protection	L.F.	2050	\$2.00	\$4,100
8" Service at Manhole	Each	4	\$2,250.00	\$9,000
<b>Subtotal</b>				<b>\$168,834</b>
Engineering	L.S.			\$18,572
Contingency	%			\$46,851
<b>Total</b>				<b>\$234,257</b>



CIVIL ENGINEERING CONSULTANTS  
DON DURDEN, INC.

### Olympic Drive Loop 534 Signal Modifications

#### Engineer's Opinion of Probable Costs

Item	Unit	Qty	Unit Cost	Extension
Mobilization	L.S.		10%	\$6,400
Insurance and Bond	L.S.		3%	\$1,920
Barricades and Traffic Control	L.S.	1	\$1,500.00	\$1,500
Prepare Right-of-Way	L.S.	1	\$1,500.00	\$1,500
Signal Pole Foundation	Each	1	\$4,000.00	\$4,000
Signal Pole with Arm	Each	1	\$15,000.00	\$15,000
Replace 3 Head Signal with 5 Head	Each	1	\$3,000.00	\$3,000
Pedestrian push button pole	Each	2	\$1,850.00	\$3,700
5 Head signal	Each	2	\$2,000.00	\$4,000
Pedestrian Signal Pole	Each	2	\$1,900.00	\$3,800
Radar Units	Each	2	\$6,500.00	\$13,000
Wiring	L.S.	1	\$5,000.00	\$5,000
Crosswalk Striping	L.S.	1	\$2,000.00	\$2,000
Modify Center Turn Lane Striping for N.B. Left Turn Lane	L.S.	1	\$7,500.00	\$7,500
			Subtotal	\$72,320
Engineering/Construction Management	L.S.			\$7,232
Contingency	%			\$18,080
			TOTAL	\$97,632

### Olympic Drive Loop 534 Pavement Connection

#### Engineer's Opinion of Probable Costs

1	Mobilization	L.S.	10%	\$15,702
2	Insurance and Bond	L.S.	3%	\$4,711
3	Barricades and Traffic Control	L.S.	1	\$2,500.00
4	Prepare Right-of-Way	L.S.	1	\$1,000.00
5	Box Culvert	L.F.	112	\$500.00
6	Headwalls	C.Y.	12	\$800.00
7	Concrete Rip Rap	S.Y.	25	\$80.00
8	Railing	L.F.	50	\$100.00
9	Safety End Treatment	Each	2	\$2,500.00
10	Cement	Ton	5	\$2,500.00
11	Subgrade Stabilization	S.Y.	500	\$2.50
12	Excavation	C.Y.	1000	\$12.00
13	Haul Off	C.Y.	1000	\$10.00
14	6" Type "B" Hot Mix	S.Y.	440	\$35.00
15	2" Type "D" Hot Mix	S.Y.	440	\$12.00
16	Tack/Prime Coat	Gallon	22	\$4.00
17	Curb	L.F.	100	\$15.00
18	Topsoil	C.Y.	140	\$15.00
19	Erosion Control Fabric	S.Y.	1200	\$1.50
20	Grate Inlet	Each	2	\$3,500.00
21	18" RCP	L.F.	100	\$50.00

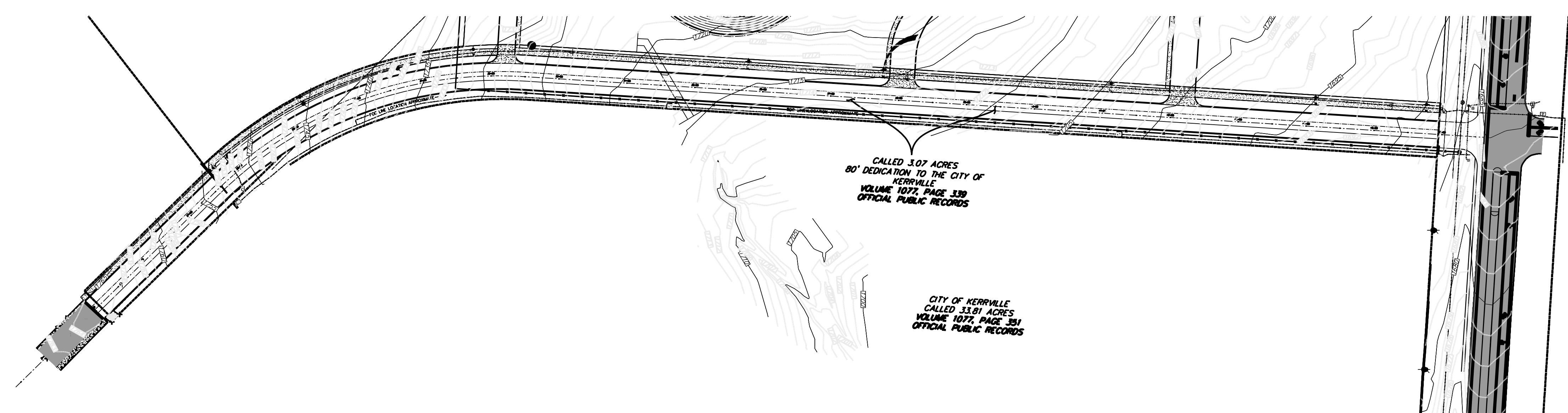
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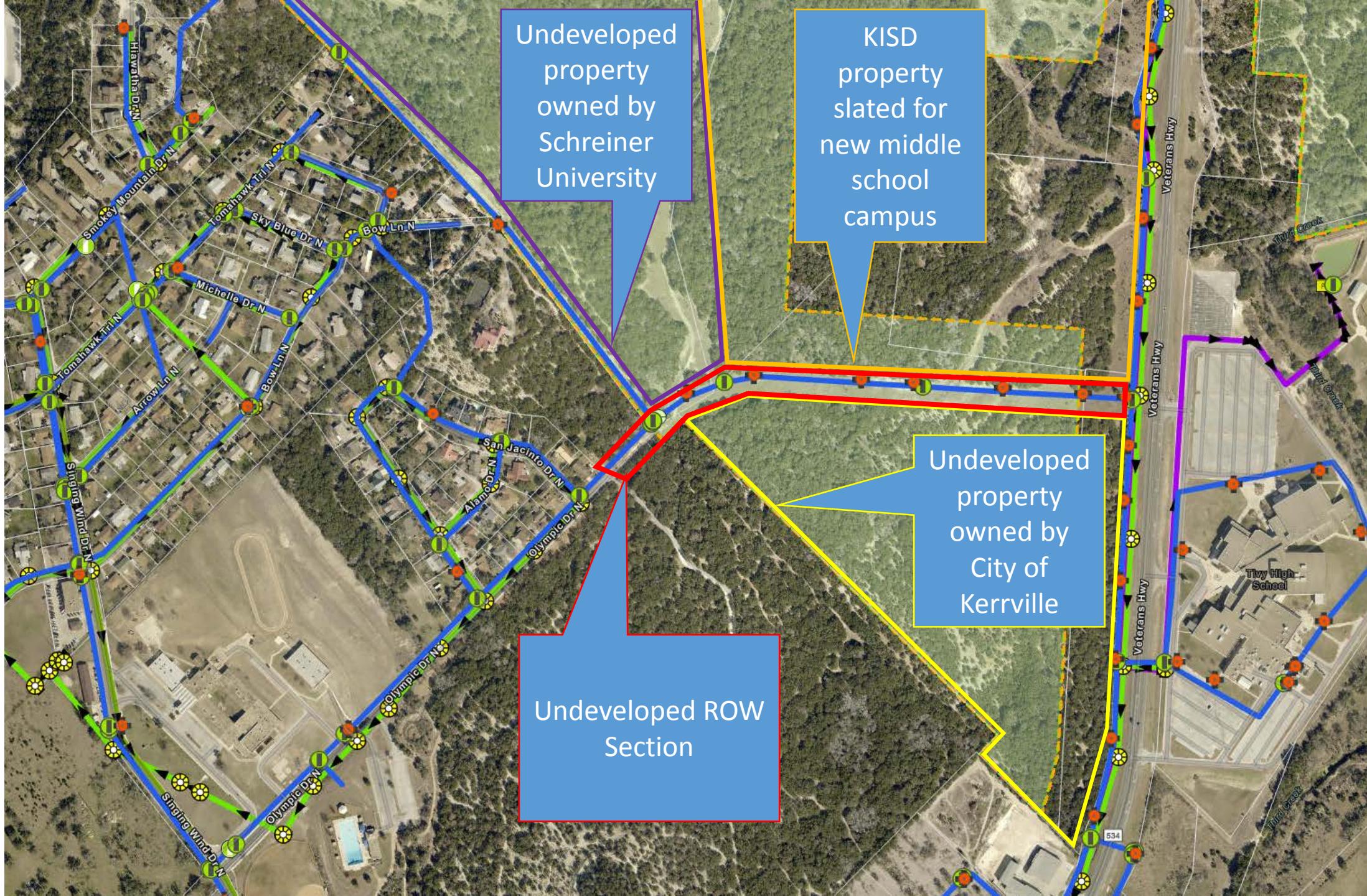
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22	SWPPP	L.S.	1	\$2,000.00	\$2,000
23	Utility Adjustments	L.S.	1	\$10,000.00	\$10,000
				<b>Subtotal</b>	<b>\$187,430</b>
	Engineering/Construction Management	L.S.			\$44,501
	Material Testing	L.S.			\$2,500
	Contingency	%			\$57,983
				<b>TOTAL</b>	<b>\$292,415</b>

**Loop 534 Deceleration Lane - Olympic Drive**  
**Engineer's Opinion of Probable Costs**

1	Mobilization	L.S.	10%	\$11,370	
2	Insurance and Bond	L.S.	3%	\$3,411	
3	Barricades and Traffic Control	L.S.	1	\$4,500.00	\$4,500
4	Prepare Right-of-Way	L.S.	1	\$1,500.00	\$1,500
5	Box Culvert	L.F.	112	\$500.00	\$56,000
10	Cement	Ton	5	\$2,500.00	\$12,500
11	Subgrade Stabilization	S.Y.	750	\$2.50	\$1,875
12	Excavation	C.Y.	225	\$12.00	\$2,700
13	Haul Off	C.Y.	100	\$10.00	\$1,000
14	6" Type "B" Hot Mix	S.Y.	670	\$35.00	\$23,450
15	2" Type "D" Hot Mix	S.Y.	670	\$12.00	\$8,040
16	Tack/Prime Coat	Gallon	33	\$4.00	\$132
17	SWPPP	L.S.	1	\$2,000.00	\$2,000
18	Erosion Control Fabric	S.Y.	1400	\$1.50	\$2,100
19	Topsoil	C.Y.	150	\$15.00	\$2,250
20	Restriping	L.S.	1	\$3,500.00	\$3,500
				<b>Subtotal</b>	<b>\$136,328</b>
	Engineering/Construction Management	L.S.			\$13,633
	Material Testing	L.S.			\$2,500
	Contingency	%			\$37,490
				<b>TOTAL</b>	<b>\$189,950</b>





