

AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING

TUESDAY, MARCH 09, 2021, 6:00 P.M.

CAILLOUX CITY CENTER

910 MAIN STREET, KERRVILLE, TEXAS

The Community Vision

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

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



Kerrville2050



KERRVILLE CITY COUNCIL MEETING AGENDA

MARCH 09, 2021, 6:00 PM

CAILLOUX CITY CENTER

910 MAIN STREET, KERRVILLE, TEXAS



Council Meeting Procedures during the Disaster Declaration and Citizen Participation Guidelines

COVID-19 (Coronavirus) provides a unique concern in that gathering members of the public, City Council, and City staff within a physical setting constitutes a public health risk. On March 16, 2020, the Texas Governor suspended certain requirements of the Open Meetings Act to permit open meetings to occur in a fully, or partially, virtual setting (telephonic/videoconference). The Governor has extended this order each month since this time. At this time, City Council intends to conduct its next meeting as a meeting which the public may attend in person. Due to spacing and occupancy conditions, such meeting will convene at the Cailloux City Center (Municipal Auditorium), 910 Main Street. However, where circumstances dictate and up until the time that the meeting is held, Council may hold its meeting entirely online as part of a virtual meeting; or, as a mixed virtual meeting where some Councilmembers are physically present at the auditorium but one or more members participate via online.

Standard safety protocols will be observed by City Council, City staff, and citizens/visitors attending the meeting. When entering the Municipal Auditorium, attendees will be required to sanitize hands and wear a mask. City employees will then take the temperature of each attendee. Any person with a temperature exceeding 100.2 will not be allowed entry. Masks are required at all times. Six-foot distance seating will be observed and visitor seating will be designated. The public podium will be sanitized between each public speaker.

Citizens wishing to speak shall submit a completed "speaker request form" to the City Secretary before the meeting is called to order and definitely before the item is introduced. Each speaker is limited to four minutes.

The Zoom platform will also be active during this meeting.

Instructions for Zoom callers: The Zoom moderator will begin accepting calls starting at 5:00 p.m. The deadline to place your call is 5:45 p.m. Place your call before the 5:45 p.m. deadline in order to register with the Zoom moderator and participate. Any calls made after the 5:45 p.m. deadline will not be answered, and microphones will be kept muted. Each speaker is limited to four minutes.

Dial the toll free number: **1-800-832-5611**. If the toll free number is not functioning, call the Zoom alternative back-up numbers **1-346-248-7799** or **1-669-900-6833**.

When your call is answered you will hear "**Welcome to Zoom, enter your Meeting ID followed by pound**". Enter in the Meeting ID below followed by the pound sign (#), when prompted, enter the webinar passcode.

The Meeting ID is **944 6140 8845** # Passcode is **199104**.

Once you have called into the meeting, your microphone will be placed on mute and your call will be placed in the call queue. At this point, you will hear silence on the phone. Do not hang up. The moderator will unmute your microphone as he/she is going down the list. Once the workshop has started, you will be able to listen to proceedings even if your microphone is muted.

Note: Zoom is a third party vendor which provides the ability for remote participation. Software changes may be beyond what the City can control. If the City is notified of any issues from the third party vendor, the City will notify citizens and provide alternatives for engagement and participation.

Instructions for written comments: Written comments will be accepted for any agenda items, including Public Hearings. You are required to provide your first and last name, address, and identify the item you wish to comment on. All information must be provided in order for your comments to be read into record. Written comments can be provided two different ways:

- **OPTION 1 by hard copy** – Comments may be dropped off at the City Hall Utility Payments Drop-Box on the north side of City Hall by 5:00 p.m. the afternoon of the Council workshop.
- **OPTION 2 by email** - Comments may be emailed to **shelley.mcelhannon@kerrvilletx.gov** and must be received by 5:00 p.m. the afternoon of the Council meeting. In addition, anyone may email Councilmembers via their City email addresses as specified on the City's website.

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

Thank you for your participation!



**CITY COUNCIL AGENDA
MARCH 09, 2021, 6:00 PM
CAILLOUX CITY CENTER
910 MAIN STREET, KERRVILLE, TEXAS**



CALL TO ORDER:

INVOCATION AND PLEDGE OF ALLEGIANCE:

Led by Mayor Bill Blackburn.

1 ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

2 PRESENTATIONS:

- 2.A. [Kerrville Kindness award - Partners responding to Winter Storm 2021.](#)
- 2.B. [City's ongoing preparedness and response to COVID-19 \(Coronavirus\).](#)

3 VISITORS/CITIZENS FORUM:

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

4 CONSENT AGENDA:

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

- 4.A. [Interlocal agreement with Region 8 Education Service Center and the City of Kerrville.](#)
Attachments:
[20210309 Agreement Texas Interlocal Agreement Region 8 ESC.pdf](#)
- 4.B. [Local Agreement with 198th District Attorney's Office for the Disposition of Forfeited Contraband.](#)
Attachments:
[20210309 Local Agreement KPD and 198 District Attorney Office - disposition of forfeited contraband seized.pdf](#)
- 4.C. [Minutes for the City Council meeting held February 09, 2021.](#)
Attachments:
[20210309 Minutes Council regular meeting 2-09-21 6pm.pdf](#)

4.D. [Minutes for the City Council meeting held February 23, 2021.](#)

Attachments:

[20210309 Minutes Council regular meeting 2-23-21 6pm.pdf](#)

4.E. [Minutes for the City Council workshop held March 01, 2021.](#)

Attachments:

[20210309 Minutes Council workshop 830am 3-1-21.pdf](#)

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

Attachments:

[20210309 Minutes Joint special-called meeting CC-KPUB 3-04-21.pdf](#)

END OF CONSENT AGENDA.

5 PUBLIC HEARING AND ORDINANCES, FIRST READING:

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

Attachments:

[20210309 Ordinance 2021-07 ROW closure 400 Meadowview Lane.pdf](#)

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

Attachments:

[20210309 Ordinance 2021-09 ROW alley closure 615 Elm Street.pdf](#)

6 CONSIDERATION AND POSSIBLE ACTION:

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

Attachments:

[20210309 Resolution 10-2021 Accepting ownership of private streets for public use Keystone Subdivision.pdf](#)

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

Attachments:

[20210309 Bids Loop 534 Ellenburger Well Received Bids.pdf](#)

[20210309 Letter Hewitt Engineering Recommendation Letter J&K Utility Services.pdf](#)

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

Attachments:

[20210309 Contract FNI Knapp Lift Station Force Main and Sewer Scope of Services.pdf](#)

6.D. [Compromise, Settlement, and Release Agreement between Lonestar Inn and the City of Kerrville. \(This item is eligible for Executive Session 551.071.\)](#)

Attachments:

[20210309 Agreement Lonestar Inn - Compromise Settlement Release.pdf](#)

7 ITEMS FOR FUTURE AGENDAS:

City Council may suggest items or topics for future agendas.

8 BOARD APPOINTMENTS:

8.A. [Appointment to the Kerrville Public Utility Board of Trustees, position #3. \(This item is eligible for Executive Session 551.074.\)](#)

Attachments:

[20210309 Board Appointment KPUB position 3.pdf](#)

9 EXECUTIVE SESSION:

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

9.A. [Compromise, Settlement, and Release Agreement between Lone Star Inn and the City of Kerrville \(551.071\).](#)

9.B. [Appointment to the Kerrville Public Utility Board of Trustees, position #3 \(551.074\).](#)

9.C. [Legal advice as to claim against Mark Rowan concerning damage to City property \(fire hydrant\), \(551.071\).](#)

9.D. [Kerrville Public Utility Board Bond \(551.071, 551.086\).](#)

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

ADJOURN.



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

SUBJECT: Kerrville Kindness award - Partners responding to Winter Storm 2021.

AGENDA DATE OF: March 9, 2021 **DATE SUBMITTED:** Jan 29, 2021

SUBMITTED BY: Shelley McElhannon

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

A citizen or entity who has impacted the City of Kerrville in a positive way.

Recipients are the Partners responding to Winter Storm 2021: American Red Cross, Basement Brewers of Texas, Calvary Temple Church, First United Methodist Church, HEB, the Ingram Independent School District, the Kerrville Independent School District, Kerrville Veterans Administration, Maxey Energy Company, Pint & Plow Brewing Company, Salvation Army, Schreiner University, and Walmart.

RECOMMENDED ACTION:

Announce recipients.



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

SUBJECT: City's ongoing preparedness and response to COVID-19 (Coronavirus).

AGENDA DATE OF: March 9, 2021 **DATE SUBMITTED:** Feb 24, 2021

SUBMITTED BY: Eric Maloney

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

This is the regular briefing on the responsiveness to changing conditions and situations related to Covid 19.

RECOMMENDED ACTION:

None at this time.



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

SUBJECT: Interlocal agreement with Region 8 Education Service Center and the City of Kerrville.

AGENDA DATE OF: March 9, 2021 **DATE SUBMITTED:** Feb 09, 2021

SUBMITTED BY: Amy Dozier

EXHIBITS: [20210309_Agreement_Texas_Interlocal_Agreement_Region 8 ESC.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

The City would like to become a member of a purchasing cooperative called The Interlocal Purchasing System (TIPS). The purchasing cooperative is run by the Region 8 Education Service Center and requires an interlocal agreement to join.

This purchasing cooperative aims to improve procurement process efficiencies and assist in achieving best values for members by facilitating the bid process for common items. TIPS works with vendors to obtain the best pricing. Once a bid is awarded by TIPS, that price is available to TIPS members.

TIPS is free to join and no fees are due when purchases are made.

Approval of this agreement is recommended.

RECOMMENDED ACTION:

Approve interlocal agreement.

AN INTERLOCAL AGREEMENT
Between Region 8 Education Service Center and a
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of Kerrville

TEXAS PUBLIC ENTITY NAME

Control Number (TIPS will Assign)
Schools enter County-District Number

Region 8 Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for an Interlocal agreement to provide such services is granted under Texas Government Code § 791 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other legally eligible Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the “Agreement”) is effective March 10, 2021 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.
- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors to support the costs of operations of TIPS.

Role of the Public Entity:

- Commit to participate in the program by an authorized signature on membership forms.
- Designate a Primary Contact and Secondary Contact for entity.

- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered
 Region 8 ESC TIPS Interlocal Agreement for Texas Members
 Page 2 of 3

Revised 2-27-2017 - RP



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

SUBJECT: Local Agreement with 198th District Attorney's Office for the Disposition of Forfeited Contraband.

AGENDA DATE OF: March 9, 2021 **DATE SUBMITTED:** Feb 25, 2021

SUBMITTED BY: Chris McCall

EXHIBITS: [20210309_Local Agreement_KPD and 198 District Attorney Office - disposition of forfeited contraband seized.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

A Local Agreement between KPD and the 198th District Attorney's Office related to the distribution of forfeited seized contraband. The Agreement states, forty percent (40%) of all money, and/or property forfeited as a result of a seizure effected by the Police Department, shall be retained by the Prosecuting Attorney to be used for the official purposes of that office and that the remaining Sixty Percent (60%) shall be retained by the Police Department for law enforcement purposes. Sixty Percent (60%) of all money, and/or property forfeited as a result of a seizure effected by the Prosecuting Attorney in the City of Kerrville, shall be retained by the Prosecuting Attorney to be used for the official purposes of that office and that the remaining Forty Percent (40%) shall be retained by the Police Department for law enforcement purposes.

RECOMMENDED ACTION:

Recommend approval of Local Agreement with the 198th District Attorney's Office.

LOCAL AGREEMENT

THE STATE OF TEXAS §
COUNTY OF KERR §

This LOCAL AGREEMENT (“Agreement”) is made and entered into by and between the **City of Kerrville, Texas, Police Department**, located in Kerrville, Kerr County, Texas, and hereinafter called “**Police Department**”; and the **198th District Attorney’s Office of Kerr County, Texas**, hereinafter called “**Prosecuting Attorney**.”