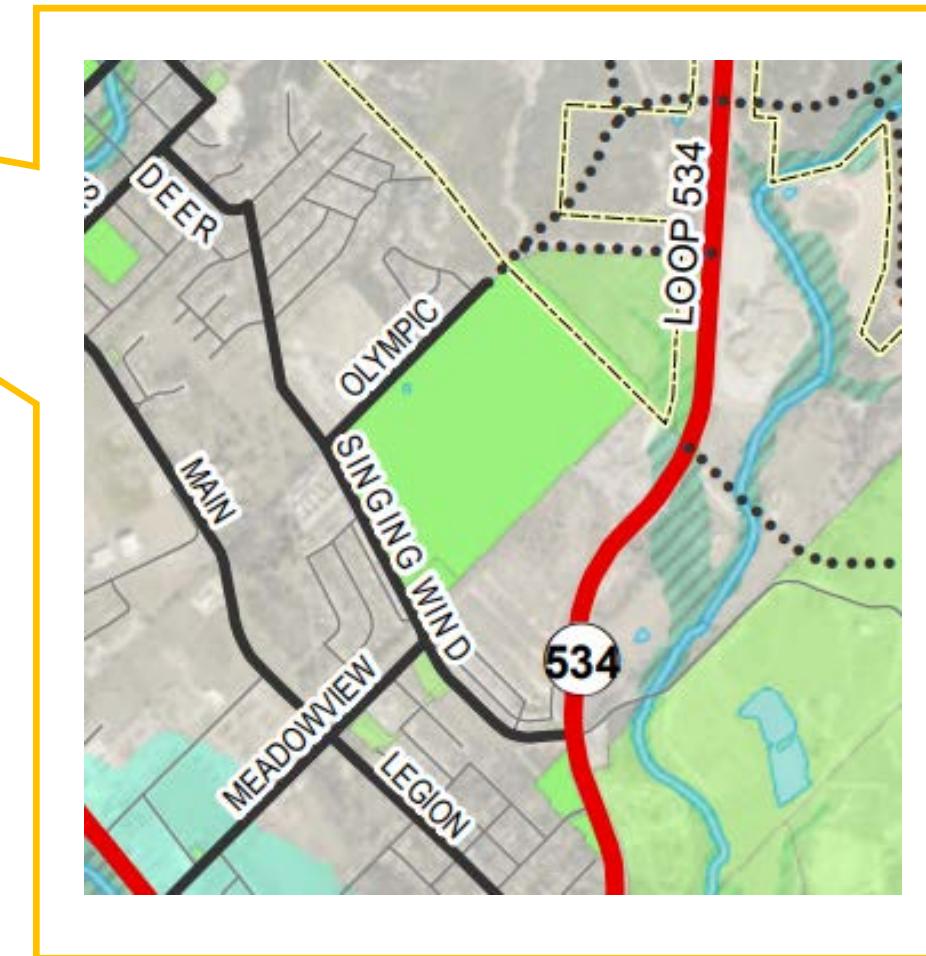
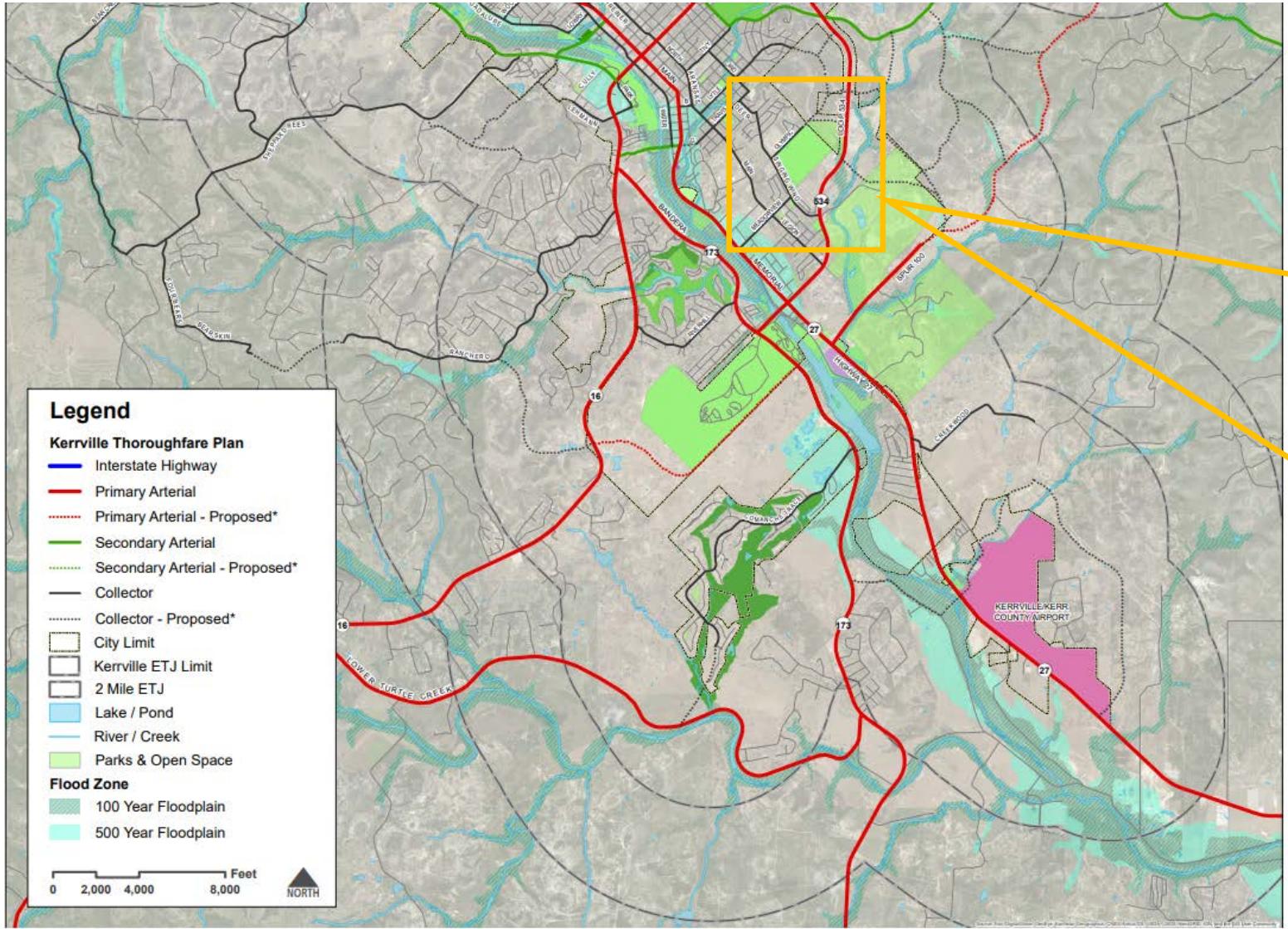


Figure 2: Draft Thoroughfare Plan

# Strategic Catalyst Area 8

This strategic catalyst area surrounds Loop 534 and is largely undeveloped. In the future, it will likely serve as a link to Tivy High School.

**Defining Characteristics:** SCA 8 is the Loop 534 corridor. Tivy High School is the anchor institution.

**Allowable Place Types:** Estate Residential, Neighborhood Residential, Preservation Residential, Transitional Residential, Community Commercial

**Place Type Distinctions:** Community Commercial place types are most appropriate along the highway corridor. Transitional Residential, Preservation Residential, Neighborhood Residential, and Estate Residential place types are more appropriate as topography becomes hillier and more challenging.

**Size:** 878 acres

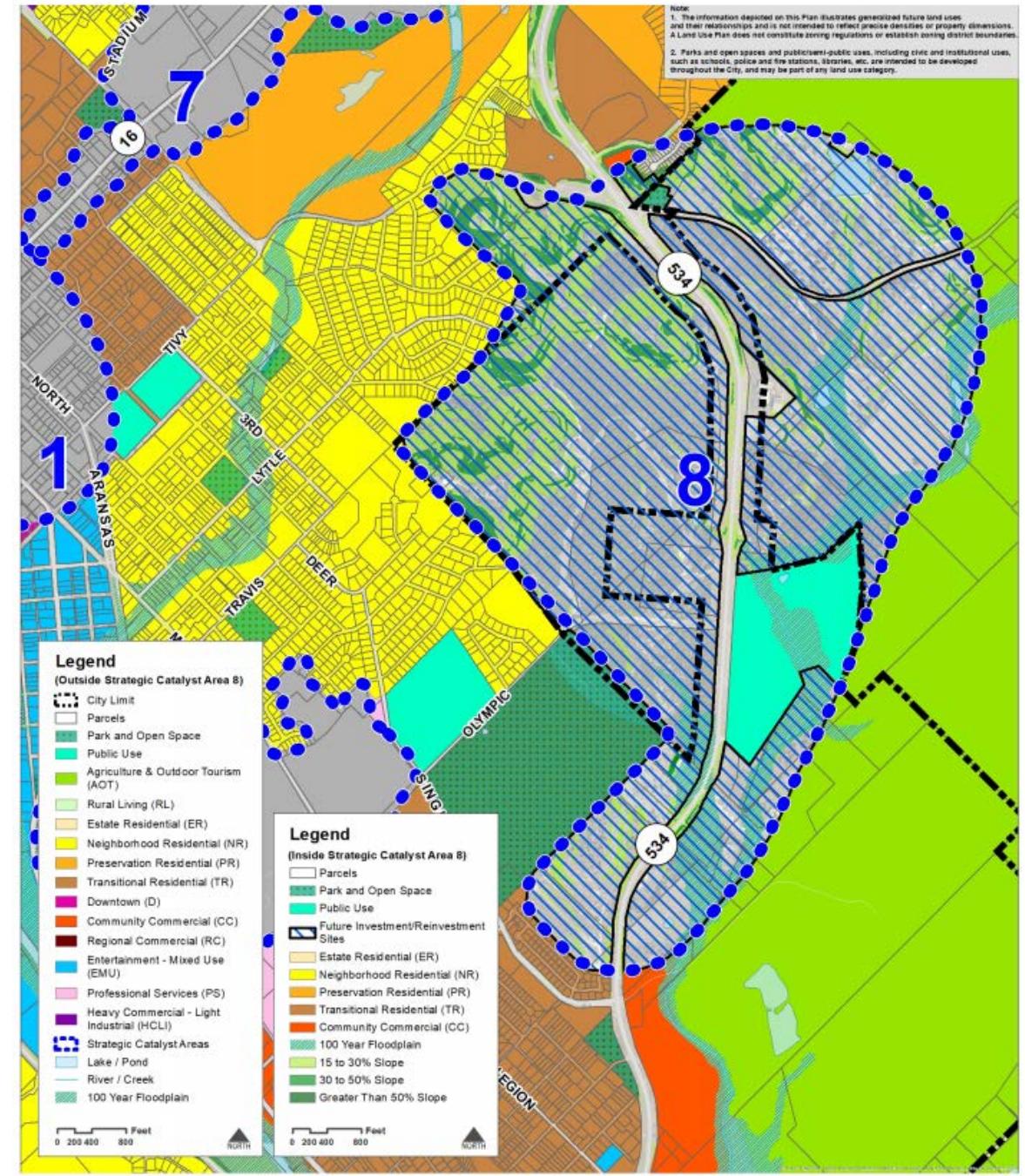
**Developable Sites:** 679 acres

**Residents:** 112

**Jobs:** 26



Figure 15: Strategic Catalyst Area 8





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

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**SUBJECT:** Interlocal Cooperation Agreement between City of Kerrville, Texas and Kerrville Independent School District: Olympic Drive Extension

**AGENDA DATE OF:** April 23, 2019      **DATE SUBMITTED:** Apr 16, 2019

**SUBMITTED BY:** EA Hoppe

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**EXHIBITS:** [20190423\\_Consideration\\_Interlocal Cooperation Agreement with City of Kerrville and KISD - Olympic Drive.pdf](#)

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<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$1,050,000	N/A (EIC)	N/A (EIC)	N/A (EIC)

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

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	E - Economic Development
<b>Guiding Principle</b>	E6. Support access to the infrastructure necessary to accommodate the future growth of housing and business (water, wastewater, power, communications, roads)
<b>Action Item</b>	E6.1 - Develop budgets and capital improvement plans that address the infrastructure required to accommodate both existing and future needs

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**SUMMARY STATEMENT:**

The roadway extension of Olympic Drive from its current alignment off of Singing Wind Dr. through existing, but not built, right-of-way (ROW) to Loop 534 was identified in the recently updated Master Thoroughfare Plan. This general area is identified within the Kerrville 2050 Comprehensive Plan as Strategic Catalyst Area #8 and has a mix of both residential and commercial place-types that were anticipated by the community.

Typically, new roads and infrastructure are built by the development community and then dedicated to the City for ongoing maintenance and operation. Recently, an approximate 35-acre property directly adjacent to the undeveloped Olympic Drive ROW was purchased

by the Kerrville Independent School District (KISD) as the site for their new middle school. This middle school project was a part of the community-adopted 2018 KISD Bond Election, and has been designed to accommodate future growth in student enrollment and staff. KISD, as the property developer, is responsible for constructing their prorata share of the infrastructure required to serve their proposed new middle school development. However, KISD would not be required to solely build the entirety of the Olympic Drive extension, as there are other adjacent property owners to the Olympic Drive ROW. Both Schreiner University as well as the City of Kerrville also own vacant property adjacent to this undeveloped ROW, and are actively marketing those properties for future development. As such, a full extension of the roadway might be beneficial to the community in the near term, as indicated in the Kerrville 2050 Comprehensive Planning process, to help accelerate business growth within that corridor and strategic catalyst area. The project is eligible for Kerrville Economic Improvement Corporation (EIC) funding via Section 501.103 of the Local Government Code under the parameters of project expenditures such as streets & roads, water & sewer utilities, and related improvements that are found by the EIC board of directors to be required for infrastructure necessary to promote new or expanded business enterprises.

The consulting engineer's estimate of probable cost (EOPC) for this roadway construction effort is estimated to be approximately \$2 million. As such, the City has negotiated a Interlocal Cooperation Agreement with KISD to pay for 50% of the roadway improvements across this extension corridor. KISD is responsible for a higher percentage of the extension of sewer service in that area (~80%), as they will likely be a more primary user. The consulting engineer's estimate of probable cost for the sewer extension is approximately \$235,000. In addition, KISD would be 100% responsible for any deceleration lanes that may be necessary along loop 534 into their property. Under this general arrangement, the City would enter into and manage the contracts necessary to complete the design/engineering work, as well as the eventual construction contracts.

On March 12, 2019 the City Council authorized staff to apply to the Kerrville Economic Improvement Corporation for a Project Funding Agreement for the remaining portion of funding needed for the design, engineering, and construction (with contingency) of the Olympic Drive street, sidewalk, and sewer extensions. Staff estimates that this portion of funding, above and beyond the KISD share, is approximately \$1,050,000. The EIC held a public hearing on April 15, 2019, and unanimously approved the Project Funding Agreement. KISD held a Board of Trustee meeting on April 15, 2019 and unanimously approved the Interlocal Cooperation Agreement.

**RECOMMENDED ACTION:**

Authorize the City Manager to finalize and execute.

STATE OF TEXAS  
COUNTY OF KERR

§      Interlocal Cooperation Agreement  
§      Between City of Kerrville, Texas and  
§      Kerrville Independent School District:  
§           Olympic Drive Extension

This **Interlocal Cooperation Agreement** (“Agreement”) is made by and between the **City of Kerrville, Texas** (“City”) and the **Kerrville Independent School District** (“KISD”) (collectively the City and KISD are hereafter referred to as “the Parties” or individually as “the Party”), acting by and through their authorized officers.

**RECITALS:**

**WHEREAS**, KISD has plans to build a new middle school adjacent to Loop 534 (Veterans Highway) and across from Tivy High School; and

**WHEREAS**, as part of this development of a new campus, the Parties believe extending and constructing Olympic Drive so that it connects to Loop 534 will both increase access to the new campus as well as adequately accommodate traffic in the area; and

**WHEREAS**, Olympic Drive currently dead-ends but the City owns the right-of-way to extend it so that it connects with Loop 534; and

**WHEREAS**, as part of KISD’s development of its property, KISD will need to connect to and extend a wastewater service main to serve the property; and

**WHEREAS**, based upon the mutual benefits that the extension and construction of Olympic Drive will provide, the Parties desire to share in the cost of design and construction of the Street Improvements, as defined below; and

**WHEREAS**, based upon the application of rough proportionality with respect to the cost of the Wastewater Improvements, as defined below, the Parties desire to share in the design and construction of said improvements, as each pays its pro-rata share; and

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the “Act”), authorizes units of local governments to contract with one or more other units of local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, this Agreement and the activities described herein are authorized by the Act;

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and promises set forth herein and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **Article I Purpose**

The purpose of this Agreement is to evidence the Agreement of the Parties regarding the sharing of costs for the design and construction of the Street Improvements and Wastewater Improvements, both terms as defined below, as set forth herein and other related agreements related to the development of the Property.

### **Article II Definitions**

“*KISD*” means the Kerrville Independent School District.

“*City*” means the City of Kerrville, Texas.

“*Commencement of Construction*” means that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Street Improvements and Wastewater Improvements; (ii) all necessary permits for the Street Improvements and Wastewater Improvements pursuant to the plans therefor have been issued by all the applicable governmental authorities; and (iii) the construction of the Street Improvements and Wastewater Improvements has commenced.

“*Completion of Construction*” means that: (i) substantial completion of the respective Street Improvements and Wastewater Improvements has occurred; and (ii) the City has accepted the respective Street Improvements and Wastewater Improvements.

“*Effective Date*” shall mean the date this Agreement is signed by the Parties.

“*Expiration Date*” means the date the Parties have fully satisfied their respective obligations hereunder.

“*Force Majeure*” means any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of a Party to this Agreement), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials or labor.

“School” means the new middle school that KISD will build on property located at \_\_\_\_\_ Loop 534, within Kerrville, Texas.

“Street Improvements” means the design and construction of an extension of Olympic Drive to connect it with the existing pavement of Loop 534, to include street pavement and curb and gutter (40.0’ width), sidewalks (10.0’ width), street lights, traffic signal control device at Loop 534, and signage, and in general accordance with the specifications provided for in the *Engineers Opinion of Probable Costs for Street Improvements*, which is attached as **Exhibit A**.

“Wastewater Improvements” means the design and construction of wastewater service mains to serve the School, and in general accordance with the specifications provided for in the *Engineers Opinion of Probable Costs for Wastewater*, which is attached as **Exhibit B**.

### **Article III Term**

The term of this Agreement begins on the Effective Date and continues until the Expiration Date, unless sooner terminated as provided herein.

### **Article IV Project**

#### **4.1 Preparation of Plans; Bidding; Split of Funding Responsibility.**

(a) City shall cause plans and specifications for the design and construction of the Street Improvements and Wastewater Improvements to be prepared and submitted to competitive bidding. City will thereafter award a contract(s) for the construction of the Street Improvements and Wastewater Improvements in accordance with state law.

(b) City shall continue to coordinate with KISD to ensure compatibility between the Street Improvements and Wastewater Improvements to the School, in particular the school bus and student drop-off and pick-up locations, traffic flow patterns, and other infrastructure at the School.

(c) KISD shall be responsible for Fifty Percent (50%) of the costs related to the construction of the Street Improvements, which amount, inclusive of a 25% contingency, as of the Effective Date is estimated to be \$\_\_\_\_,\_\_\_\_ as shown on the *Engineer’s Opinion of Probable Costs for Street Improvements* set forth in **Exhibit A**. In addition, KISD shall be responsible for Eighty Percent (80%) of the costs related to the construction of the Wastewater Improvements, which amount, inclusive of a 25% contingency, as of the Effective Date is estimated to be \$\_\_\_\_,\_\_\_\_ as shown on

the *Engineer's Opinion of Probable Costs for Wastewater* set forth in **Exhibit B**. The Parties acknowledge and agree that both the *Engineer's Opinion of Probable Costs for Street Improvements* and *Engineer's Opinion of Probable Costs for Wastewater* are an estimates and that the amount to be paid by KISD to City in accordance with Section 4.3, below, will be based on the actual contract price for the construction of both the Street Improvements and Wastewater Improvements, regardless of whether said contract price is lesser or greater than the estimates set out in either *Engineer's Opinion of Probable Costs*, but subject to the final project reconciliation required by Section 4.7, below.

(d) KISD is responsible for a portion of the costs related to the design and bidding of the Street Improvements and Wastewater Improvements, which amount will be determined by multiplying the total costs for engineering, surveying, testing services, and advertising for bids or proposals incurred by City with respect to the design and solicitation of bids or proposals for construction of the Street Improvements and Wastewater Improvements by a fraction where the denominator is the total construction costs for construction of the Street Improvements and the Wastewater Improvements and the numerator is the amount of the construction costs for construction of the Street Improvements and Wastewater Improvements for which KISD is responsible pursuant to Section 4.1(b), above.

(e) KISD is responsible for any necessary deceleration lanes on Olympic Drive and/or Loop 534 and for the sidewalk to be built from the Loop 534 intersection to the existing sidewalk adjacent to Tivy High School.

**4.2 Project Construction Timing.** Subject to events of Force Majeure, City agrees to:

(a) cause the Commencement of Construction of both the Street Improvements and Wastewater Improvements to occur on or before \_\_\_\_\_, 2019; and

(b) cause Completion of Construction of the Street Improvements and Wastewater Improvements to occur on or before \_\_\_\_\_, 2020.

**4.3 Payment of Project Costs.** City shall pay Fifty Percent (50%) of the final costs for the Street Improvements and Twenty Percent (20%) of the final costs for the Wastewater Improvement, such costs as estimated on **Exhibits A and B**, but subject to change as specified in Section 4.1(b), above. Not later than thirty (30) days after City notifies KISD of the award of one or more contracts to construct the Street Improvements and Wastewater Improvements, which may occur at two separate times, KISD shall pay to City its share of the costs for design and construction of the Street Improvements and Wastewater Improvements based on the allocation of those costs certified by the engineer engaged to design the Street Improvements and

Wastewater Improvements, which allocation shall be based on the contract price with the contractor to whom the Street Improvements and Wastewater Improvements construction contract(s) is awarded.

**4.4 Permits.** City shall obtain and pay the fees for all permits and approvals required by any applicable governmental authorities for the design and construction of the Street Improvements and Wastewater Improvements.

**4.5 Delayed Application of Subdivision Requirements.** City agrees that KISD does not have to receive the City's approval and acceptance as to KISD's construction of the required public improvements, offsite or otherwise, for the School or submit financial assurance for the construction thereof, as required by the City's Subdivision Ordinance, prior to approval of the plat by the City's Planning and Zoning Commission. KISD shall comply with all other provisions of the Subdivision Ordinance and the plat shall not be filed or a certificate of occupancy be issued by the City until KISD complies with the City's public improvement specifications and standards and the City approves the construction of the public improvements and accepts them for maintenance.

**4.6 Books and Records.** KISD shall have the right to review City's records regarding the design and construction of the Street Improvements and Wastewater Improvements during City's normal business hours and upon reasonable notice.

**4.7 Right-of-Way.** Prior to the award of a contract(s) for construction of the Street Improvements and/or Wastewater Improvements, KISD shall dedicate and convey to City any public street and general utility easement, whether one or more, necessary for construction of such improvements, such dedication and conveyance to be by plat or separate instrument in a form reasonably acceptable to City.

**4.8 Final Project Reconciliation.** Not later than ninety (90) days following Completion of Construction and final acceptance of the Street Improvements and Wastewater Improvements by City and payment of all final amounts related to the contracts for design and construction of the Street Improvements and Wastewater Improvements, City will provide a final accounting to KISD of all amounts spent for design and construction of the Street Improvements and Wastewater Improvements, with KISD's share separately itemized. If said accounting shows the amount paid by KISD to City pursuant to Section 4.3 was insufficient to pay KISD's share for design and construction of the Street Improvements and Wastewater Improvements, KISD agrees to pay City the remaining balance not later than thirty (30) days after receipt of the accounting. If said accounting shows that KISD's share for design and construction of the Street Improvements and Wastewater Improvements was less than the amount KISD paid to City pursuant to Section 4.3, City agrees to reimburse KISD such excess amount not later than thirty (30) days after delivery of the accounting to KISD.

## **Article V Termination**

This Agreement shall terminate upon any one or more of the following events:

- (a) by mutual written agreement of the Parties; and
- (b) by any Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof to such breaching Party.

## **Article VI Miscellaneous**

**6.1 Assignment.** This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party.

**6.2 Notice.** Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States Mail, postage prepaid, certified mail, or by hand-delivery or facsimile transmission addressed to the Party at the address set forth below:

**If intended for City:**

Attn: Mark L. McDaniel  
City Manager  
City Hall  
701 Main Street  
Kerrville, Texas 78028

**If intended for KISD:**

Attn: Dr. Mark Foust  
Superintendent of Schools  
1009 Barnett Street Drive  
Kerrville, Texas 78028

Any Party may, at any time, by written notice to the other Party, designate different or additional persons or different addresses for the getting of notices hereunder.

**6.3 Amendment.** This Agreement may be amended by the mutual written agreement of both Parties.

**6.4 Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**6.5 Governing Law.** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Kerr County, Texas. The Parties agree to submit to the jurisdiction of said court.

**6.6 Party Responsibility.** Without waiving any governmental immunity available to the parties under Texas and other applicable laws, and without waiving any available defenses under Texas and other applicable laws, the Parties acknowledge that neither Party is an agent, servant, or employee of the other Party, and each Party agrees it is responsible for its own individual negligent acts or omissions or other tortious conduct as well as such acts and deeds of its contractors, agents, representatives, and employees during performance of this Agreement to the extent such liability can be imputed to said Party under applicable law. Nothing in this Agreement shall be construed as creating or granting any rights, contractual or otherwise, in or to any third persons or entities.

**6.7 Entire Agreement.** This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

**6.8 Mutual Negotiation.** This Agreement has been prepared at the joint request, direction, and construction of the Parties, at arms' length, and shall be construed without favor to any party.

**6.9 Warranty of Capacity to Execute Agreement.** The person signing this Agreement on behalf of each party warrants that he/she has the authority to do so and to bind each party to this Agreement.

**6.10 Authorized Agents.** For purposes of this Agreement, the City Manager is the agent of the City and the Superintendent is the agent of KISD, who are authorized to provide any approvals under this Agreement. The City Manager and the Superintendent may designate a person in writing to exercise the rights conferred under this Agreement of the City or KISD, respectively.