WITNESSETH

WHEREAS, the Police Department and Prosecuting Attorney desire to enter into an agreement regarding disposition of forfeited contraband seized under Chapter 59 of the Texas Code of Criminal Procedure; and

WHEREAS, Chapter 59 of the Texas Code of Criminal Procedure provides for the forfeiture to the State of Texas of property found to be “contraband”, as defined by Chapter 59.01 of the Texas Code of Criminal Procedure; and

WHEREAS, the Prosecuting Attorney represents the State of Texas regarding forfeiture of contraband seized pursuant to Chapter 59 of the Code of Criminal Procedure;

WHEREAS, Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure mandates that a local agreement be reached between the attorney representing the State and local law enforcement agencies to effect the disposition of contraband forfeited to the State on or after **January 1, 2021**;

NOW THEREFORE, for the mutual considerations stated herein, this Agreement is hereby made and entered into by the **Police Department** and the Prosecuting Attorney.

In consideration for the services associated with the forfeiture of contraband, the **Police Department** and the Prosecuting Attorney agree that **Forty Percent (40%)** of all money, and/or property forfeited as a result of a seizure effected by the **Police Department**, shall be retained by the Prosecuting Attorney to be used for the official purposes of that office and that the remaining **Sixty Percent (60%)** shall be retained by the **Police Department** for law enforcement purposes. **Sixty Percent (60%)** of all money, and/or property forfeited as a result of a seizure effected by the Prosecuting Attorney in the City of Kerrville, shall be retained by the Prosecuting Attorney to be used for the official purposes of that office and that the remaining **Forty Percent (40%)** shall be retained by the **Police Department** for law enforcement purposes.

In the event that the office of the Prosecuting Attorney is assisted by additional law enforcement personnel other than just the **Police Department** in planning or making the seizure or the arrest upon which the forfeiture will be based, or in the event that the management of the property to be forfeited necessitates extraordinary amounts of time or expense, the case will be developed as a joint investigation with the percentage apportioned between the prosecuting attorney's office and the law enforcement agencies commensurate with the time and effort required by each and an Addendum to this Agreement will be executed by the parties as it pertains to the particular seizure and/or arrest. No provision in this Agreement shall limit the authority of the signatories hereto in choosing to file charges or forfeiture proceedings with federal authorities or courts.

Money and property shall be considered forfeited to the State once a forfeiture judgment has become final and no Motion for New Trial or Notice of Appeal has been taken. All monies will be deposited into an interest bearing Escrow account and payments in case or in kind shall be made as promptly as possible to include a pro-rata distribution of interest.

The term of this Agreement is effective for a period of one (1) year from **January 1st, 2021 to January 1st 2022**. This Agreement shall automatically be renewed on a yearly basis after the initial one (1) year term. This Agreement may be terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice. By signing below, all previous agreements between the parties with respect to this subject matter are hereby superseded and terminated.

Any pending forfeitures under this Agreement filed prior to the termination date, however, shall not be affected by such notice.

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for the Police Department, mail to:

Kerrville Police Department
429 Sidney Baker
Kerrville, Texas 78028

If intended for the Prosecuting Attorneys, mail to:

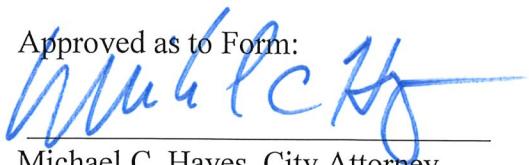
198th District Attorney
400 Clearwater Paseo
Kerrville, Texas 78028

SIGNED on this _____ day of _____, 2021.

Chris McCall, Chief of Police, Kerrville Police Department

District Attorney 198th Judicial District

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Michael C. Hayes".

Michael C. Hayes, City Attorney



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

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

AGENDA DATE OF: March 9, 2021 **DATE SUBMITTED:** Jan 29, 2021

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20210309_Minutes_Council regular meeting 2-09-21 6pm.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

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

RECOMMENDED ACTION:

Approve minutes as presented.

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
FEBRUARY 09, 2021**

On February 09, 2021, at 6:00 p.m. the meeting was called to order by Mayor Bill Blackburn at the Cailloux City Center, 910 Main Street. Councilmember Gary Cochrane provided the invocation and led the Pledge of Allegiance.

COUNCILMEMBERS PRESENT:

| | |
|----------------|---------------|
| Bill Blackburn | Mayor |
| Kim Clarkson | Mayor Pro Tem |
| Gary Cochrane | Councilmember |
| Judy Eychner | Councilmember |
| Brenda Hughes | Councilmember |

COUNCILMEMBER ABSENT: None

CITY EXECUTIVE STAFF:

| | | |
|--------------------|---------------------|---|
| Mark McDaniel | City Manager | Stuart Cunyus, Public Information Officer |
| E.A. Hoppe | Deputy City Manager | Amy Dozier, Chief Financial Officer |
| Mike Hayes | City Attorney | Eric Maloney, Fire Chief |
| Shelley McElhannon | City Secretary | Chris McCall, Chief of Police |

VISITORS PRESENT: A list of the citizen speakers present during the meeting is on file in the City Secretary's Office for the required retention period. In addition, a Zoom webinar was offered.

1. ANNOUNCEMENTS OF COMMUNITY INTEREST:

Items of interest to the community was presented by Stuart Cunyus and Councilmember Judy Eychner.

2. PRESENTATIONS:

2A. Meritorious Acts by a Citizen award – Amber Hneidy.

Mayor Blackburn and Chief McCall presented the Meritorious Acts by a Citizen award to Amber Hneidy, for rescuing a friend during an assault.

2B. Meritorious Acts by a Citizen award – Cody Langehennig.

Mayor Blackburn and Chief McCall presented the Meritorious Acts by a Citizen award to Cody Langehennig, for bravery and assisting others during an assault.

2C. Tax Increment Reinvestment Zone (TIRZ) Annual Report.

Amy Dozier presented information and responded to questions.

The following person(s) spoke:

- George Baroody

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

Chief Maloney presented information and responded to questions.

3. VISITORS FORUM:

No person(s) signed up for the Visitors/Citizens forum.

4. CONSENT AGENDA:

Citizen George Baroody requested to pull item 4C. No Councilmembers requested to pull an item. Mayor Blackburn called the citizen to speak.

4C. Minutes for the City Council meeting held January 26, 2021.

The following person(s) spoke:

- George Baroody

Mike Hayes provided clarification.

4A. Community Service Agreement between the City of Kerrville, Texas and the Doyle School Community Center for renovation of the Doyle School Community Center.

4B. License agreement between the City of Kerrville and the Kerrville Farmer's Market.

4C. Minutes for the City Council meeting held January 26, 2021.

Councilmember Cochrane made a motion to approve the consent agenda items as presented. Councilmember Eychner seconded the motion, and the motion passed 5-0.

END OF CONSENT AGENDA.

5. ORDINANCE(S), SECOND READING:

5A. Ordinance No. 2021-08, second reading. An Ordinance amending Chapter 66, "Library", of the Code of Ordinances of the City of Kerrville, Texas; by amending Article II "Library Advisory Board" to increase the composition of the membership of the Library Advisory Board to six members, such that City Council will make four appointments; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2021-08 caption into record.

Councilmember Brenda Hughes made a motion to approve Ordinance No. 2021-08 second reading, seconded by Councilmember Eychner. The motion passed 5-0.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Resolution No. 11-2021. A Resolution supporting the application of OPG Holdsworth Partners, LLC, to construct affordable rental housing pursuant to the low income housing tax credit program administered by the Texas Department of Housing and Community Affairs.

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

E.A. Hoppe introduced the Resolution and the Managing Partner of Overland Property Group Matt Gillam, who presented information and responded to questions.

Councilmember Eychner made a motion to approve Resolution No. 11-2021 as presented, seconded by Councilmember Cochrane. The motion passed 5-0.

6B. Appeal for waiver request for the consideration of a Planned Development Zoning (district) request for property located on the corner of Quinlan Street and MacFarland Street, such property less than the 5 acre minimum size requirement.

Mayor Blackburn advised that the applicant pulled this item from the agenda.

6C. Agenda distribution timeframes and City Council regular meetings date and time.

Shelley McElhannon read item 6C caption into record.

Councilmember Clarkson presented information. The general consensus was that no changes are made to the dates or times of City Council meetings, but if a new ordinance or re-write or a large document will be introduced, then the City Council desires the information a week in advance.

7. ITEMS FOR FUTURE AGENDAS:

No items were presented.

8. CONSIDERATION AND POSSIBLE ACTION:

8A. Library Advisory Board member.

Shelley McElhannon read item 8A caption into record.

Councilmember Eychner made a motion to appoint Bev Avery to the Library Advisory Board, seconded by Councilmember Hughes. The motion passed 5-0.

8B. Representative to the City of Kerrville for the Playhouse 2000 Board of Directors.

Shelley McElhannon read 8B caption into record.

Councilmember Eychner made a motion to appoint Councilmember Brenda Hughes as representative for the City of Kerrville for the Playhouse 2000 Board of Directors, seconded by Councilmember Kim Clarkson. The motion passed 5-0.

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

Mayor Blackburn recessed the meeting at 7:19 p.m., and reconvened in closed executive session in the Cailloux City Center upstairs conference room.

9. EXECUTIVE SESSION:

9A. West Texas Aggregate, LLC, Air Quality Standard Permit for Permanent Rock and Concrete Crushers, Registration Number 163301 (551.071).

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

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

No action was taken in Executive Session.

9A. West Texas Aggregate, LLC, Air Quality Standard Permit for Permanent Rock and Concrete Crushers, Registration Number 163301.

The following person(s) signed up to speak about the Executive Session item 9A:

- Bill Morgan (who advised a City employee that he declined to speak, and he left the meeting)

Councilmember Hughes made a motion that City Council direct staff to take all appropriate action to protect its interests, including the interest of neighboring property owners and the airport, with respect to mitigating the impact of the West Texas Aggregate operation; and Council also directs staff to work with the City's legislators to make known the City's concerns about aggregate operations in and around Kerrville, seconded by Councilmember Eychner. The motion passed 5-0.

ADJOURN. The meeting adjourned at 7:47 p.m.

APPROVED BY COUNCIL: _____

APPROVED:

Bill Blackburn, Mayor

ATTEST:

Shelley McElhannon, City Secretary



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

SUBJECT: Minutes for the City Council meeting held February 23, 2021.

AGENDA DATE OF: March 9, 2021 **DATE SUBMITTED:** Feb 24, 2021

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20210309_Minutes_Council regular meeting 2-23-21 6pm.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Minutes for the City Council meeting held February 23, 2021 at 6:00 p.m.

RECOMMENDED ACTION:

Approve minutes as presented.

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
FEBRUARY 23, 2021**

On February 23, 2021, at 6:00 p.m. the meeting was called to order by Mayor Bill Blackburn at the Cailloux City Center, 910 Main Street. Senior Pastor David Payne of the First United Methodist Church provided the invocation and Councilmember Kim Clarkson led the Pledge of Allegiance.

COUNCILMEMBERS PRESENT:

| | |
|----------------|---------------|
| Bill Blackburn | Mayor |
| Kim Clarkson | Mayor Pro Tem |
| Gary Cochrane | Councilmember |
| Judy Eychner | Councilmember |
| Brenda Hughes | Councilmember |

COUNCILMEMBER ABSENT: None

CITY EXECUTIVE STAFF:

| | | |
|--------------------|-----------------------|---|
| Mark McDaniel | City Manager | Stuart Cunyus, Public Information Officer |
| E.A. Hoppe | Deputy City Manager | Amy Dozier, Chief Financial Officer |
| Mike Hayes | City Attorney | Guillermo Garcia, Exec Dir Innovation |
| Shelley McElhannon | City Secretary | Eric Maloney, Fire Chief |
| Stuart Barron | Director Public Works | Chris McCall, Chief of Police |
| Ashlea Boyle | Director Parks & Rec | |

VISITORS PRESENT: A list of the citizen speakers present during the meeting is on file in the City Secretary's Office for the required retention period. In addition, a Zoom webinar was offered.

1. ANNOUNCEMENTS OF COMMUNITY INTEREST:

Items of interest to the community was presented by Councilmember Judy Eychner, Councilmember Clarkson, Councilmember Brenda Hughes, and Mayor Blackburn.

2. PRESENTATIONS:

2A. City's emergency response to severe winter weather event.