**6.11 Recitals.** The recitals to this Agreement are incorporated herein.

6.12 **Exhibits**. The exhibits to this Agreement are incorporated herein.

6.13 **Counterparts**. This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

6.14 **Survival of Covenants**. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 **Consents**: Whenever the consent or the approval of a Party is required herein, such Party shall not unreasonably withhold, delay, or deny such consent or approval.

6.16 **Current Funds; Fair Compensation**. Each Party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments from current revenues available to the paying Party. The Parties represent and agree that the payments required by this Agreement by the paying Party will fairly compensate the performing Party for the services or functions performed under this Agreement.

6.17 **Good Faith Negotiation; Dispute Mediation**: Whenever a dispute or disagreement arises under the terms of this Agreement the Parties agree to enter into good faith negotiations to resolve such disputes. If the matter continues to remain unresolved, the Parties shall refer the matter to outside mediation prior to engaging in litigation.

SIGNED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF KERRVILLE, TEXAS

\_\_\_\_\_  
Mark L. McDaniel, City Manager

Attest:

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

Approved As To Form:

Michael C. Hayes, City Attorney

SIGNED AND AGREED this 15 day of April, 2019.

KERRVILLE INDEPENDENT SCHOOL  
DISTRICT

David Spouse MD.  
David Spouse, M.D.  
Board President

**EXHIBIT A**  
**ENGINEER'S OPINION OF PROBABLE COST**  
**Olympic Drive Extension**



CIVIL ENGINEERING CONSULTANTS  
DON DURDEN, INC.

**Olympic Drive**  
**Engineer's Opinion of Probable Costs**

Item	Unit	Qty	Unit Cost	Extension
Mobilization	L.S.	10%		126,363
Insurance and Bond	L.S.	3%		37,909
Barricades and Traffic Control	L.S.	1	\$1,500.00	1,500
Prepare Right-of-Way	Ac.	5	\$3,000.00	14,400
Excavation	C.Y.	5050	\$12.00	60,600
Haul Off	C.Y.	4500	\$10.00	45,000
Prime / Tack Coats	Gallon	1000	\$4.00	4,000
6" Type "B" Hot Mix	S.Y.	9780	\$35.00	342,300
Subgrade Stabilization (6")	S.Y.	9780	\$2.50	24,450
Cement	Ton	110	\$250.00	27,500
Concrete Curb and Gutter	L.F.	5250	\$22.00	115,500
2" Type "D" Hot Mix Asphalt	S.Y.	8615	\$12.00	103,380
10' Concrete Sidewalk	S.Y.	1970	\$45.00	88,650
8' Concrete Sidewalk	S.Y.	230	\$50.00	11,500
5' Concrete Sidewalk	S.Y.	362	\$55.00	19,910
Reconstruct Park Driveway Approach	Each	2	\$6,000.00	12,000
Concrete Driveway Approach	S.Y.	120	\$75.00	9,000
Sidewalk Retaining Wall	F.F.	325	\$25.00	8,125
Curb Inlets	Each	2	\$6,000.00	12,000
Single Box Culvert	L.S.	1	\$120,000.00	120,000
Topsoil	C.Y.	1025	\$30.00	30,750
Sod	S.Y.	9333	\$4.00	37,332
Watering	L.S.	1	\$8,000.00	8,000
4" Thermoplastic Striping (New Roadway)	L.F.	5250	\$1.75	9,188
Turn Arrows (New Roadway)	Each	32	\$200.00	6,400
4" thermoplastic Striping (Existing Roadway)	L.F.	5400	\$1.75	9,450
Turn Arrow (Existing roadway)	Each	30	\$200.00	6,000
Pedestrain Crossing	Each	2	\$2,000.00	4,000
Signage	Each	10	\$150.00	1,500
Curb Ramps	Each	4	\$1,500.00	6,000
Adjust Water Valves	Each	8	\$250.00	2,000
Adjust Fire Hydrants	Each	8	\$2,000.00	16,000
Adjust Water Line at Culvert	L.S.	1	\$7,500.00	7,500
12" x 8" Tapping Sleeve and Valve	Each	2	\$2,500.00	5,000
8" DR 18 C900 PVC	L.F.	100	\$55.00	5,500
Fire Hydrant with valve and tee	Each	2	\$3,000.00	6,000
Street Lights	Each	12	\$2,000.00	24,000
Conduit Crossings	Each	2	\$2,000.00	4,000
Rock Excavation Extra Allowance	C.Y.	1600	\$22.00	35,200
SWPPP	L.S.	1	\$20,000.00	20,000
			Subtotal	1,427,907
Engineering/Construction Management	L.S.			142,791
Material Testing	L.S.			41,000
Contingency	%			392,674
			TOTAL	2,004,372

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CIVIL ENGINEERING CONSULTANTS  
DON DURDEN, INC.

**Olympic Drive Loop 534 Signal Modifications  
Engineer's Opinion of Probable Costs**

Item	Unit	Qty	Unit Cost	Extension
Mobilization	L.S.	10%		\$6,400
Insurance and Bond	L.S.	3%		\$1,920
Barricades and Traffic Control	L.S.	1	\$1,500.00	\$1,500
Prepare Right-of-Way	L.S.	1	\$1,500.00	\$1,500
Signal Pole Foundation	Each	1	\$4,000.00	\$4,000
Signal Pole with Arm	Each	1	\$15,000.00	\$15,000
Replace 3 Head Signal with 5 Head	Each	1	\$3,000.00	\$3,000
Pedestrian push button pole	Each	2	\$1,850.00	\$3,700
5 Head signal	Each	2	\$2,000.00	\$4,000
Pedestrian Signal Pole	Each	2	\$1,900.00	\$3,800
Radar Units	Each	2	\$6,500.00	\$13,000
Wiring	L.S.	1	\$5,000.00	\$5,000
Crosswalk Striping	L.S.	1	\$2,000.00	\$2,000
Modify Center Turn Lane Striping for N.B. Left Turn Lane	L.S.	1	\$7,500.00	\$7,500
			Subtotal	\$72,320
Engineering/Construction Management	L.S.	1		\$7,232
Contingency	%			\$18,080
			TOTAL	\$97,632

**Olympic Drive Loop 534 Pavement Connection  
Engineer's Opinion of Probable Costs**

1	Mobilization	L.S.	10%	\$15,702
2	Insurance and Bond	L.S.	3%	\$4,711
3	Barricades and Traffic Control	L.S.	1	\$2,500.00
4	Prepare Right-of-Way	L.S.	1	\$1,000.00
5	Box Culvert	L.F.	112	\$500.00
6	Headwalls	C.Y.	12	\$800.00
7	Concrete Rip Rap	S.Y.	25	\$80.00
8	Railing	L.F.	50	\$100.00
9	Safety End Treatment	Each	2	\$2,500.00
10	Cement	Ton	5	\$2,500.00
11	Subgrade Stabilization	S.Y.	500	\$2.50
12	Excavation	C.Y.	1000	\$12.00
13	Haul Off	C.Y.	1000	\$10.00
14	6" Type "B" Hot Mix	S.Y.	440	\$35.00
15	2" Type "D" Hot Mix	S.Y.	440	\$12.00
16	Tack/Prime Coat	Gallon	22	\$4.00
17	Curb	L.F.	100	\$15.00
18	Topsoil	C.Y.	140	\$15.00
19	Erosion Control Fabric	S.Y.	1200	\$1.50
20	Grate Inlet	Each	2	\$3,500.00
21	18" RCP	L.F.	100	\$50.00

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22	SWPPP	L.S.	1	\$2,000.00	\$2,000
23	Utility Adjustments	L.S.	1	\$10,000.00	\$10,000
				<b>Subtotal</b>	<b>\$187,430</b>
	Engineering/Construction Management	L.S.			\$44,501
	Material Testing	L.S.			\$2,500
	Contingency	%			\$57,983
				<b>TOTAL</b>	<b>\$292,415</b>

**Loop 534 Deceleration Lane - Olympic Drive**

**Engineer's Opinion of Probable Costs**

1	Mobilization	L.S.	10%		\$11,370
2	Insurance and Bond	L.S.	3%		\$3,411
3	Barricades and Traffic Control	L.S.	1	\$4,500.00	\$4,500
4	Prepare Right-of-Way	L.S.	1	\$1,500.00	\$1,500
5	Box Culvert	L.F.	112	\$500.00	\$56,000
10	Cement	Ton	5	\$2,500.00	\$12,500
11	Subgrade Stabilization	S.Y.	750	\$2.50	\$1,875
12	Excavation	C.Y.	225	\$12.00	\$2,700
13	Haul Off	C.Y.	100	\$10.00	\$1,000
14	6" Type "B" Hot Mix	S.Y.	670	\$35.00	\$23,450
15	2" Type "D" Hot Mix	S.Y.	670	\$12.00	\$8,040
16	Tack/Prime Coat	Gallon	33	\$4.00	\$132
17	SWPPP	L.S.	1	\$2,000.00	\$2,000
18	Erosion Control Fabric	S.Y.	1400	\$1.50	\$2,100
19	Topsoil	C.Y.	150	\$15.00	\$2,250
20	Restriping	L.S.	1	\$3,500.00	\$3,500
				<b>Subtotal</b>	<b>\$136,328</b>
	Engineering/Construction Management	L.S.			\$13,633
	Material Testing	L.S.			\$2,500
	Contingency	%			\$37,490
				<b>TOTAL</b>	<b>\$189,950</b>

**EXHIBIT B**  
**ENGINEER'S OPINION OF PROBABLE COST**  
**Wastewater (KISD Middle School)**



CIVIL ENGINEERING CONSULTANTS  
DON DURDEN, INC.

**Olympic Drive Sanitary Sewer  
Engineer's Opinion of Probable Costs**

Item	Unit	Qty	Unit Cost	Extension
Mobilization	L.S.	11%		\$16,291
Insurance and Bond	L.S.	3%		\$4,443
Construct Manhole on Existing Line	Each	1	\$5,500.00	\$5,500
Sanitary Sewer Manhole	Each	4	\$4,750.00	\$19,000
Additional Depth to MH	V.F.	20	\$400.00	\$8,000
8" SDR 26 PVC (0-10' cut)	L.F.	2050	\$50.00	\$102,500
Trench Protection	L.F.	2050	\$2.00	\$4,100
8" Service at Manhole	Each	4	\$2,250.00	\$9,000
<b>Subtotal</b>				<b>\$168,834</b>
Engineering	L.S.			\$18,572
Contingency	%			\$46,851
<b>Total</b>				<b>\$234,257</b>

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

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**SUBJECT:** Authorize execution of professional services agreement with Civil Engineering Consultants for the design and engineering of the Olympic Drive Extension in the amount of \$156,000.

**AGENDA DATE OF:** April 23, 2019      **DATE SUBMITTED:** Apr 12, 2019

**SUBMITTED BY:** Kyle Burow

**EXHIBITS:** [20190423\\_Olympic Drive\\_Engineering Scope.pdf](#)

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<b>Expenditure Required:</b>	<b>Remaining Budget Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$156,000	N/A (EIC)	N/A (EIC)	70-19008

**PAYMENT TO BE MADE TO:** Civil Engineering Consultants

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<b>Kerrville 2050 Item?</b>	Yes
<b>Key Priority Area</b>	E - Economic Development
<b>Guiding Principle</b>	E6. Support access to the infrastructure necessary to accommodate the future growth of housing and business (water, wastewater, power, communications, roads)
<b>Action Item</b>	N/A

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**SUMMARY STATEMENT:**

The Kerrville Comprehensive 2050 Plan identified the extension of Olympic Drive from its current alignment off of Singing Wind Dr. through existing right-of-way (ROW) to Loop 534 in the updated Master Thoroughfare Plan. The surrounding properties are identified in the Kerrville 2050 Comprehensive Plan as Strategic Catalyst Area #8. Recently, an approximate 35-acre property directly adjacent to the undeveloped Olympic Drive ROW was purchased by the Kerrville Independent School District (KISD) as the site for their new middle school. KISD, as the property developer, is responsible for constructing their share of the infrastructure required to serve the proposed middle school development. However, KISD would not be required to solely build the entirety of the Olympic Drive extension, as there are other property owners adjacent to the Olympic Drive ROW. Both Schreiner University as well as the City of Kerrville own vacant property adjacent to this undeveloped

ROW, and are actively marketing those properties for future development. The City Council will be presented a Development Agreement with KISD and a funding agreement from the Kerrville Economic Improvement Corporation (EIC) for the development of the Olympic Drive Extension project. As part of the Development Agreement with KISD, the City would enter into and manage the contracts necessary to complete the design/engineering work, in addition to the construction contracts. The project will consist of extending the Olympic Drive roadway from its current termination near San Jacinto Drive to the signalized intersection at Loop 534, in addition to extension of sewer, other utilities, and sidewalks. The City elected to utilize Civil Engineering Consultants (CEC), the same design engineer for the KISD Middle School, to assist in the design coordination and minimize additional costs. CEC will develop construction bid documents, assist in the bid process, and assist in the construction management of the Olympic Drive Extension project for a proposed fee of \$156,000.