Mark McDaniel introduced the item, and Mark McDaniel and Fire Chief Eric Maloney presented information and responded to questions. Police Chief Chris McCall, Chief Maloney, Public Works Director Stuart Barron, Executive Director of Innovation Guillermo Garcia, Director of Parks and Recreation Ashlea Boyle, Finance Director Amy Dozier, and Public Information Officer Stuart Cunyus provided report outs.

The following person(s) spoke:

- Mary Ellen Summerlin

Mayor Blackburn shifted the Consent Agenda forward before item 3 Visitors Forum.

4. CONSENT AGENDA:

Shelley McElhannon read the items of the Consent Agenda into record. Mayor Blackburn pulled 4B from the consent agenda. Councilmember Gary Cochrane made a

motion to approve items 4A, 4C, and 4D, and Councilmember Eychner seconded. The motion passed 5-0.

4A. Resolution No. 12-2021. A Resolution of City Council extending the Declaration of Local Disaster regarding the February Winter Weather Event issued on February 15, extended on February 22, 2021.

4C. Approve the 2021 Emergency Management Performance Grant (EMPG) Terms and Conditions.

4D. Kerrville Citizen Participation Plan for the Texas Community Development Block Grant Program (Main Street), and award RFQ for Engineering services for the 2021 Downtown CDBG.

END OF CONSENT AGENDA.

4B. Republic Services request to transport out of county waste into the Transfer Station.

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

Councilmember Cochrane made a motion to approve item 4B, and Councilmember Hughes seconded. The motion, and the motion passed 5-0.

3. VISITORS FORUM:

No person(s) signed up for the Visitors/Citizens forum.

4. CONSENT AGENDA:

Mayor Blackburn shifted the Consent Agenda forward before item 3 Visitors Forum (see above).

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Presentation and acceptance of the audited Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2020.

Shelley McElhannon read item 5A caption into record.

Amy Dozier introduced both the item and speaker Danny Martinez, BKD Managing Director, who presented the CAFR, provided information, and responded to questions.

Councilmember Eychner moved to approve and accept the audited Comprehensive Annual Financial Report for the fiscal year ended September 30, 2020. Councilmember Clarkson seconded, and the motion passed 5-0.

5B. Purchase of 60 Taser electronic control devices and training from Axon Enterprise Inc (BuyBoard contract #606-20) for a total price not to exceed \$191,480.60.

Shelley McElhannon read item 5B caption into record.

Chief McCall presented information and responded to questions.

Councilmember Cochrane moved to approve the purchase of 60 Taser electronic control devices and training from Axon Enterprise Inc, and Councilmember Hughes seconded. The motion passed 5-0.

5C. Seventh Amendment to Development Agreement by and between Comanche Trace Ranch and Golf Club, LLLP, a Colorado Limited Liability Limited Partnership, and the City of Kerrville, Texas for Comanche Trace Ranch and Golf Club.

Shelley McElhannon read item 5C caption into record.

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

Councilmember Eychner moved to authorize the City Manager to finalize and execute the Development Agreement in significantly the same form as presented, and Councilmember Cochrane seconded. The motion passed 5-0.

5D. City's ongoing preparedness and response to COVID-19 (Coronavirus); and Declaration of local state of disaster due to a public health emergency, March 20, 2020.

Shelley McElhannon read item 5D caption into record.

Chief Maloney and Mark McDaniel presented information and responded to questions.

6. ITEMS FOR FUTURE AGENDAS:

No items were presented.

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

Mayor Blackburn recessed the meeting at 7:48 p.m., and reconvened in closed executive session in the Cailloux City Center upstairs conference room.

7. EXECUTIVE SESSION:

7A. West Texas Aggregate, LLC, Air Quality Standard Permit for Permanent Rock and Concrete Crushers, Registration Number 163301 (551.071).

The closed executive session adjourned, Council returned to open session at 8:13 p.m.

8. ACTIONS ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY:

No action was taken in Executive Session.

ADJOURN. The meeting adjourned at 8:13 p.m.

APPROVED BY COUNCIL: _____

APPROVED:

ATTEST:

Bill Blackburn, Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: Minutes for the City Council workshop held March 01, 2021.

AGENDA DATE OF: March 9, 2021 **DATE SUBMITTED:** Feb 26, 2021

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20210309_Minutes_Council workshop 830am 3-1-21.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Minutes for the City Council workshop held March 01, 2021 at 8:30 a.m.

RECOMMENDED ACTION:

Approve minutes as presented.

**CITY COUNCIL MINUTES
WORKSHOP, COUNCIL CHAMBERS**

**MARCH 01, 2021 8:30 AM
KERRVILLE, TEXAS**

CALL TO ORDER: On March 01, 2021, at 8:30 a.m., the Kerrville City Council workshop was called to order by Mayor Bill Blackburn in the City Hall Council Chambers, 701 Main Street.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT: None

CITY STAFF PRESENT:

| | |
|-------------|---|
| Kim Meismer | Executive Director for General Operations |
|-------------|---|

CITIZENS PRESENT: No citizens were present at the City Council workshop.

1. CONSIDERATION AND POSSIBLE ACTION:

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

Discussion ensued how to organize for appreciation events related to the severe winter storm emergency response. Kim Meismer presented information and responded to questions.

2. EXECUTIVE SESSION: N/A

3. ACTIONS ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY: N/A

ADJOURN.

The meeting was adjourned at 9:40 a.m.

APPROVED BY COUNCIL: _____

APPROVED:

Bill Blackburn, Mayor

ATTEST:

Shelley McElhannon, City Secretary



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

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

AGENDA DATE OF: March 9, 2021 **DATE SUBMITTED:** Mar 04, 2021

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20210309_Minutes_Joint special-called meeting CC-KPUB 3-04-21.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Minutes for the City Council and Kerrville Public Utility Board of Trustees special-called meeting held March 04, 2021 at 9:00 a.m., in the KPUB Board room.

RECOMMENDED ACTION:

Approve minutes as presented.

CITY COUNCIL MINUTES**March 4, 2021 9:00 AM****JOINT SPECIAL-CALLED MEETING OF THE KERRVILLE CITY COUNCIL AND
KERRVILLE PUBLIC UTILITY BOARD OF TRUSTEES
KERRVILLE PUBLIC UTILITY BOARD BUILDING, 1250 MEMORIAL BLVD,
KERRVILLE, TEXAS**

CALL TO ORDER: On March 4, 2021, at 9:00 a.m., the Kerrville City Council special-called meeting was called to order by Mayor Bill Blackburn at the Kerrville Public Utility Board building, 1250 Memorial Blvd; and Kerrville Public Utility Board of Trustees Chairman Bill Thomas called the Kerrville Public Utility Board of Trustees special-called meeting to order. The invocation was provided by Mayor Blackburn, and the pledge of allegiance was led by Mr. Thomas.

COUNCILMEMBERS PRESENT:

| | |
|----------------|---|
| Bill Blackburn | Mayor |
| Kim Clarkson | Mayor Pro Tem, Councilmember Place 2 (arrived at 9:17 a.m.) |
| Gary Cochrane | Councilmember Place 1 |
| Judy Eychner | Councilmember Place 3 |
| Brenda Hughes | Councilmember Place 4 |

COUNCILMEMBER ABSENT: N/A**CITY STAFF PRESENT:**

| | |
|--------------------|-------------------------|
| E.A. Hoppe | Deputy City Manager |
| Amy Dozier | Chief Financial Officer |
| Shelley McElhannon | City Secretary |

KERRVILLE PUBLIC UTILITY BOARD OF TRUSTEES PRESENT:

| |
|----------------------|
| Mayor Bill Blackburn |
| Bill Thomas, Chair |
| Philip Stacy |
| Mark Cowden |
| Larry Howard |

KERRVILLE PUBLIC UTILITY BOARD STAFF PRESENT:

| | |
|-----------------|-------------------------|
| Mike Wittler | Chief Executive Officer |
| Jill Sadberry | Chief Financial Officer |
| Lidia Goldthorn | Executive Assistant |

Mike Wittler acknowledged a caller on the Webex Conference: Carolyn Tuttle, 313 Jackson Road.

Mayor Blackburn read two motions into record in order to go into Executive Session: (1) In accordance with Texas Statutes Subchapter D, Chapter 551, Government Code Section 551.071, the Kerrville City Council and Kerrville Public Utility Board will recess for the purpose of "Consultation with Attorney" regarding the following matter: A. Consultation with Attorney regarding pending or contemplated litigation – Mike Wittler, KPUB CEO; and (2) In accordance with Texas Statutes Subchapter D, chapter 551,

Government Code Section 551.086, the Kerrville City Council and Kerrville Public Utility Board will recess to discuss the following “Competitive Matters”: A. Bidding and pricing information for purchased power, general and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies; Risk management information, contracts, and strategies, including fuel hedging and storage; (1) Discussion on hedging activities and risk management policy – Mike Wittler, KPBU CEO. Councilmember Gary Cochrane so moved, and Councilmember Judy Eychner seconded. The motion passed 4-0.

Mayor Blackburn recessed the special-called meeting at 9:06 a.m. and convened in closed executive session.

Bill Thomas read two motions into record in order to go into Executive Session: (1) In accordance with Texas Statutes Subchapter D, Chapter 551, Government Code Section 551.071, the Kerrville City Council and Kerrville Public Utility Board will recess for the purpose of “Consultation with Attorney” regarding the following matter: A. Consultation with Attorney regarding pending or contemplated litigation – Mike Wittler, KPUB CEO; and (2) In accordance with Texas Statutes Subchapter D, chapter 551, Government Code Section 551.086, the Kerrville City Council and Kerrville Public Utility Board will recess to discuss the following “Competitive Matters”: A. Bidding and pricing information for purchased power, general and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies; Risk management information, contracts, and strategies, including fuel hedging and storage; (1) Discussion on hedging activities and risk management policy – Mike Wittler, KPBU CEO. Mark Cowden so moved, and Philip Stacy seconded. The motion passed 5-0.

Bill Thomas recessed the special-called meeting at 9:06 a.m. and convened in closed executive session.

2. EXECUTIVE SESSION:

City Council may adjourn into executive (closed) 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 (deliberations regarding gifts), 551.074 (personnel/officers), 551.076 (deliberation regarding security devices), and 551.087 (business prospect/economic development) of Chapter 551 of the Texas Government Code.

2.A. In accordance with Texas Statutes Subchapter D, Chapter 551, Government Code Section 551.071, the Kerrville City Council and Kerrville Public Utility Board will recess for the purpose of “Consultation with Attorney” regarding the following matter: A. Consultation with Attorney regarding pending or contemplated litigation – Mike Wittler, KPUB CEO (551.071).

2.B. In accordance with Texas Statutes Subchapter D, chapter 551, Government Code Section 551.086, the Kerrville City Council and Kerrville Public Utility Board will recess to discuss the following “Competitive Matters”: A. Bidding and pricing information for purchased power, general and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies; Risk management information, contracts,

and strategies, including fuel hedging and storage; (1) Discussion on hedging activities and risk management policy – Mike Wittler, KPBUs CEO. (551.086)

Councilmember Kim Clarkson joined the meeting and sat on City Council at 9:17 a.m.

The closed executive session adjourned, City Council returned to open session at 11:07 a.m.

3. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION IF ANY:

No action was taken in executive session.

ADJOURN.

The City Council special-called meeting adjourned at 11:10 a.m.

APPROVED BY COUNCIL: _____

APPROVED:

Bill Blackburn, Mayor

ATTEST:

Shelley McElhannon, City Secretary



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

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

AGENDA DATE OF: March 9, 2021

DATE SUBMITTED: Feb 11, 2021

SUBMITTED BY: Drew Paxton

EXHIBITS: [20210309_Ordinance 2021-07 ROW closure 400 Meadowview Lane.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

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

Staff supports the request.

RECOMMENDED ACTION:

Approve Ordinance No. 2021-07 on first reading.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2021-07

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

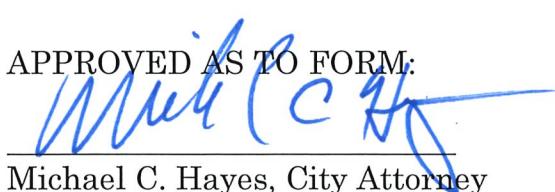
SECTION TEN. This Ordinance shall become effective immediately after its second reading and final passage.

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

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

Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes

Michael C. Hayes, City Attorney

ATTEST:

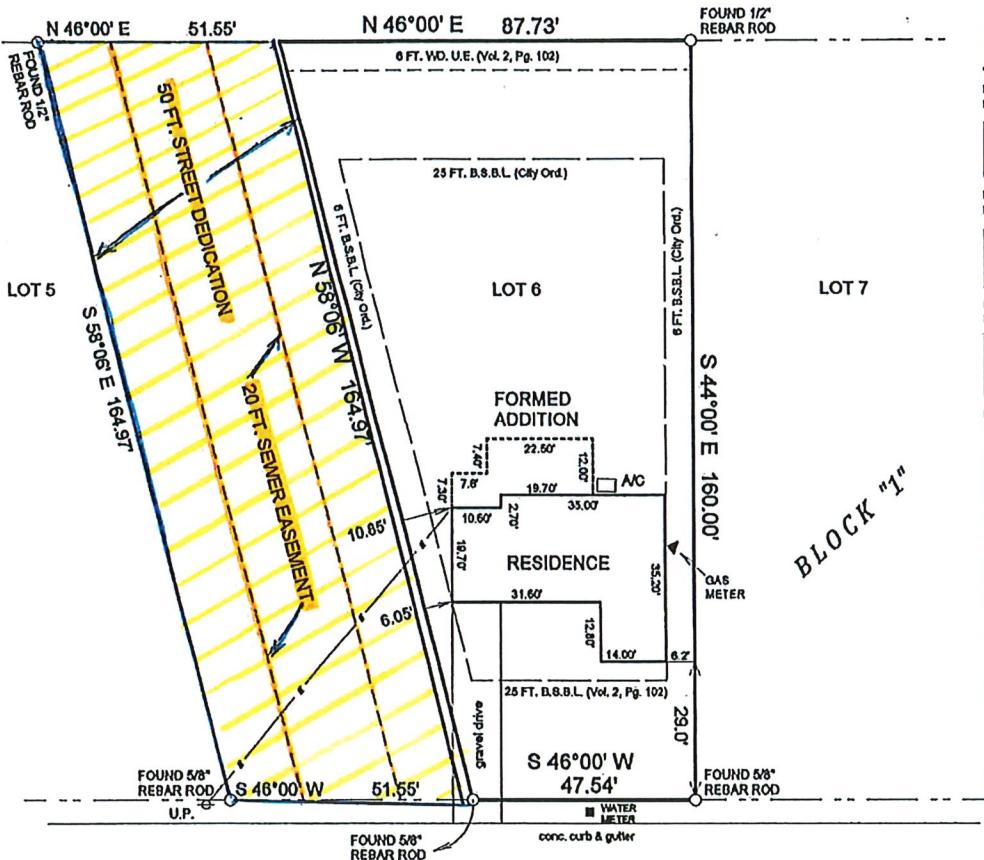
Shelley McElhannon, City Secretary

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



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

SCALE: 1" = 30 FEET



MEADOW VIEW LANE
50 FT. WD. PUBLIC STREET

FORM BOARD SURVEY - 400 MEADOW VIEW LANE

I, Gary Max Brandenburg, Registered Professional Land Surveyor No. 5164
hereby certify that this plat represents a survey made on the ground under my
direct supervision and direction on September 20, 2019.

Gary Max Brandenburg
Registered Professional Land Surveyor No. 5164



JOB NO. GMB-563

CLIENT STEVE PRATT

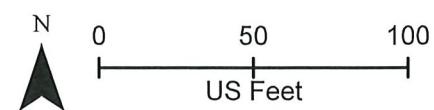
OWNER: FRANK GALVAN

PROPERTY ADDRESS:
400 MEADOW VIEW LANE
KERRVILLE, TEXAS 78028

DRAWN BY GMB

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

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



03/03/2021 04:09 PM

joyoung

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



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

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

AGENDA DATE OF: March 9, 2021 **DATE SUBMITTED:** Feb 25, 2021

SUBMITTED BY: Drew Paxton

EXHIBITS: [20210309_Ordinance 2021-09 ROW alley closure 615 Elm Street.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

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

Staff supports the request.

RECOMMENDED ACTION:

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

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2021-09

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION FOUR. The property abutting the Alley is:

615 Elm Street, Kerrville, TX 78028

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

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

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

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

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

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

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

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

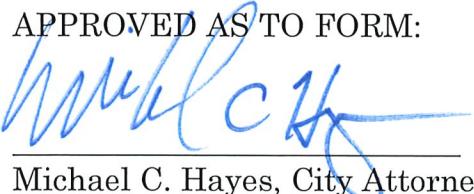
SECTION TEN. This Ordinance shall become effective immediately after its second reading and final passage.

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

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

Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

EXHIBIT A

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

SUBJECT TO:

NOTES:

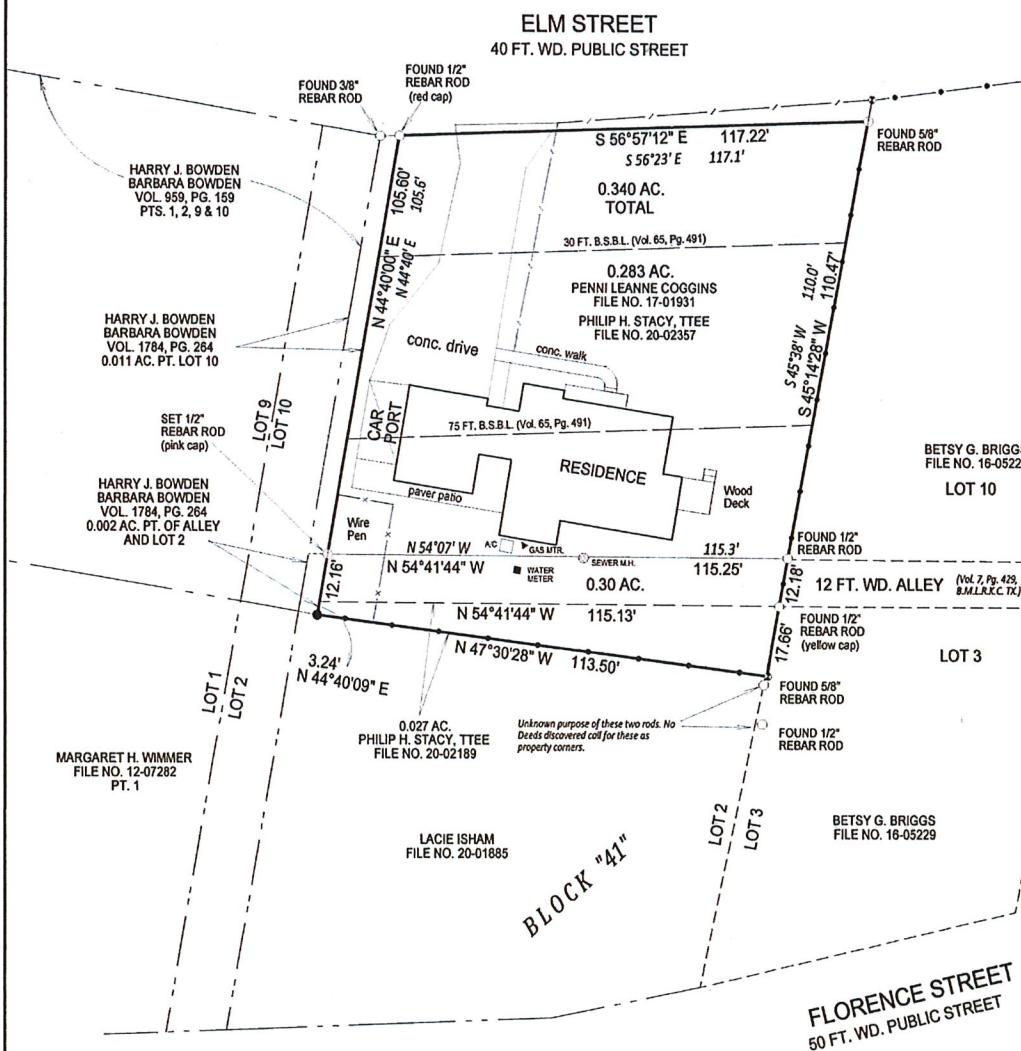
RESTRICTIONS AND MATTERS IN:
VOL. 45, PG. 335 D.R.K.C. TX.
VOL. 1, PG. 26-A P.R.K.C. TX.
VOL. 45, PG. 458 D.R.K.C. TX.
VOL. 65, PG. 491 D.R.K.C. TX.
VOL. 57, PG. 118 D.R.K.C. TX.
VOL. 70, PG. 271 D.R.K.C. TX.
VOL. 65, PG. 13 D.R.K.C. TX.
VOL. 452, PG. 503 P.R.K.C. TX.
VOL. 43, PG. 577 D.R.K.C. TX.
VOL.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

RECORD PLAT/DEED CALLS SHOWN IN SMALLER
ITALIC TYPE NEAR MEASURED CALLS.

ALL IRON RODS SET CAPPED: "RPLS 5164"
THIS PLAT IS A COMPANION DOCUMENT TO
METES AND BOUNDS DESCRIPTION OF THIS
SURVEY DATED JANUARY 20, 2020. AND
OCTOBER 26, 2020.



SCALE: 1" = 30 FEET



JOB NO. GMB-588

CLIENT PLC

BUYER:
PHILIP H. STACY, LEGACY TRUST

PROPERTY ADDRESS:
615 ELM STREET
KERRVILLE, TEXAS 78028

TITLE CO. KERRVILLE TITLE

G. F. NO. 2020107

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

PANEL DATE 03/03/2011

FLOOD ZONE X NON-SHADED

DATA ENTRY CTR

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

Gary Max Brandenburg

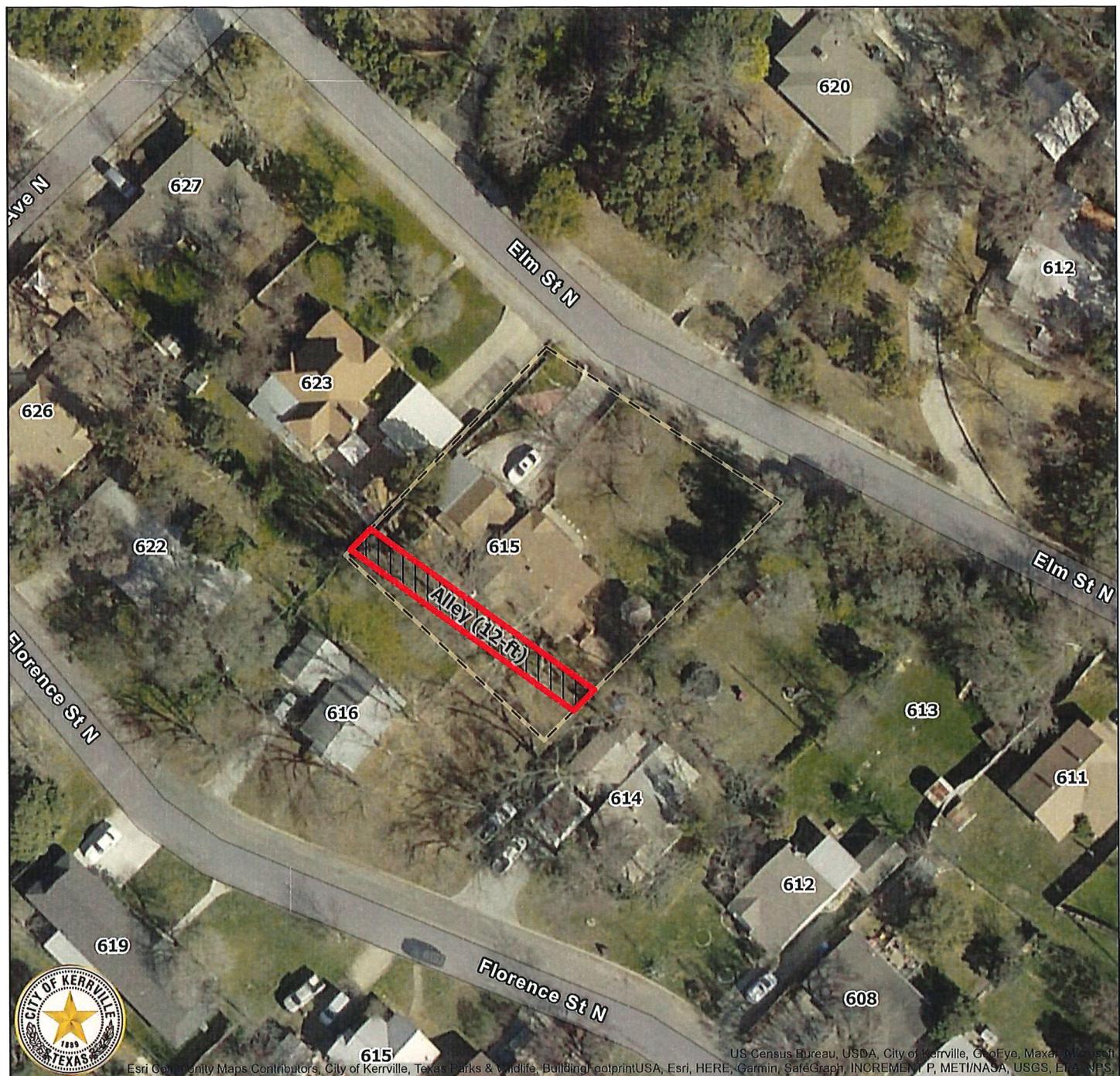


GARY MAX BRANDENBURG LAND SURVEYING
200 NIMITZ DR. KERRVILLE, TX. 78028 830 928-8220
gary.brandenburg50@yahoo.com