**RECOMMENDED ACTION:**

Authorize execution of professional services agreement with Civil Engineering Consultants.



CIVIL ENGINEERING CONSULTANTS  
DON DURDEN, INC.

April 11, 2009

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

Via e-mail: [ea.hoppe@kerrvilletx.org](mailto:ea.hoppe@kerrvilletx.org) (Original to follow in mail)

**RE:** Olympic Drive Extension  
**SUBJECT:** Proposal for Engineering Services

Dear Mr. Hoppe:

In accordance with your request CEC is pleased to provide the following proposal to provide Civil Engineering services associated with the extension of Olympic Drive from its eastern terminus to Loop 534, the addition of sidewalks along a portion of the existing Olympic Drive and restriping of the existing portion of Olympic Drive

**Scope of Work:** The work to be provided by CEC is summarized below and more particularly described in the Description of Services.

**PS&E:** Prepare Plans and Specifications for:

2,150 +/- l.f. of new roadway  
Restriping of 2,000 +/- linear feet of Olympic Drive  
500 +/- l.f. of new sidewalk and reconstruction of two driveways at park  
Modification of traffic signals at Loop 534 and Olympic Drive  
600 +/- l.f. of deceleration lane (southbound) on Loop 534  
1,900 +/- l.f. of sanitary sewer in the new Olympic Drive

Prepare and Process Developer Agreement with TxDOT

**Bidding:** Provide Plans and Specifications to City for bidding  
Provide plans to Bid Sites if requested  
Respond to Bidder inquiries during bidding  
Assist in Bidding Process

**Construction Management:** Provide periodic observation and issue reports  
Provide staking and cut sheets  
Review pay applications  
Review submittals

Olympic Drive – City of Kerrville

April 11, 2019

Engineering Proposal

Page 2

Respond to RFI and issue RFPs and Change Orders as required  
Provide Final Inspections in conjunction with City  
Provide Plan of Record Drawings based on Contractor Submittals

**Fees:** The fees for the services described are shown in the following table.

Task	Fee
PS&E	
Schematic Design	\$ 3,750
Design Development	\$43,500
Construction Documents	\$55,750
Bidding	\$ 3,450
Construction Phase Services	\$41,300
Additional Surveying	\$ 2,000
Aerial Photo of Olympic Drive	\$2,500
SUE (Potholing) - Estimate	\$3,000
Reimbursables	\$1,000
<b>Total</b>	<b>\$156,000</b>

The fee for this project will be based on the time spent and CEC's current hourly rates up to the amounts shown. CEC reserves the right to allocate time among the various tasks if the total fee for the required scope of work is not exceeded. Invoices will be issued monthly and are due within thirty days of the issue date. CEC reserves the right to stop work without liability if invoices become more than thirty days past due. Work under this proposal is subject to the enclosed Terms and Conditions and Assumptions:

Very Truly Yours  
Civil Engineering Consultants



Alan D. Lindskog, P.E., R.P.L.S.  
Principal

**By accepting this proposal, I certify that I am the owner of the property that will be improved by this work, or a legally authorized representative of the owner.**

Olympic Drive – City of Kerrville

April 11, 2019

Engineering Proposal

Page 3

**ACCEPTED:**

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Signature

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Printed Name

---

Date

**Olympic Drive – City of Kerrville**

April 11, 2019

**Engineering Proposal**

Page 4

**Description of Services**  
**Olympic Drive**

The services to be provided by CEC are described below:

**PLANS, SPECIFICATIONS AND ESTIMATES**

**Schematic Design**

- Provide Preliminary Plan View, Typical Sections and Cost Estimate to City
- Provide Preliminary Cost Estimate for City portion of Sanitary Sewer

**Design Development**

- Prepare Plan Profile for Street
- Prepare Plan Profile for Sanitary Sewer
- Prepare Preliminary Culvert Design with Drainage Analysis
- Prepare Preliminary Water Line Adjustment Plans
- Prepare Pavement Design based on Geotech report for Peterson Middle School
- Meet with TxDOT to discuss Loop 534 Improvements (Pavement, Drainage, Signal)
- Meet with City and School District on striping/striping plans
- Acquire topo at sidewalk/driveway location
- Acquire Aerial Photo for Striping Plan (Existing roadway)
- Review plans with City and revise as required
- Determine SUE needs and coordinate SUE work
- Update Cost Estimate

**Construction Documents**

- Finalize Plan Profile for Street
- Finalize Sanitary Sewer Plan Profile
- Finalize Sidewalk/Driveway Plans
- Finalize Culvert Design
- Prepare Detail Sheets for Street and Drainage
- Prepare Detail Sheets for Sanitary Sewer and Water/Recycle
- Prepare SWPPP (Plans and Booklet)
- Review Plans with City and revise as necessary
- Prepare Bid Documents using City of Kerrville Standard Contract Documents and Specifications and TxDOT Specifications
- Assist in TxDOT Permit for Sanitary Sewer Connection
- Prepare Developer Agreement for Loop 534 Improvements

**BIDDING**

- Provide Copies of Specifications and Plans to City or Bidders
- Provide PDF of Plans and Specifications to Bid Rooms
- Attend Prebid conference and Bid Opening
- Prepare bid tabulation
- Respond to Bidder Inquiries and issue Addendums if necessary
- Review Bids and make recommendation
- Prepare Contract Documents using City of Kerrville Standards
- Prepare Contract Award Letter

**CONSTRUCTION PHASE**

- Attend Preconstruction Conference
- Review Submittals for Street and Drainage
- Respond to general questions from contractor
- Review Submittals for Sanitary Sewer
- Review Pay Applications
- Review Test Results from City retained testing lab
- Respond to RFIs on Street and Drainage and issue responses as necessary
- Respond to RFIs on Sanitary sewer and respond as necessary
- Issue Change Orders as necessary
- Make a Site Visit approximately twice a week to determine of project is proceeding in general accordance with the Plans and Specifications and issue report.
- Attend a project meeting once a month with City and Contractor and issue minutes
- Set offset hubs (each side) for street construction and issue cut sheets
- Set offset hubs for culverts and issue cut sheets
- Set offset hubs for sanitary sewer and issue cut sheets
- Make "Punch List" site visit with City and issue punch list
- Make "Final Acceptance" visit with City
- Prepare Plan of Record Drawings based on Contractor furnished information

**ADDITIONAL SURVEYING:**

- Acquire topo at sidewalk and driveway location
- Set locations for SUE investigations

**AERIAL PHOTO**

- Acquire aerial photo of existing portion of Olympic Drive for use in preparing striping plans

**SUE:**

- Hire SUE firm to determine location and depth of, but not, limited to gas, fiber optic, and signal conduits

**REIMBURSABLES:**

- This item includes costs for outside reproduction, delivery services, and other similar costs. Mileage costs are included in the fees for the various tasks.

**ASSUMPTIONS**

This proposal is based on the following assumptions:

1. Construction Period is four months. If construction time exceeds four months the cost of extending the services noted above will be \$2,100 per week.
2. Site visits are estimated to be made twice weekly which is our recommended minimum.
3. Site visits are not detailed inspections.
4. City or Contractor will retain testing laboratory for required testing.
5. Pavement section will be base don Geotechnical Investigation prepare for Peterson Middle School
6. No environmental investigations are included.
7. No design of relocation of Windstream Fiber or Atmos Gas is included.
8. City will submit Permit for utility work in TxDOT right-of-way.
9. No acceleration lane on Loop 534 will be required.
10. SUE Fee is an estimate of subcontractor's cost. Billing will reflect actual cost.
11. Street Plans will be prepared on 22 x 34 Sheets at 1" =20' Horizontal and 1" = 2' vertical.
12. Sewer Plans will be prepared on 22" x 34" Sheets at 1" = 50' Horizontal and 1" = 5' Vertical
13. Cross Sections will be prepared on 22" x 34" Sheets at 1" = 20' Horizontal and 1" = 2' Vertical
14. Culvert design will use TxDOT Standard Details

**STANDARD TERMS AND CONDITIONS AGREEMENT**

**1. ADDITIONAL SERVICES:** Additional services shall include any additional office or field services caused by any changes in the project and/or scope. Any such changes will be billed at the hourly rates stated herein or, if no such rates are stated, at CEC's customary hourly billing rates. Without otherwise limiting the scope of this paragraph, it is specifically agreed that any such additional services caused by policy or procedural changes, governmental agencies, client's legal disputes including litigation or arbitration, or any services associated therewith (preparation for depositions, etc.), will be regarded as additional services.

**2. OWNERSHIP OF DOCUMENTS:** All tracings, specifications, computations, survey notes and other original documents, considered as instruments of service, are and shall remain the property of CEC unless otherwise provided by law. Client shall not use such items on other projects without CEC's prior written consent. CEC is under no obligation to retain said documents beyond the completion of the project and may discard them at CEC's sole discretion.

**3. APPROVAL OF SERVICES:** The services performed by CEC shall be deemed approved and accepted by Client as and when invoiced unless Client objects within 30 days of the invoice date by written notice specifically stating the details by which Client believes such services are unacceptable.

**4. DELAY:** Any delay, default, or termination in or of the performance of any obligation of CEC under this Agreement caused directly or indirectly by strikes; accidents; acts of God; shortages or unavailability of labor, materials, power, or transportation through normal commercial channels; failure of Client or Client's agent(s) to furnish information or to approve or disapprove CEC's services promptly; late, slow, or faulty performance by Client, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of CEC's work; or any other acts of the Client or any other federal, state, or local governmental agency or any other cause beyond CEC's reasonable control shall suspend the obligations of CEC as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

**5. TERMINATION:** In the event Client fails to pay CEC within 60 days after invoices are rendered, or in the event of any other material breach by the Client, CEC, in addition to any other remedies available by law or in equity, shall have the right, at its election, to either terminate this agreement or suspend the services until the default is cured.

**6. INDEMNIFICATION:** Client shall indemnify and hold CEC harmless from all loss, expense, claim, damage or liability of any nature, including attorney's fees, arising out of Client's failure to pay CEC, or otherwise perform in accordance with the terms of this Agreement.

**7. RESTRICTIONS ON USE OF DOCUMENTS:** It should be understood that any documents rendered under this agreement will be prepared in accordance with the agreed scope and will pertain only to the subject project and are prepared for the exclusive use of the Client. Use of the reports and data contained therein for other purposes is at the Client's sole risk and responsibility. The formal results of CEC's services will be in hard copy form only (reports, drawings, specifications, etc.). CEC assumes no responsibility to its Client for data, drawings, or text provided on computer disks or tapes.

**8. STANDARD OF CARE:** CEC's services will be performed solely for the exclusive use of the Client and right or obligation will extend to any third party. CEC's services are rendered without any expressed or implied warranty, but will be in full compliance with the general standards exercised by like professionals in the same locale.

**9. INSURANCE:** CEC maintains general liability and property damage insurance policies. Certificates of insurance evidencing such coverage will be provided to Client upon written request. Client acknowledges that CEC will not be liable to Client for any loss, damage, cost, or expense which, in the aggregate, would be greater than the amounts of CEC's insurance coverage limits, exclusions and conditions as set forth in such policies.

**10. LIMITATION OF LIABILITY:** CEC's liability to the Client for claims outside the scope of the insurance policies referenced in Paragraph 13 is limited to the greater of either the aggregate sum of \$50,000, or CEC's total fee for services rendered pursuant to the Agreement. Any project contract executed by the Client shall include the following clause:

**Contractor agrees that CEC's liability, if any, is limited to the policy amount applicable to any public liability or property damage claim and is otherwise limited to the greater of either the aggregate sum of \$50,000, or CEC's total fee for services rendered on this construction contract. Contractor further agrees to include this clause in its entirety in any subcontract or material contract for this project.**

**11. HAZARDOUS MATERIALS-ASBESTOS:** If potentially hazardous materials or asbestos are encountered, CEC shall have the right to suspend its services and the right, by written notice to Client, to terminate the services described in Exhibit A. Client shall remain liable for and shall pay all fees and charges incurred under the provisions of this Agreement through the date of termination. CEC's expertise in the area of hazardous materials does not include asbestos detection and evaluation. CEC will not be liable to investigate for, or otherwise determine the presence of asbestos. Client hereby represents that it has no cause to suspect the presence of any potentially hazardous materials or asbestos. To the maximum extent permitted by law, the Client will indemnify and defend CEC and its officers, employees, sub consultants, and agents from all claims, damages, losses and expenses including but not limited to direct, indirect or consequential damages and attorney's fees arising out of or relating to the presence of asbestos or other hazardous substances on or from the Project.