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



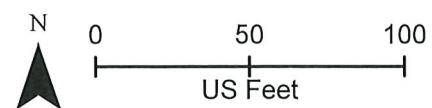
EXHIBIT A



Lot

Public Alley

Alley To Be Abandoned



03/03/2021 05:20 PM

joyoung

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

**METES AND BOUNDS DESCRIPTION
0.340 ACRE**

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

BEING COMPRISED OF THE FOLLOWING:

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

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

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

BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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

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

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

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

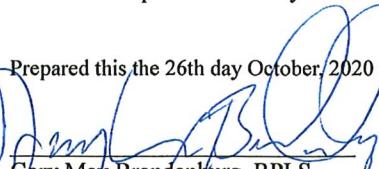
THENCE continuing with the northwest boundary of said Briggs tract and with the common line of Lot 2 and Lot 3, Block 41, along a chain link fence; **S 45°14'28" W, 17.66 feet** to a chain link fence corner post marking the South corner of the herein described tract;

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

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

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

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


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





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

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

AGENDA DATE OF: March 9, 2021 **DATE SUBMITTED:** Feb 11, 2021

SUBMITTED BY: Drew Paxton

EXHIBITS: [20210309_Resolution_10-2021 Accepting ownership of private streets for public use Keystone Subdivision.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Property owners in the Keystone Section 3 neighborhood/subdivision have requested for the City of Kerrville to accept their private street network, consisting of two relatively short residential streets, as public streets. Doing so will bring these two streets into the City's maintenance program. The subdivision has obtained an engineering report verifying that the existing streets are up to the City of Kerrville's paving standards. Based on this paving inspection report, staff supports the request to accept the streets as public infrastructure and maintain them going forward.

RECOMMENDED ACTION:

Approve Resolution No. 10-2021 as presented.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 10-2021**

**A RESOLUTION AUTHORIZING THE CITY'S ACCEPTANCE OF
THE OWNERSHIP OF PRIVATE STREETS FOR PUBLIC USE;
SUCH STREETS LOCATED WITHIN THE KEYSTONE SECTION
THREE SUBDIVISION AND CONSISTING OF WILMINGTON
AVENUE, CRESWELL LANE, AND ROANOKE LANE;
AUTHORIZING THE CITY MANAGER TO TAKE ACTIONS TO
EFFECTUATE THE CONVEYANCE SUBJECT TO VARIOUS
CONDITIONS**

WHEREAS, the Keystone Section Three Subdivision ("Keystone"), whose entrance is off of Yorktown Boulevard and is located within the city of Kerrville, was developed as a residential subdivision with private streets; and

WHEREAS, Keystone consists of approximately 42 residential lots, is almost completely built out, and has an existing property owners association (the "Association"); and

WHEREAS, Keystone's private streets consist of Wilmington Avenue, Creswell Lane, and Roanoke Lane (the "Streets"), which are designated as Lot H pursuant to the plat filed at Volume 8, Pages 113-14 of the Kerr County Real Property Records; and

WHEREAS, the plat which created the Streets as Lot H, also reserved this lot as a public utility easement; and

WHEREAS, per the *Declaration of Restrictions, Covenants & Conditions of Keystone Section Three Subdivision* (the "Declaration"), filed at Volume 1761, Page 812 of the Kerr County Property Records, the Association owns various common interest within Keystone; and

WHEREAS, pursuant to the Special Warranty Deed filed at Volume 1778, Page 584 of the Kerr County Real Property Records, the developer of Keystone conveyed the Streets (Lot H) and two medians as Lots B and C to the Association; and

WHEREAS, the Association has requested that the City accept ownership of the Streets for public use and thus, pursuant to its powers and authority under the Declaration, seeks to convey the Streets (Lot H) and the two medians (Lots B and C) to the City; and

WHEREAS, following the Association's request, City staff inspected the Streets and the corresponding right-of-ways, to include sidewalks, to ensure that these improvements comply with the City's current public improvement standards, as to construction and size; and state and federal laws, as to accessibility, which staff confirms that they do; and

WHEREAS, City Council, based upon the facts presented above and the conditions required for the City's acceptance as specified below, believes it to be in the public interest to accept the Streets for public use and maintenance;

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

SECTION ONE. The above findings are found to be true and correct.

SECTION TWO. City Council hereby directs the City Manager to effectuate the City's acceptance of the Streets for public use, subject to the following requirements and conditions:

- a.** The Association must present the City with proof, in a form acceptable to the City Attorney, that the Association, pursuant to the Declaration with respect to requirements for called meetings and votes, has approved the conveyance and dedication of the Streets and median areas to the City for public use; such Streets and median areas are more specifically defined by the plat filed at Volume 8, Pages 113-14, and the deed filed at Volume 1778, Page 584, both of which are filed in the Real Property Records of Kerr County (collectively referred to herein as the "Property"); and as depicted on the document attached hereto as **Exhibit A**;
- b.** The City will accept the Property as a right-of-way easement (the "Easement") in a form acceptable to the City, with the limited right to use the Property as a public right-of-way, meaning that the Association will own the remaining rights to the Property;
- c.** The Easement will also reaffirm the City's continued right to use the Streets as a public utility easement, as it is doing now, pursuant to the plat referenced ab
- d.** Following the execution of the Easement, the Association shall file this Resolution and the Easement in the Real Property Records of Kerr County and provide proof of such filing to the City;

- e. The Association acknowledges, understands, and agrees that the City will maintain the Property in accordance with its standards for such, which may be amended. The City, however, is under no obligation to maintain the Property as currently configured to any standard and may at any time, with or without notice to the Association, and as an example, remove the medians in accordance with City policy or for safety or traffic concerns; and
- f. The authority granted hereby will remain effective for 180 days from the date that Council approved this Resolution, as specified below; should the conveyance of the Property not occur prior to the expiration of that time, the authority granted hereby will automatically expire;

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

Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

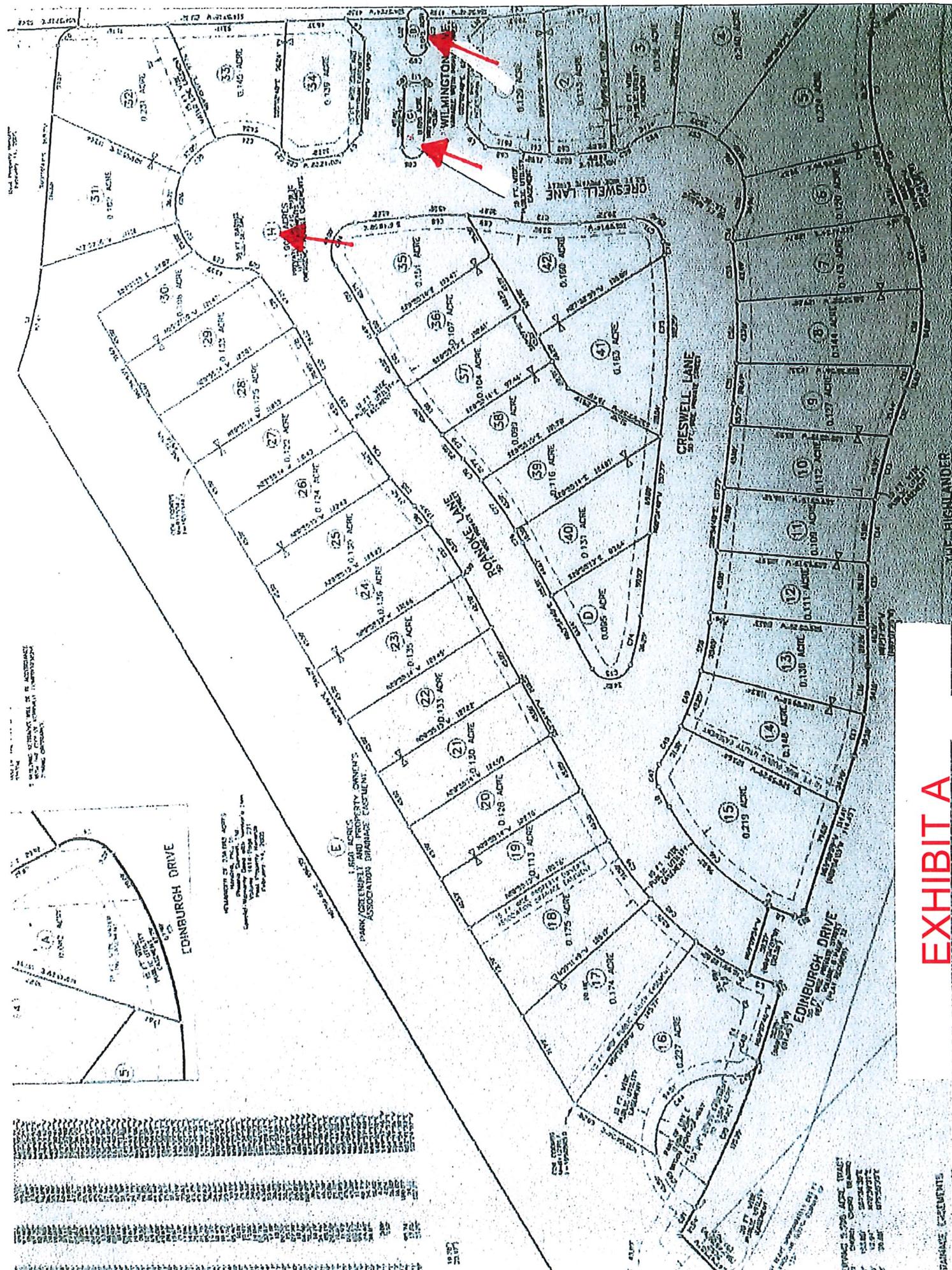
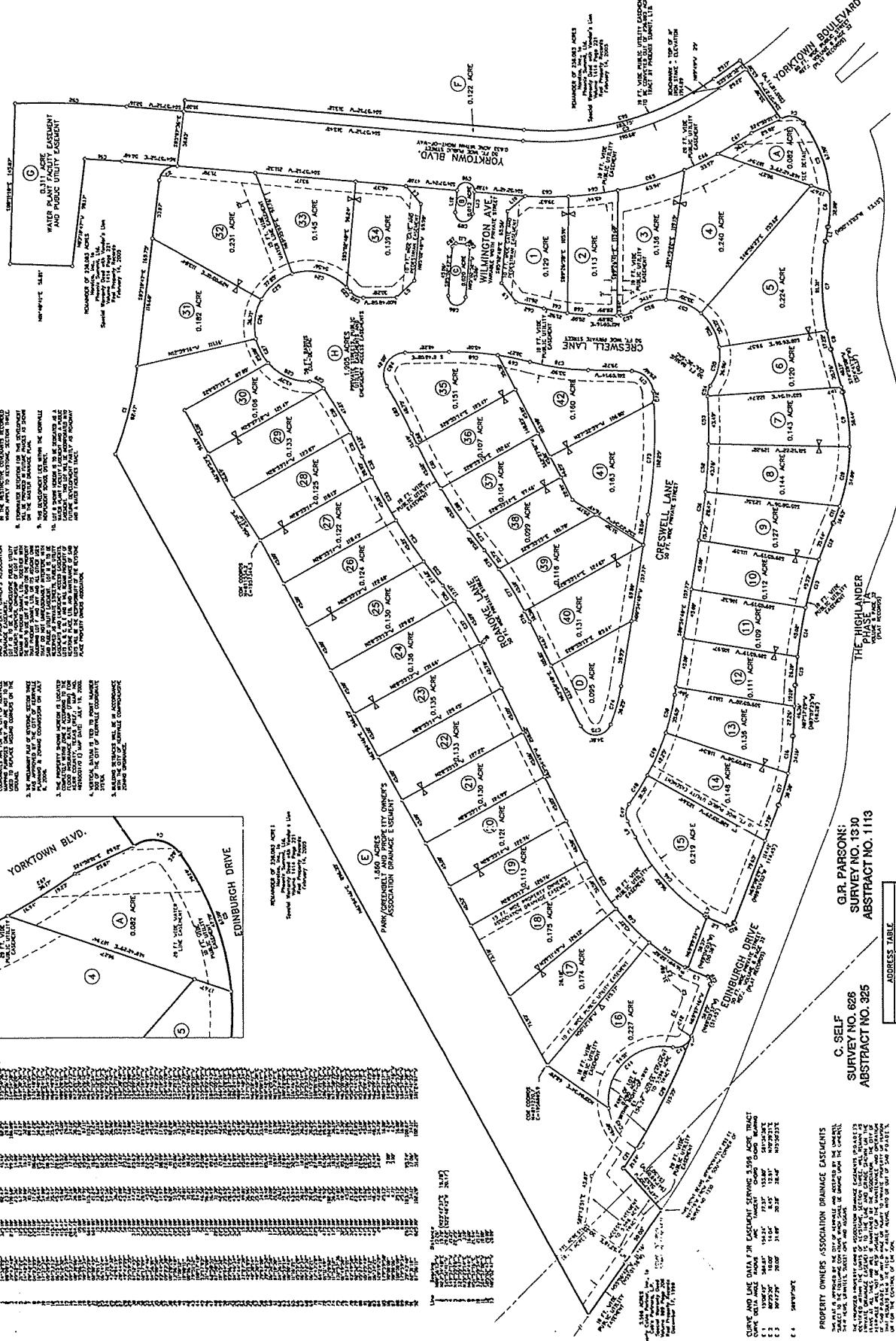
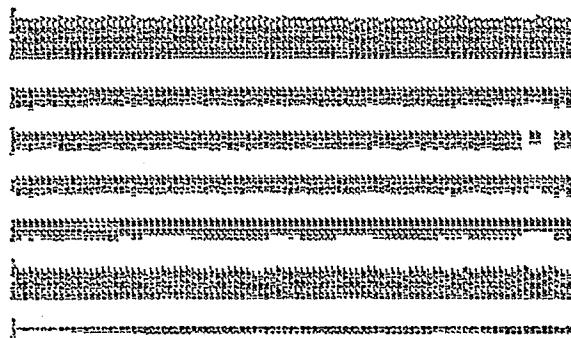
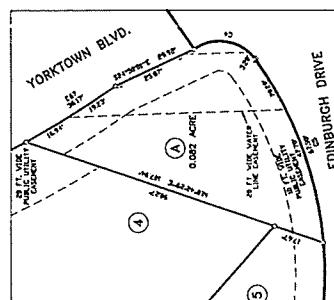


EXHIBIT A



C. SELF SURVEY NO. 626 ABSTRACT NO. 325

G.R. PARSONS
SURVEY NO. 1310
ABSTRACT NO. 1113

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KEYSTONE SECTION THREE

SECTION THREE
A SUBDIVISION CONTAINING 11,080 ACRES OF LAND,
MORE OR LESS, OUT OF VARIOUS ORIGINAL PATENT
SURVEYS IN KERR COUNTY, TEXAS

| | | | |
|------------------------------|------------------|--------------|--|
| DATE: MARCH 26, 2007 | GROGAN SURVEYING | | |
| DRAWING NO.: KEYJ04 | 1135 HWY. 173 | 1135 NORTH | |
| COORDINATE FILE: COORD000000 | BANDERA, TEXAS | 78003 | |
| DRAWN BY: MC | PH. | 830-796-7177 | |
| SHEET 2 OF 2 | | | |

0324



- GEOTECHNICAL ENGINEERING
- CONSTRUCTION MATERIALS
- ENGINEERING & TESTING
- SOILS • ASPHALT • CONCRETE

April 21, 2020

Keystone Section Three Property Owners Association
PO Box 293502
Kerrville, Texas 78028

Attention: Robert Gentry, President

**SUBJECT: PAVEMENT INVESTIGATION LETTER REPORT
KEYSTONE SECTION 3
KERRVILLE, TEXAS
RETL Project No.: 220139**

Dear Mr Gentry,

Introduction

In accordance with our agreement, Rock Engineering & Testing Lab, Inc. (RETL) has conducted a pavement investigation for the existing Keystone Section 3 roadways. The results of this investigation are to be found in this letter report, an electronic copy being transmitted herewith.

Proposal Authorization

The work for this project was performed in accordance with RETL Proposal No. P022120A, dated February 20, 2020. The proposal was approved and signed by Robert Gentry on February 26, 2020 and returned to RETL via email. Written authorization from Mr. Gentry to prepare a letter report was received on April 16, 2020.

Purpose and Scope

The purpose of this investigation was to identify the existing asphalt and base material thicknesses and the types of subgrade materials, compare the existing pavement section to the City of Kerrville Subdivision Standards and provide an evaluation of the section to support an 80,000-pound vehicle similar to a fire apparatus.

The scope of the investigation included performing pavement cores, field sampling, documentation and classification of the base and subgrade materials, performing DCP tests, performing laboratory tests and preparation of this letter report.

This report has been prepared for the exclusive use of Keystone Section Three Property Owners Association for the specific application to the exiting Keystone Unit 3 roadways in Kerrville, Texas.

General

The investigation of the pavement conditions reported herein is considered sufficient in detail and scope to determine the engineering properties of the existing pavements and subgrade materials, and to complete an engineering evaluation of the existing pavement section.

The Geotechnical Engineer states that the findings and opinions contained herein, have been presented after being prepared in a manner consistent with the level of care and skill ordinarily exercised by reputable members of the Geotechnical Engineer's profession practicing contemporaneously under similar conditions in the locality of the project. RETL operates in accordance with "*Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction*", (ASTM D3740). No other representations are expressed or implied, and no warranty or guarantee is included or intended.

Field Exploration

The field exploration to identify the existing pavement and subgrade conditions included performing asphalt coring, measuring asphalt and base material thickness, performing DCP tests, and obtaining samples of the base and subgrade materials. During the sample recovery operations, the materials encountered were classified and recorded in accordance with "*Standard Guide for Field Logging of Subsurface Exploration of Soil and Rock*", (ASTM D5434).

Six (6) cores were performed at the locations selected by RETL and were terminated at a depth of approximately 12 to 16-inches where rock was generally encountered. Upon completion of the coring operations, the core holes were patched with asphalt mix. A Core Location Plan is attached.

Dynamic Cone Penetrometer (DCP) Tests - Dynamic Cone Penetrometer (DCP) tests were performed on the subgrade materials below the pavement materials. The Kessler Dynamic Cone Penetrometer is a device used to estimate the strength characteristics of fine-grained soils, granular construction material, and weak stabilized or modified material. The device is driven into the soil by dropping a sliding 17.6-pound hammer from a height of 22.6-inches.

The depth of cone penetration is measured at selected penetration or hammer drop intervals and the soil shear strength is reported in terms of DCP index. The DCP index is based on the average penetration depth resulting from one blow of the 17.6-pound hammer.

The California Bearing Ratio (CBR) can be estimated using the DCP index. The penetration per blow, or penetration rate (PR), is then used to estimate the in-situ CBR, or shear strength, using the appropriate correlation depending on the soil type. The following correlations were provided by the DCP manufacturer, Kessler Soils Engineering Products, Inc., and have been recommended by the US Army Corps of Engineers:

1. CBR= 292 / PR ^{1.12} (All soils except those listed in #2 and #3)
2. CBR= 1 / (0.017019*PR) ² (CL soils w/ CBR less than 10)
3. CBR= 1 / (0.002871*PR) (CH Soils)

PR= DCP Penetration Rate, mm per blow

It should be noted that a field DCP measurement results in a field, or in-situ, CBR and will not normally correlate with the laboratory, or soaked, CBR of the same material. The test is thus intended to evaluate the in-situ strength of a material under existing field conditions compared to controlled conditions in a lab.

Pavement Conditions

The types of pavement and subgrade materials encountered at the core locations have been visually classified and are described in detail on the Core Logs. Representative samples of the base and subgrade materials were placed in polyethylene bags and are now stored in the laboratory for further analysis, if desired. Unless notified to the contrary, all samples will be disposed of three months after issuance of this report.

The summary of the materials, as shown on the Core Logs represent the conditions at the actual coring locations. Variations may occur between or beyond the coring locations. It should be noted that, whereas the coring was performed by experienced personnel, it is sometimes difficult to record changes in materials within narrow limits.

Pavement Investigation Findings

The results of the pavement coring are provided in the following table:

| PAVEMENT CORING RESULTS | | | |
|--------------------------------|---------------------------------|---------------------------------|--|
| Core No. | HMAC Thickness (in.) | Base Thickness (in.) | Subgrade Classification |
| C-1 | 1.75 | 8 | Silty Clayey Sand (SC-SM) CBR= 15+ to Refusal |
| C-2 | 3 | 3 | Sandy Silt (ML) CRR= 15+ to Refusal |
| C-3 | 2 | 3 | Sandy Silty Clay (CL-ML) CBR= Refusal |
| C-4 | 2.25 | 3 | Silty Clayey Sand (SC-SM) CBR= 30+ to Refusal |
| C-5 | 2 | 3 | Silty Clayey Sand (SC-SM) CBR= Refusal |
| C-6 | 2.5 | 5 | Silty Clayey Sand (SC-SM) CBR= 20+ to Refusal |

Evaluation of Existing Pavements

The HMAC ranged from 1.75 to 3-inches in thickness with an average thickness of 2.25-inches. The base section was 3 to 8-inches in thickness with an average thickness of 4-inches. Limestone rock was generally encountered at 12 to 16-inches. The subgrade materials below the base and above the limestone rock were very similar to the base materials. It is possible that the base materials and subgrade materials above the rock were on-site processed weathered and/or competent limestone materials. Visual inspection of the approximately 9-year old pavements showed relatively no distress.

The City of Kerrville (COK) Subdivision Ordinance (2008) requires a minimum of 1.5 inches of HMAC, 8-inches of flexible base and 6-inches of compacted stabilized subgrade for a road servicing more than 20 subdivision lots. **Considering the thickness of the existing HMAC and base sections, the low plasticity and high bearing characteristics of the materials below the base, and the presence of shallow competent limestone rock, the existing pavements have a structural capacity equivalent to the required COK section.**

RETL has also evaluated the existing pavement section for loading conditions as described in Section 503.2.3 and Appendix D, Section D102, Part D102.1 of the 2015 International Fire Code, which states that facilities shall be "accessible to fire apparatus by way of an approved fire apparatus access road with an approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 80,000 pounds". RETL has determined that the existing pavement section will satisfy the above-described 80,000-pound loading requirement, even under saturated conditions.

Closing

We appreciate the opportunity to provide our geotechnical engineering services. If there are any questions, please contact our office.