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

---

**SUBJECT:** Presentation on information received and strategies learned concerning water resource management from the WaterNow Alliance 2019 Annual Summit - Tap Into Resilience

**AGENDA DATE OF:** April 23, 2019      **DATE SUBMITTED:** Apr 17, 2019

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:**

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

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

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

**SUMMARY STATEMENT:**

Councilmembers Voelkel and Baroody attended a conference concerning water resource management in Austin in March 2019. The Tap Into Resilience conference provided water leaders with the tools to scale up adoption of and utility investment in sustainable, localized water infrastructure, and address growing water supply, storm water, and wastewater challenges.

Work sessions were focused on supporting sustainable, affordable, climate resilient water strategies for all kinds of communities. Various water supply and water quality strategies were presented that were scalable for both large and small communities with a focus on communication with the general public as well ideas concerning cost justifications and tools for strategies to be implemented.

**RECOMMENDED ACTION:**

Information only. No action.



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

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**SUBJECT:** Financial update for the month ended March 31, 2019.

**AGENDA DATE OF:** April 23, 2019      **DATE SUBMITTED:** Apr 17, 2019

**SUBMITTED BY:** Amy Dozier

**EXHIBITS:** [20190423\\_Presentation\\_March 2019 financial presentation.pdf](#)  
[20190423\\_Presentation\\_March 2019 financial summary.pdf](#)

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

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

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

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**SUMMARY STATEMENT:**

**GENERAL FUND:**

Year to date through March 31, 2019, the General Fund has recorded revenue of \$17.5 million compared to expense of \$12.7 million. It is normal for revenue to be higher than expenditures at this time of year because most property taxes are due by January 31st. Items to note for March include:

1. Property tax collections are ahead of FY2018, but slightly lower than budget. The overall property tax collection rate has been very stable for many years, so this appears to be a timing issue only.
2. Strong sales tax performance continues. Year to date, sales tax is up 5.4% over 2018 and is 3.2% better than budget, led by increases in retail, food service, manufacturing and construction.

#### **WATER FUND:**

Year to date through March 31, 2019, the Water Fund received revenues of \$5.3 million compared to expenditures of \$5.9 million. Notable activity includes:

1. Water and reuse sales are lower than budget and FY2018 due to record rainfall amounts in October 2018. Water sales are very volatile and highly weather dependent, so it is possible that dry conditions later in the year could offset extremely wet conditions this fall. However, we are proactively monitoring expenditures in order to offset some of the lost revenue.
2. Water Fund Other Revenue is lower in FY2019 because FY2018 included transfers related to the December 2017 debt refinancing (\$415K) and asset replacement purchases (\$62K).
3. Water expenditures are lower than FY2018 because \$272 thousand was transferred to the Capital Projects Fund for the Legion Lift Station project in October 2017. This transfer did not recur in FY2019. In addition, expenditures are better than budget due to lower than anticipated chemical and maintenance costs.

#### **DEVELOPMENT SERVICES FUND:**

Year to date through March 31, 2019, the Development Services Fund received revenues of \$557 thousand compared to expenditures of \$762 thousand. Revenue includes transfers in from the General Fund and Water Fund of \$354 thousand and permit and fee revenue of \$202 thousand. FY2019 expenditures include a transfer of \$379 thousand to a project fund for the code rewrite and Development Services software projects. The Development Services Fund was broken out of the General Fund in FY2019. For presentation and comparison purposes, FY2018 financial information is shown in the Development Services Fund rather than the General Fund.

#### **GOLF FUND:**

Year to date through March 31, 2019, the Golf Fund received revenues of \$353 thousand compared to expenditures of \$428 thousand. FY2019 revenue is lower than budget and FY2018 primarily due to record rainfall in October and bad weather days in the winter.

#### **HOTEL OCCUPANCY FUND:**

Year to date through March 31, 2019, the Hotel Occupancy Fund received revenues of \$594 thousand compared to expenditures of \$598 thousand.

**RECOMMENDED ACTION:**

Information only; no action required.



# **Financial update for the month ended March 31, 2019**

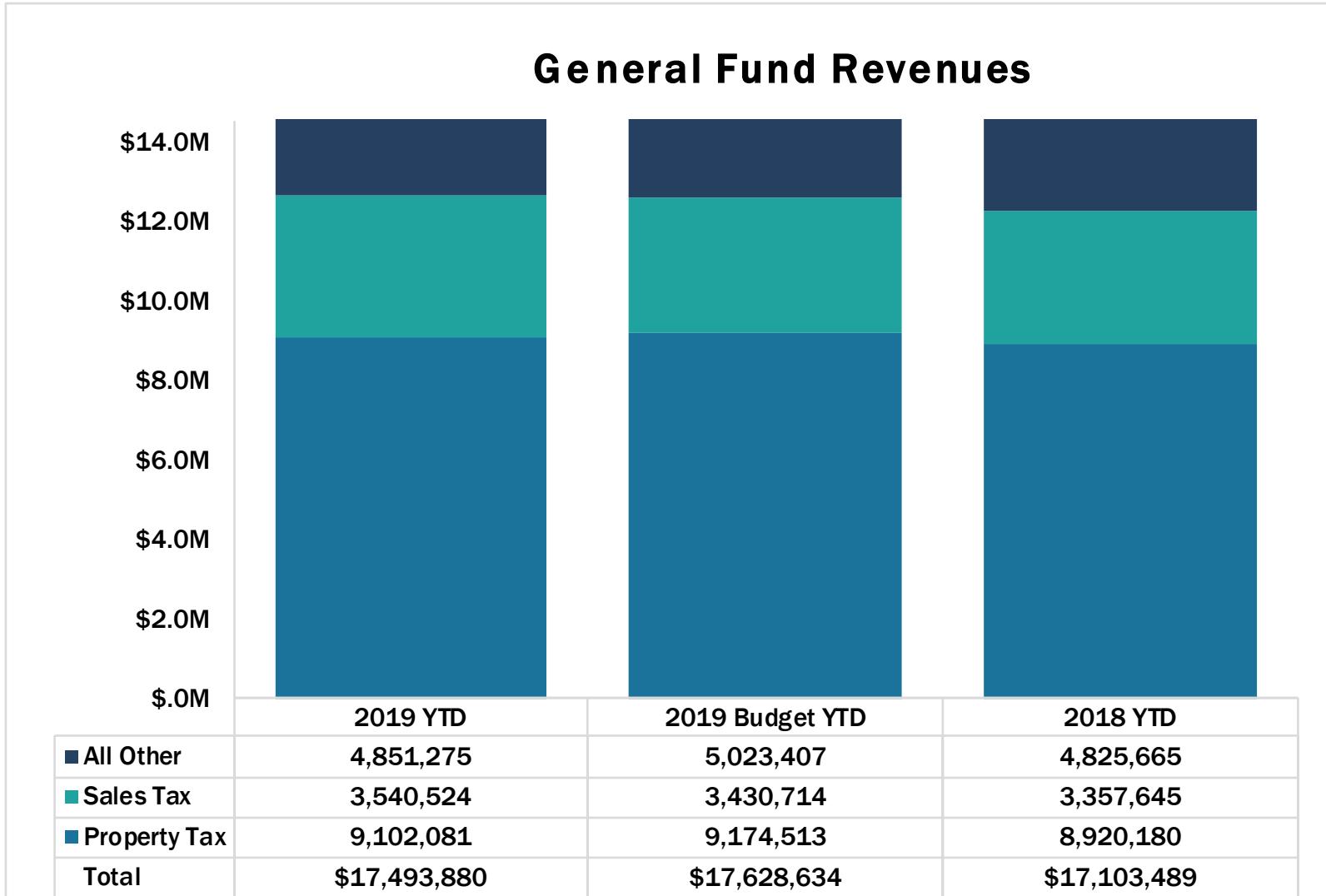
**City Council Meeting  
April 23, 2019**



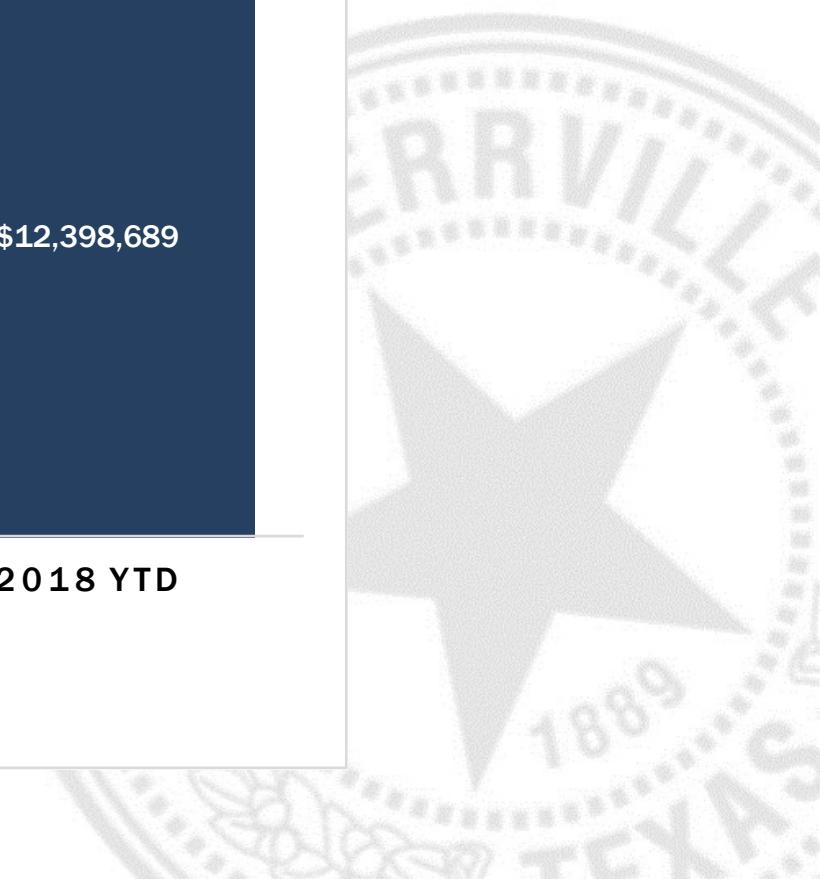
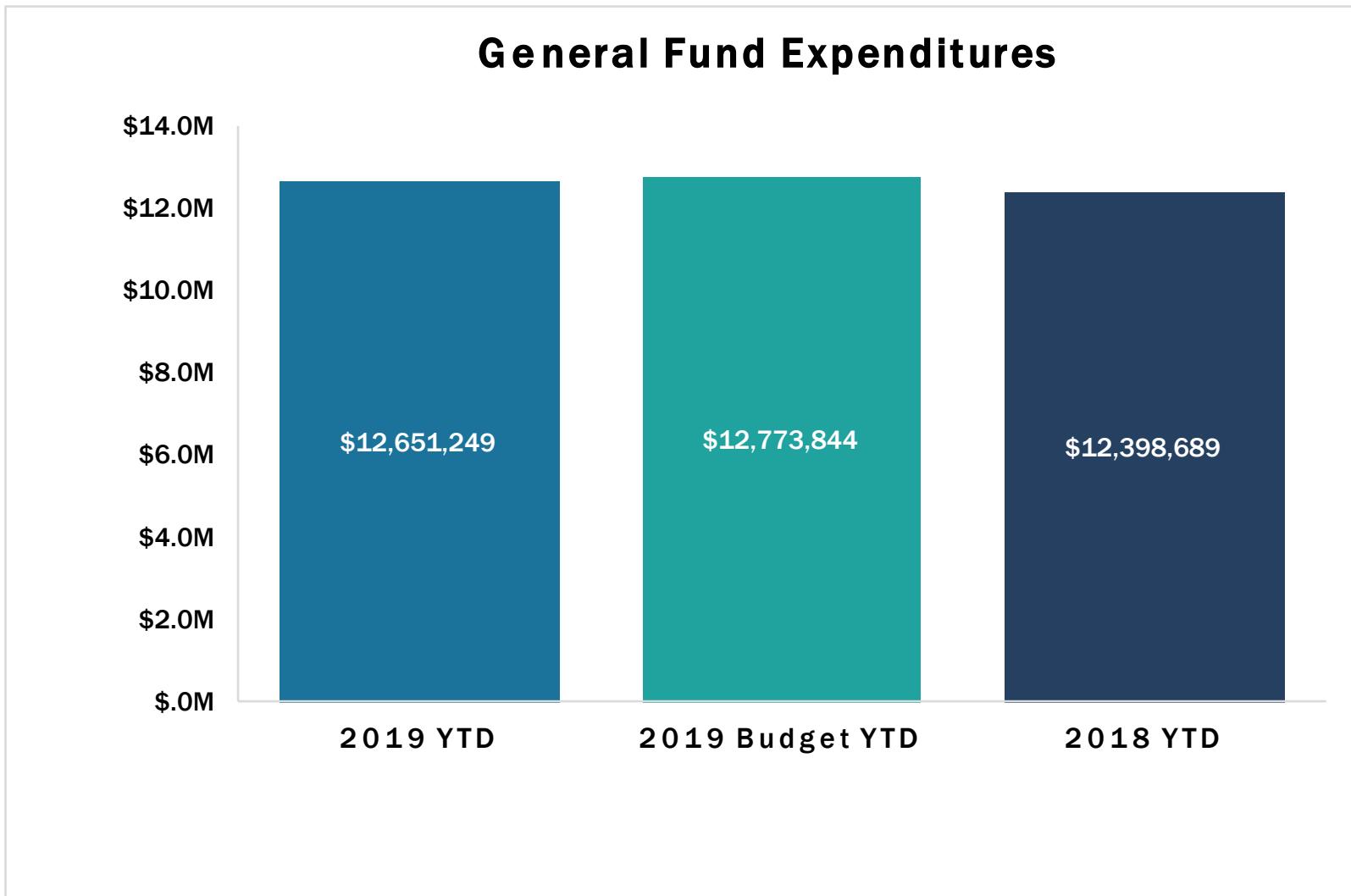
# General Fund Summary