Sincerely,



Kyle D. Hammock, P.E.
Vice President - San Antonio

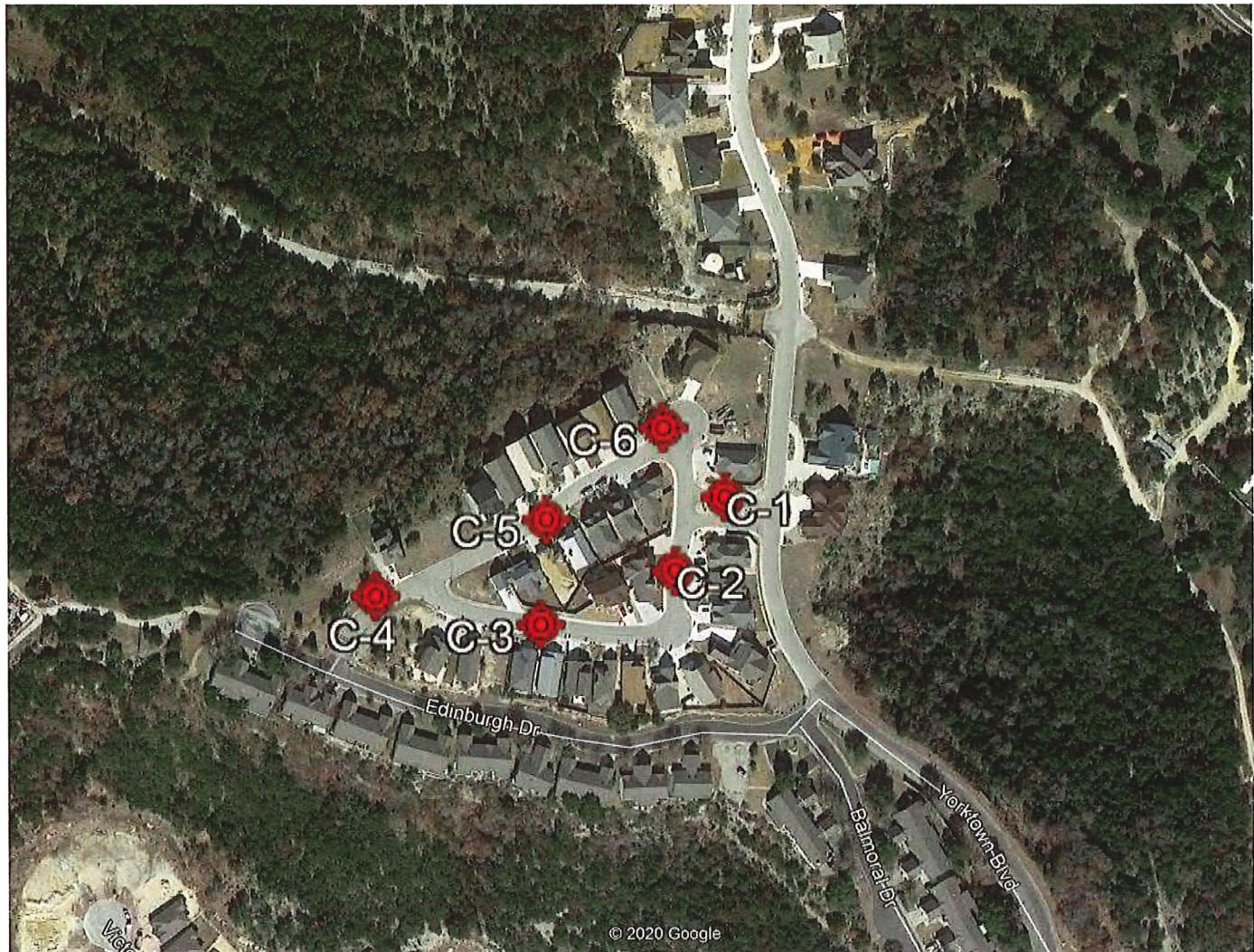
KDH/dr



Attachments: Core Location Plan
Cores C-1 to C-6 Logs
DCP Results
Key to Soil Classifications

CORE LOCATION PLAN

NO SCALE
CORE LOCATIONS ARE APPROXIMATE



April 21, 2020
Keystone Section 3 POA
RETL Project No.: 220139

PAVEMENT INVESTIGATION
Keystone Section 3
Kerrville, Texas



ROCK ENGINEERING AND TESTING LABORATORY, INC.
10856 VANDALE STREET
SAN ANTONIO, TEXAS 78216
(210) 495-8000

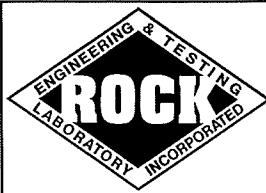
LOG OF BORING C-1

SHEET 1 of 1

|  <p>Rock Engineering & Testing Lab, Inc. 10856 Vandale Street San Antonio, Texas 78216 Telephone: (210) 495-8000 Fax: (210) 495-8015</p> | | | | | | | | | | <p>CLIENT: Keystone Section 3 Property Owners Assoc. PROJECT: Keystone Section 3 Subdivision LOCATION: Kerrville, Texas NUMBER: 220139</p> <p>DATE(S) DRILLED: 03/03/2020</p> | | | |
|---|------------|---------------|---------|---|----------------------|------------------|-----------------------------|------------------|----------------------------|---|---|--|--|
| FIELD DATA | | | | LABORATORY DATA | | | | | | DRILLING METHOD(S): Pavement Coring / Hand Auger | | | |
| SOIL SYMBOL | DEPTH (FT) | SAMPLE NUMBER | SAMPLES | N: BLOW/SFT P: TONS/SQ FT T: TONS/SQ FT Qc: TONS/SQ FT | MOISTURE CONTENT (%) | ATTERBERG LIMITS | | | DRY DENSITY POUNDS/CUFT | COMPRESSIVE STRENGTH (TONS/SCF) | MINUS NO. 200 SIEVE (%) | GROUNDWATER INFORMATION: Groundwater was not encountered during coring, nor measured upon the completion of the core. | |
| | | | | | | LIQUID LIMIT | PLASTIC LIMIT | PLASTICITY INDEX | | | | SURFACE ELEVATION: N/A | |
| LL | PL | PI | | | | | <u>ASPAHLT= 1.75-INCHES</u> | | | | | | |
| 1 | CORE S-1 | | | | | | | | | | | | |
| | CORE S-2 | | 8 | | | | | | | | <u>SILTY CLAYEY SAND WITH GRAVEL BASE= 8-INCHES,</u> pale brown, dry. | | |
| | AUGER S-3 | | 11 | 22 | 16 | 6 | | | 44 | | <u>SILTY CLAYEY SAND</u> , with gravel, brown, slightly moist. (SC-SM) | | |
| | | | | | | | | | | Core terminated at a depth of 16-inches. | | | |
| <p>N - STANDARD PENETRATION TEST RESISTANCE Qc - STATIC CONE PENETROMETER TEST INDEX P - POCKET PENETROMETER RESISTANCE</p> | | | | | | | | | | <p>REMARKS: Core location determined by RETL. Coring operations performed by RETL. GPS Coordinates: N 30.06498°, W -99.13435°</p> | | | |

LOG OF BORING C-2

SHEET 1 of 1

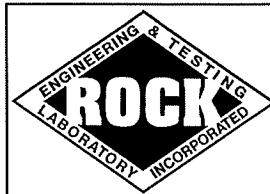


Rock Engineering & Testing Lab, Inc.
10856 Vandale Street
San Antonio, Texas 78216
Telephone: (210) 495-8000
Fax: (210) 495-8015

CLIENT: Keystone Section 3 Property Owners Assoc.
PROJECT: Keystone Section 3 Subdivision
LOCATION: Kerrville, Texas
NUMBER: 220139
DATE(S) DRILLED: 03/03/2020

LOG OF BORING C-3

SHEET 1 of 1



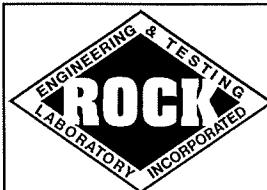
Rock Engineering & Testing Lab, Inc.
10856 Vandale Street
San Antonio, Texas 78216
Telephone: (210) 495-8000
Fax: (210) 495-8015

CLIENT: Keystone Section 3 Property Owners Assoc.
PROJECT: Keystone Section 3 Subdivision
LOCATION: Kerrville, Texas
NUMBER: 220139
DATE(S) DRILLED: 03/03/2020

| FIELD DATA | | | LABORATORY DATA | | | | | | |
|--|------------|---------------|-----------------|---|--------------------|---------------------|------------------------|---|--|
| SOIL SYMBOL | DEPTH (FT) | SAMPLE NUMBER | SAMPLES | N: BLOWS/FT P: TONS/SQ FT T: TONS/SQ FT Qc: TONS/SQ FT | ATTERBERG LIMITS | | | DRILLING METHOD(S): Pavement Coring / Hand Auger | |
| | | | | | LIQUID LIMIT LL | PLASTIC LIMIT PL | PLASTICITY INDEX PI | | |
| | | | | | | | | | |
| | | CORE S-1 | | | | | | | |
| | | CORE S-2 | | 10 | | | | | |
| | | AUGER S-3 | | 10 | 21 | 16 | 5 | | |
| | | | | | | | | 53 | |
| | | | | | | | | | Core terminated at a depth of 12-inches. |
| N - STANDARD PENETRATION TEST RESISTANCE Qc - STATIC CONE PENETROMETER TEST INDEX P - POCKET PENETROMETER RESISTANCE | | | | | | | | | |
| REMARKS: Core location determined by RETL. Coring operations performed by RETL. GPS Coordinates: N 30.06441°, W -99.13531° | | | | | | | | | |

LOG OF BORING C-4

SHEET 1 of 1



Rock Engineering & Testing Lab, Inc.
10856 Vandale Street
San Antonio, Texas 78216
Telephone: (210) 495-8000
Fax: (210) 495-8015

CLIENT: Keystone Section 3 Property Owners Assoc.

PROJECT: Keystone Section 3 Subdivision

LOCATION: Kerrville, Texas

NUMBER: 220139

DATE(S) DRILLED: 03/03/2020

DRILLING METHOD(S):

Pavement Coring / Hand Auger

GROUNDWATER INFORMATION:

Groundwater was not encountered during coring, nor measured upon the completion of the core.

SURFACE ELEVATION: N/A

DESCRIPTION OF STRATUM

ASPAHLT= 2.25-INCHES

SILTY CLAYEY SAND WITH GRAVEL BASE= 3-INCHES,
brown, slightly moist. (SC-SM)

SILTY CLAYEY SAND, with gravel, pale brown, slightly moist.

Core terminated at a depth of 12-inches.

N - STANDARD PENETRATION TEST RESISTANCE
Qc - STATIC CONE PENETROMETER TEST INDEX
P - POCKET PENETROMETER RESISTANCE

REMARKS:

Core location determined by RETL. Coring operations performed by RETL.
GPS Coordinates: N 30.06454°, W 99.13617°

LOG OF BORING C-5

SHEET 1 of 1



Rock Engineering & Testing Lab, Inc.
10856 Vandale Street
San Antonio, Texas 78216
Telephone: (210) 495-8000
Fax: (210) 495-8015

CLIENT: Keystone Section 3 Property Owners Assoc.

PROJECT: Keystone Section 3 Subdivision

LOCATION: Kerrville, Texas

NUMBER: 220139

DATE(S) DRILLED: 03/03/2020

DRILLING METHOD(S):
Pavement Coring / Hand Auger

GROUNDWATER INFORMATION:

Groundwater was not encountered during coring, nor measured upon the completion of the core.

SURFACE ELEVATION: N/A

DESCRIPTION OF STRATUM

ASPAHLT= 2-INCHES
SILTY CLAYEY SAND WITH GRAVEL BASE= 3-INCHES,
pale brown, dry

SILTY CLAYEY SAND, with gravel, pale brown, dry. (SC-SM)

Core terminated at a depth of 12-inches.