Fund	Total	Year to Date	Year to Date	Better /	Year to Date	Change	from	Variance
	FY2019	FY2019	FY2019	(Worse)	FY2018	FY2018		
	Budget	Budget	Actual	than Budget	Actual			
<b>General Fund</b>								
Revenues								
Property Tax	\$ 9,628,930	\$ 9,174,513	\$ 9,102,081	\$ (72,433)	\$ 8,920,180	\$ 181,901	note A	
Sales Tax	7,049,268	3,430,714	3,540,524	109,810	3,357,645	182,879	note B	
Other Revenue	10,525,312	5,023,407	4,851,275	(172,132)	4,825,665	25,610		
Total Revenue	27,203,510	17,628,634	17,493,880	(134,754)	17,103,489	390,390		
Expenditures	27,203,510	12,773,844	12,651,249	122,595	12,398,689	252,559		
Net	-	4,854,790	4,842,631	(12,159)	4,704,800	137,831		

# General Fund Revenues



# General Fund Expenditures

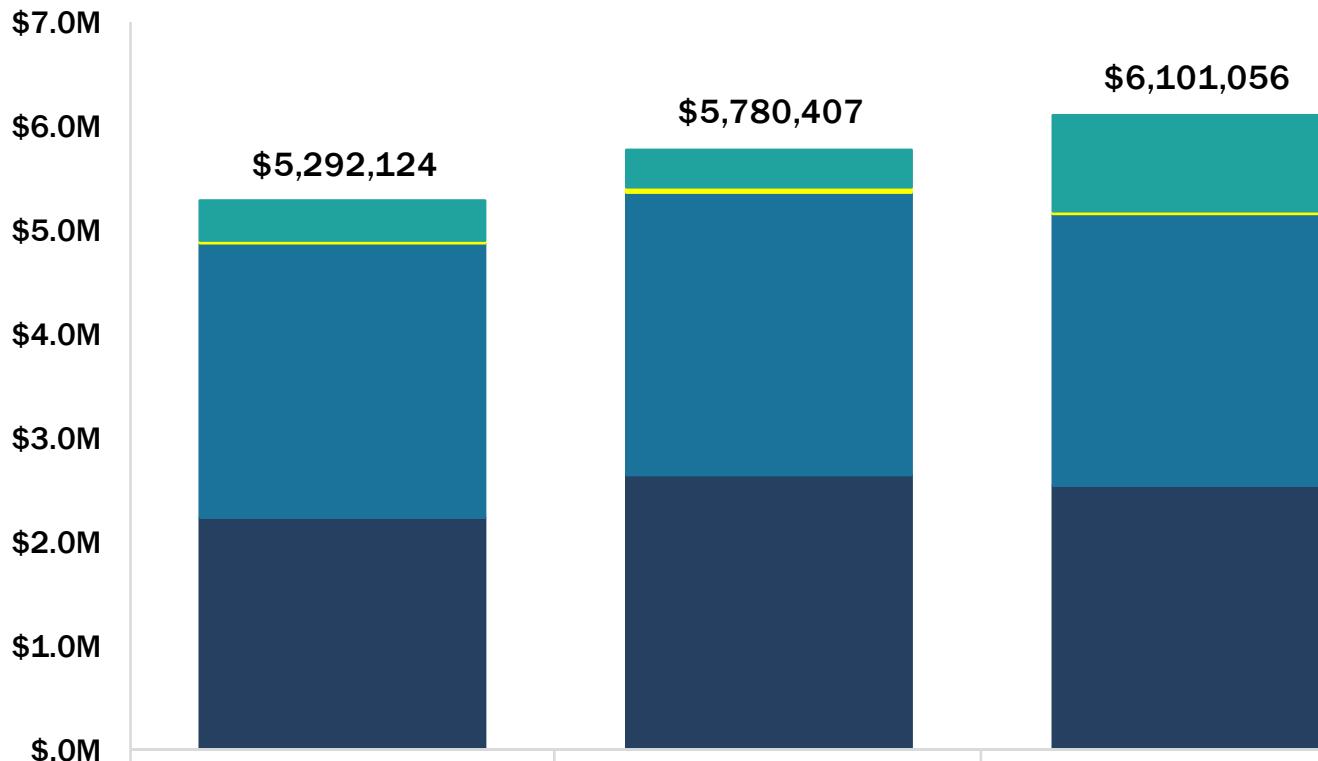


# Water Fund Summary

Fund	Total	Year to Date	Year to Date	Better /	Year to Date	Change	from	Variance
	FY2019	FY2019	FY2019	(Worse)	FY2018	Actual		
Budget	Budget	Actual	than Budget	Actual	Actual	Actual	FY2018	Explanation
<b>Water Fund</b>								
Revenues								
Water Sales	6,072,434	2,643,969	2,240,531	(403,439)	2,555,637	(315,106)	note C	
Sewer Sales	5,559,473	2,713,443	2,646,423	(67,021)	2,607,615	38,808		
Reuse Sales	122,625	53,392	14,050	(39,341)	25,951	(11,901)	note C	
Other Revenue	776,200	369,603	391,120	21,517	911,854	(520,733)	note D	
<b>Total Revenue</b>	<b>12,530,732</b>	<b>5,780,407</b>	<b>5,292,124</b>	<b>(488,284)</b>	<b>6,101,056</b>	<b>(808,932)</b>		
Expenditures	12,530,732	6,496,959	5,940,524	556,435	6,188,221	(247,697)	note E	
<b>Net</b>	<b>-</b>	<b>(716,551)</b>	<b>(648,400)</b>	<b>68,151</b>	<b>(87,165)</b>	<b>(561,235)</b>		

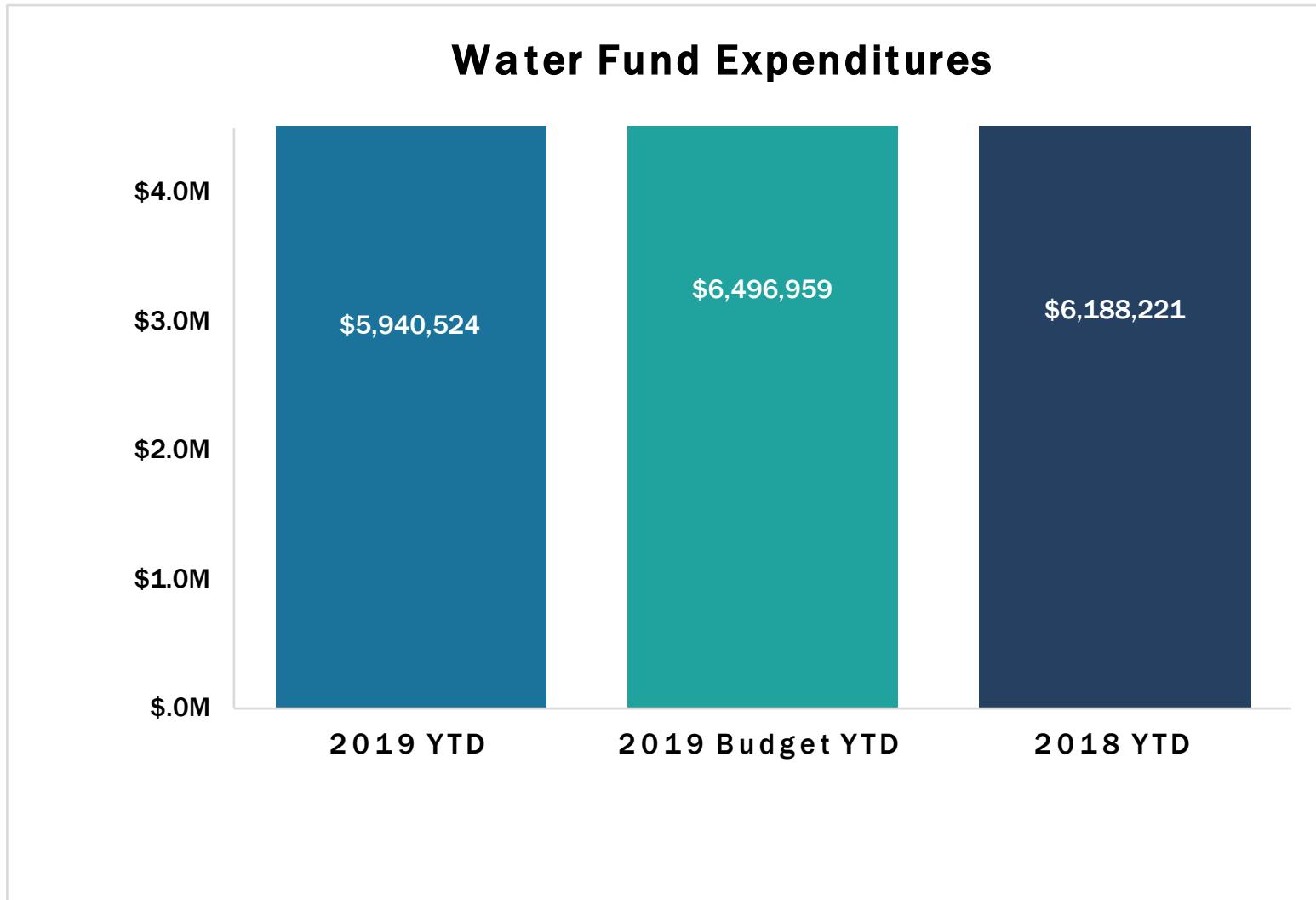
# Water Fund Revenues

## Water Fund Revenues



	2019 YTD	2019 Budget YTD	2018 YTD
All Other	391,120	369,603	911,854
Reuse	14,050	53,392	25,951
Sewer	2,646,423	2,713,443	2,607,615
Water	\$2,240,531	\$2,643,969	\$2,555,637
Total	\$5,292,124	\$5,780,407	\$6,101,056

# Water Fund Expenditures



# Other Funds Summary

<b>Fund</b>	Total	Year to Date	Year to Date	Better /	Year to Date	Change	from	Variance
	FY2019	FY2019	FY2019	(Worse)	FY2018	Actual		
	Budget	Budget	Actual	than Budget	Actual			
<b>Development Services Fund</b>								
Revenues								
Permits & Fees	510,000	255,000	202,233	(52,767)	272,614	(70,381)		
Transfer In	708,688	354,344	354,344	-	-	354,344		
Total Revenue	1,218,688	609,344	556,577	(52,767)	272,614	283,963		
Expenditures	1,218,688	798,844	762,088	36,756	348,314	413,775	note G	
Net	-	(189,500)	(205,511)	(16,011)	(75,699)	(129,812)		
<b>Golf Fund</b>								
Revenues	1,015,947	441,986	353,079	(88,907)	406,829	(53,749)	note H	
Expenditures	1,015,947	454,326	427,821	26,504	420,489	7,332		
Net	-	(12,340)	(74,742)	(62,402)	(13,661)	(61,081)		
<b>Hotel Occupancy Tax Fund</b>								
Revenues	1,329,750	516,545	594,314	77,769	523,910	70,404		
Expenditures	1,329,750	654,206	597,665	56,541	535,800	61,865		
Net	\$ -	\$ (137,660)	\$ (3,351)	\$ 134,310	\$ (11,890)	\$ 8,539		

**City of Kerrville**  
**Financial Summary**  
**For the Month Ended March 31, 2019**

<b>Fund</b>	Total	Year to Date	Year to Date	Better /	Year to Date	Change	<b>Variance</b>
	FY2019	FY2019	FY2019	(Worse)	FY2018	from	
	Budget	Budget	Actual	than Budget	Actual	FY2018	Explanation
<b>General Fund</b>							
Revenues							
Property Tax	\$ 9,628,930	\$ 9,174,513	\$ 9,102,081	\$ (72,433)	\$ 8,920,180	\$ 181,901	note A
Sales Tax	7,049,268	3,430,714	3,540,524	109,810	3,357,645	182,879	note B
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Expenditures	27,203,510	12,773,844	12,651,249	122,595	12,398,689	252,559	
Net	-	4,854,790	4,842,631	(12,159)	4,704,800	137,831	
<b>Water Fund</b>							
Revenues							
Water Sales	6,072,434	2,643,969	2,240,531	(403,439)	2,555,637	(315,106)	note C
Sewer Sales	5,559,473	2,713,443	2,646,423	(67,021)	2,607,615	38,808	
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Total Revenue	12,530,732	5,780,407	5,292,124	(488,284)	6,101,056	(808,932)	
Expenditures	12,530,732	6,496,959	5,940,524	556,435	6,188,221	(247,697)	note E
Net	-	(716,551)	(648,400)	68,151	(87,165)	(561,235)	
<b>Development Services Fund</b>							
Revenues							note F
Permits & Fees	510,000	255,000	202,233	(52,767)	272,614	(70,381)	
Transfer In	708,688	354,344	354,344	-	-	354,344	
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Net	-	(189,500)	(205,511)	(16,011)	(75,699)	(129,812)	

**City of Kerrville**  
**Financial Summary**  
**For the Month Ended March 31, 2019**

<b>Fund</b>	Total	Year to Date	Year to Date	Better /	Year to Date	Change	<b>Variance</b>
	FY2019	FY2019	FY2019	(Worse)	FY2018	from	
	Budget	Budget	Actual	than Budget	Actual	FY2018	Explanation
<b>Golf Fund</b>							
Revenues	1,015,947	441,986	353,079	(88,907)	406,829	(53,749)	note H
Expenditures	1,015,947	454,326	427,821	26,504	420,489	7,332	
Net	-	(12,340)	(74,742)	(62,402)	(13,661)	(61,081)	
<b>Hotel Occupancy Tax Fund</b>							
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Expenditures	1,329,750	654,206	597,665	56,541	535,800	61,865	
Net	\$ -	\$ (137,660)	\$ (3,351)	\$ 134,310	\$ (11,890)	\$ 8,539	

**Notes:**

- A. Property Tax** - Property tax collections are ahead of FY2018, but slightly lower than budget. The overall property tax collection rate has been very stable for many years, so this appears to be a timing issue only.
- B. Sales Tax** - Strong sales tax performance continues. Year to date, sales tax is up 5.5% over 2018 and is 3.2% better than budget, led by increases in retail, food service, manufacturing and construction.
- C. Water Sales** - Water (including reuse) sales are lower than budget and FY2018 due to record rainfall amounts in October 2018. Water sales are very volatile and highly weather dependent, but we are proactively monitoring expenditures to offset some of the lost revenue.
- D. Water Fund Other Revenue** - FY2019 revenue is lower than FY2018 revenue because FY2018 includes a one-time \$415K transfer related to the December 2017 debt refinancing and a \$62K transfer from the asset replacement fund to reclass asset purchases for financial reporting purposes.
- E. Water Expenditures** - FY2019 expenditures are lower than FY2018 because \$272K was transferred to the Capital Projects Fund for the Legion Lift Station project in October 2017. FY2019 expenditures better than budget due to lower than anticipated chemical and maintenance costs.
- F. Development Services Fund** - The Development Services Fund was broken out of the General Fund in FY2019. For presentation purposes, FY2018 information is shown in the Development Services Fund.
- G. Development Services Fund Expenditures** - FY2019 includes a transfer of \$379K to a projects fund for the code rewrite and Development Services software projects.
- H. Golf Fund Revenue** - FY2019 revenue is lower than budget and FY2018 revenue due to record rainfall in October and bad weather days in the winter.



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

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**SUBJECT:** Monthly Community Improvement Project (CIP) Report.

**AGENDA DATE OF:** April 23, 2019      **DATE SUBMITTED:**

**SUBMITTED BY:** Kyle Burow

**EXHIBITS:** [20190423\\_Information and Discussion\\_City Council CIP Project Update 2019.pdf](#)

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

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

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

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**SUMMARY STATEMENT:**

This item will be presented monthly to provide updates on the City's Community Improvement Projects.

**RECOMMENDED ACTION:**

Information only. No action required.

Monthly CIP Project Status Report

	Project Name	Description	Design			Construction			Comments
			Firm	Contract Amount	Estimated Completion	Contractor	Budget Amount	Estimated Completion	
1	Crack Seal Project	Year 3 Crack Seal Streets	IDS Engineering	\$6,800.00	Complete	Champion Infrastructure	\$106,852.00	Mar-2019	Awarded 8/14. Construction completed in March 2019.
2	2019 Slurry Seal Project	Year 4 Slurry Seal Streets	6S Engineering	\$5,500.00	Complete	Intermountain Slurry Seal, Inc.	\$170,182.75	Sep-2019	Construction contract awarded 4/09 for Year 4 slurry seal streets. Construction to be completed by September 30, 2019.
3	Parking Garage Maintenance/Repairs	Maintenance and cosmetic repairs necessary to prolong the life of the existing garage structure.	M&S Engineering	\$36,000.00	Complete	SCS	\$695,531.72	Dec-2018	Construction contract award 6/12. Repairs complete. City crews performing additional painting and signage.
4	Parking Garage Enhancements/ Water Street Streetscape	Address physical and functional necessities of the amenities surrounding the parking garage structure along Sidney Baker and Water Street	Peter Lewis Architects	\$24,400.00	Summer 2019	TBD	TBD		EIC funded design. EIC funding agreement awarded at CC meeting on April 9, 2019.
5	A.C. Schreiner House (529 Water Street)	Examine concepts for interior of building for future renovation	Scott Schellhase	\$25,000.00	2018	TBD	TBD		Interior concept plan to compliment exterior concept provide by Peter Lewis Architects. Scott Schellhase completed general space allocation study. Next step is discussion regarding deal points with possible major tenants. Meetings with prospective tenant are ongoing.
6	Reuse Distribution Mains	~30,000 LF of distribution lines from pump station to Comanche Trace, Riverhill, Schreiner Univ., & Sports Complex	Freese & Nichols	\$926,500.00	Complete	Qro Mex Construction	\$6,000,000.00	Jan-2019	Partial EIC funded. Construction generally complete. City exploring funding sources and solutions for intermediate and long term replacement of flood damaged utility lines.
7	Aerial Pipe Bridge Removal	Removal of flood damaged utility bridge and lines near low water crossing adjacent to Loop 534	N/A	N/A	N/A	J3 Company	\$285,900.00	Mar-2019	Contractor completed removal of infrastructure. City seeking reimbursement via State Disaster Recovery Funds.
8	Tennis Center Improvements	Improve ADA access, resurface existing courts, address drainage, parking, lighting, and landscaping issues, & evaluate existing facilities	Schrickel, Rollins, and Associates	\$161,500.00	Summer 2018	JK Bernhard	\$1,453,939.00	Dec-2019	Total project budget of \$1.75 million. Phase 1 construction commenced early March 2019.
9	River Trail Extension to Schreiner University	Approximately 1+ mile trail extension from G Street to Schreiner University and adjacent neighborhood	Hewitt Engineering	\$102,980.00	TBD	TBD	TBD	TBD	EIC funding agreement approved in Jan. 2019. Design contract awarded 01/22. Design approximately 50% complete.
10	Aquatics Center Feasibility Study	Assessment of the Olympic Pool complex to include public/stakeholder meetings and recommendations for enhancement	MarmonMok	\$85,000.00	May-2019	N/A	N/A	N/A	Second community input meeting held 11/29. Consultant developing cost estimates and phasing plans. Third community input meeting to be scheduled. Forensic scan and analysis of existing pool completed March 2019.
11	Public Safety Complex Feasibility Study	Analyze options for building size, location, and use with budgets	Brinkley Sargent Wigington Architects	\$99,260.00	May-2019	N/A	N/A	N/A	Operational needs assessment and stakeholder meetings complete. Consultant reviewing needs assessment and conceptual layouts, in addition to site assessments and phasing options.
12	Legion Lift Station and Force Main	8.5 MGD lift station, ~4,000 LF of force main, and ~1,000 LF of gravity main	Freese & Nichols	\$734,000.00	Nov-2018	Keystone Construction	\$5,493,663.00	Early 2020	Funding application approved by Texas Water Development Board. Contract awarded early Jan. 19. Construction to begin March 2019.
13	WTP Clarifier Rehab	Replace hardware in existing clarifier	Freese & Nichols	\$132,600.00	Complete	Keystone Construction	\$796,000.00	Jun-2019	Clarifier equipment purchase contract awarded 7/24. General installation contract awarded at 11/13 meeting. Demolition of clarifier equipment complete. Equipment to arrive early May 2019 for installation.
14	WTP THM Control Facility	Alternative solutions to meet TCEQ and EPA compliance followed by design of chosen disinfection process	Freese & Nichols	\$312,000.00	Oct-2018	Dowtech Specialty Contractors, Inc.	\$4,100,000.00	Early 2020	Funding application approved by Texas Water Development Board. Construction commencement anticipated April 22nd.
15	Request for Proposals for public/private workforce housing project at Loop 534	City issued RFP for development of City owned property on Loop 534 for a mixed use development to include workforce/attainable housing.	TBD	TBD	TBD	N/A	N/A	N/A	RFP has expired.
16	Long Range Water Supply Plan	Planning for 100 years of future water sources for City of Kerrville	Lloyd Gosselink	\$99,700.00	Spring 2019	N/A	N/A	N/A	Data collection, modeling and stakeholder interviews conducted in 2018. Developing preliminary report.
17	Landfill Permitting, Phase 3	Prepare application for major amendment to TCEQ permit for municipal landfill expansion	LNV	\$500,000.00	Feb-2019	N/A	N/A	N/A	Application deemed administratively complete by TCEQ. TCEQ near completion of technical review.
18	Schreiner/Clay Roundabout	Concept plan to construct roundabout at the intersection of Schreiner Street and Clay Street	6S Engineering	\$28,175.00	Dec-2018	TBD	TBD	TBD	Design evaluation complete. Survey work completed. Discussing layout with impacted property owners.
19	Hotel /Conference Center	Legislative effort with 2019 State Legislature for tax reimbursement			May-2019				City Council and County Commissioner's Court adopted resolutions of support. Legislative bill heard by House Ways and Means Committee on April 10th.
20	Drainage Master Plan	Assessment of 12 known drainage areas, provide prioritization list, and review drainage policy and criteria	LNV, Inc.	\$204,348.00	Jun-2019	N/A	N/A	N/A	Approximately 60% complete with review of sites and data for known problem areas. Anticipate initial report in May.
21	Strategic Housing Plan		TBD	TBD	TBD				City staff is working in consultation with the Mayor's Workforce Housing Taskforce to develop a scope of work for the development of a Strategic Housing Plan.
22	KUTS - Clay Street South		OLA	Partnership	Summer 2019				The City has partnered with the KUTS group to coordinate the placemaking efforts along the Clay St. South corridor. Preliminary concept drawings have been developed. Elements of these concepts are being incorporated into the Downtown Parking Garage design as well as the Schreiner/Clay Roundabout design.
23	Pavement Management Plan Update	Update City's pavement rehabilitation and maintenance plan	6S Engineering	\$107,750.00	Jul-2019	N/A	N/A	N/A	Street data acquisition complete. Consultant reviewing data and compiling preliminary draft report.