LOG OF BORING 220139 LOGS.GPJ ROCK ETL.GDT 3/23/20

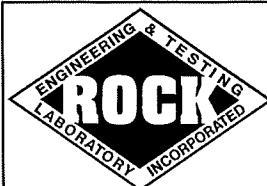
N - STANDARD PENETRATION TEST RESISTANCE
Qc - STATIC CONE PENETROMETER TEST INDEX
P - POCKET PENETROMETER RESISTANCE

REMARKS:

Core location determined by RETL. Coring operations performed by RETL.
GPS Coordinates: N 30.06488°, W -99.13528°

LOG OF BORING C-6

SHEET 1 of 1



Rock Engineering & Testing Lab, Inc.
10856 Vandale Street
San Antonio, Texas 78216
Telephone: (210) 495-8000
Fax: (210) 495-8015

CLIENT: Keystone Section 3 Property Owners Assoc.

PROJECT: Keystone Section 3 Subdivision

LOCATION: Kerrville, Texas

NUMBER: 220139

DATE(S) DRILLED: 03/03/2020

DRILLING METHOD(S):

Pavement Coring / Hand Auger

GROUNDWATER INFORMATION:

Groundwater was not encountered during coring, nor measured upon the completion of the core.

SURFACE ELEVATION: N/A

DESCRIPTION OF STRATUM

ASPAHLT= 2.5-INCHES

SILTY CLAYEY SAND WITH GRAVEL BASE= 5-INCHES,
pale brown, dry. (SC-SM)

SILTY CLAYEY SAND, with gravel, pale brown, dry.

Core terminated at a depth of 13.5-inches.

| FIELD DATA | | | | | | | | | | LABORATORY DATA | | | | | | | | | |
|--|------------|---------------|---------|---|----------------------|------------------|----|----|-----------------------|-----------------------------------|-------------------------|--|--|--|--|--|--|--|--|
| SOIL SYMBOL | DEPTH (FT) | SAMPLE NUMBER | SAMPLES | N: BLOW/SFT P: TONS/SQ FT T: TONS/SQ FT Qc: TONS/SQ FT | MOISTURE CONTENT (%) | ATTERBERG LIMITS | | | DRY DENSITY POUNDS/CF | COMPRESSIVE STRENGTH (TONS/SQ FT) | MINUS NO. 200 SIEVE (%) | | | | | | | | |
| | | | | | | LL | PL | PI | | | | | | | | | | | |
| 1 | 1 | CORE S-1 | | | | | | | | | | | | | | | | | |
| | | CORE S-2 | | | 9 | 21 | 15 | 6 | | | 37 | | | | | | | | |
| | | AUGER S-3 | | | 7 | | | | | | | | | | | | | | |
| N - STANDARD PENETRATION TEST RESISTANCE Qc - STATIC CONE PENETROMETER TEST INDEX P - POCKET PENETROMETER RESISTANCE | | | | | | | | | | | | | | | | | | | |
| REMARKS: Core location determined by RETL. Coring operations performed by RETL. GPS Coordinates: N 30.06529°, W -99.13467° | | | | | | | | | | | | | | | | | | | |

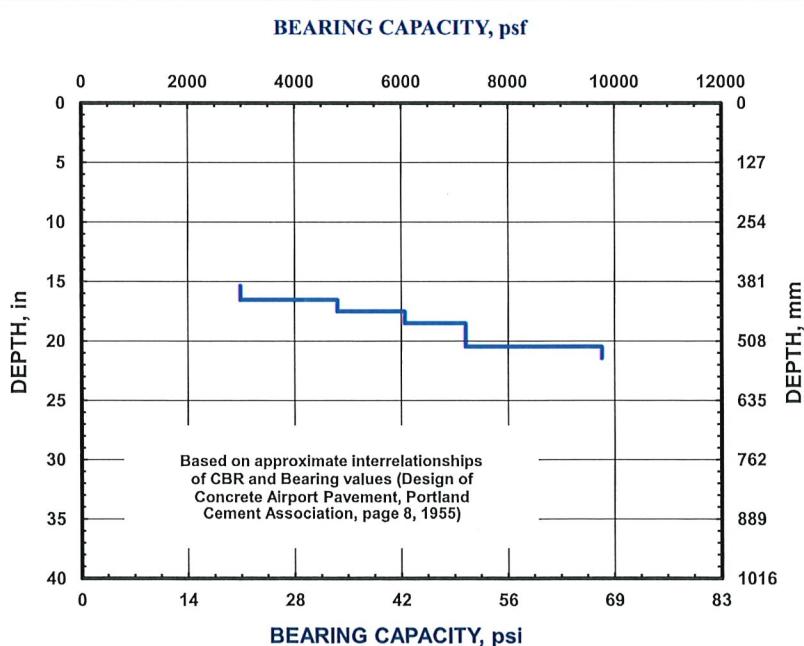
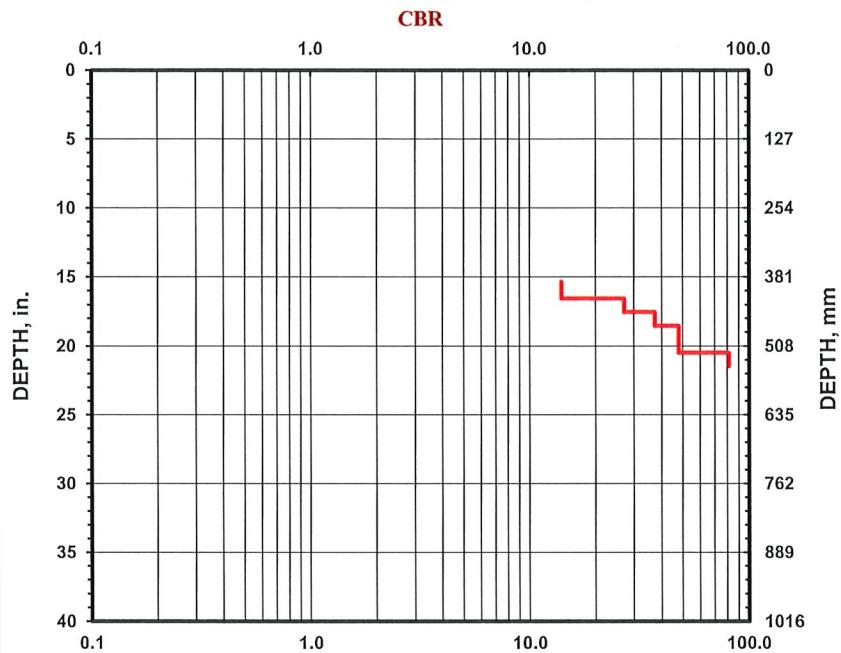
DCP TEST DATA

Project: 220139
Location: C-1

Date: 3-Mar-20
Soil Type(s): SC-SM

- Hammer
 - 10.1 lbs.
 - 17.6 lbs.
 - Both hammers used

Soil Type
 CH
 CL
 All other soils



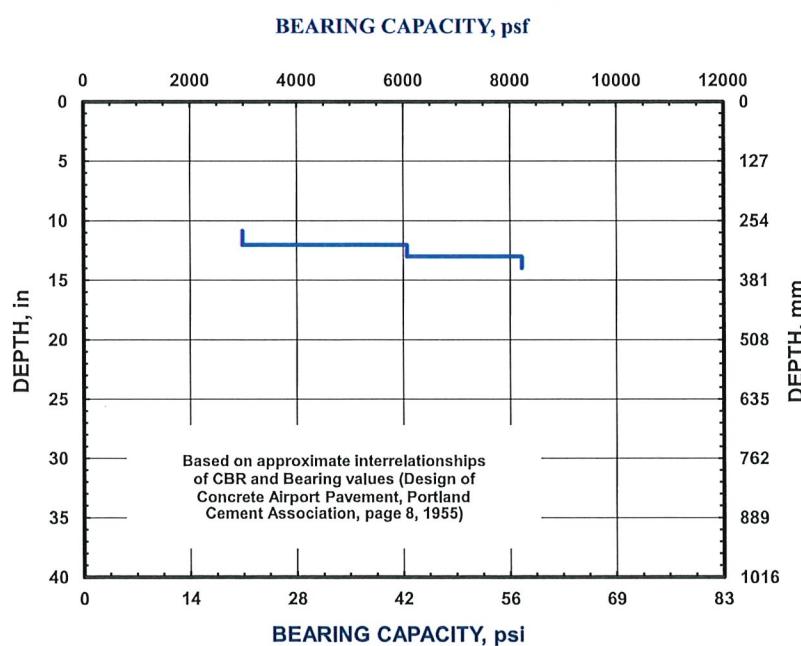
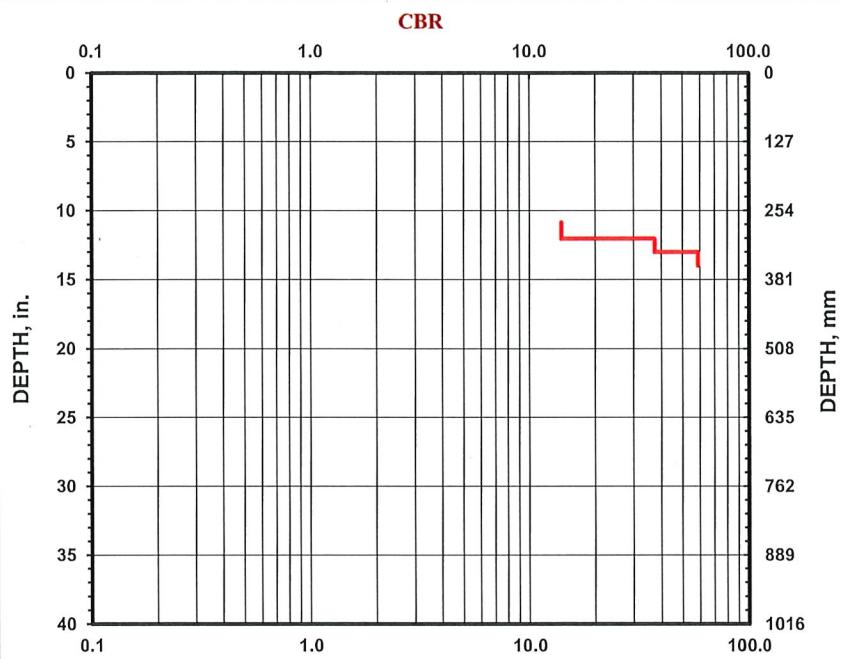
DCP TEST DATA

Project: 220139
Location: C-2

Date: 3-Mar-20
Soil Type(s): ML

Hammer
○ 10.1 lbs.
◉ 17.6 lbs.
○ Both hammers used

Soil Type
 CH
 CL
 All other soils



DCP TEST DATA

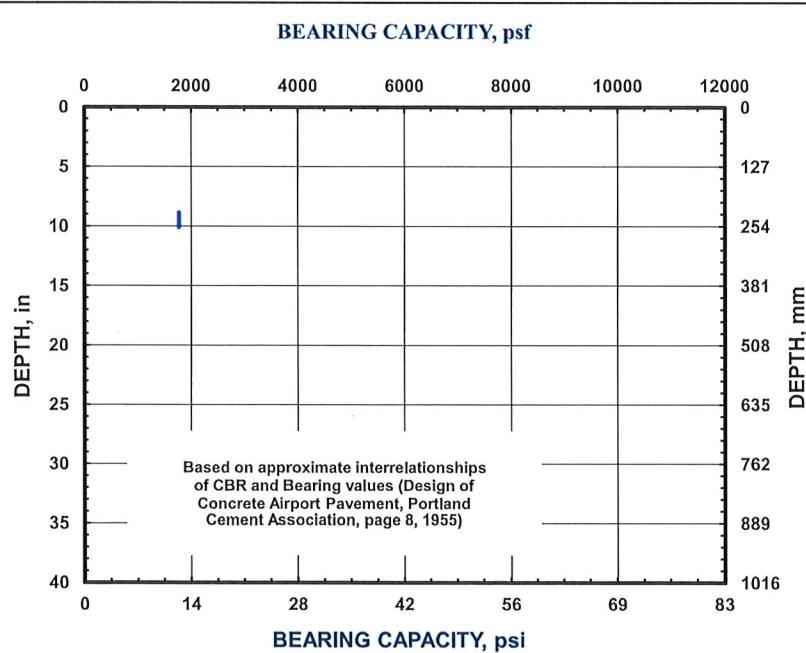
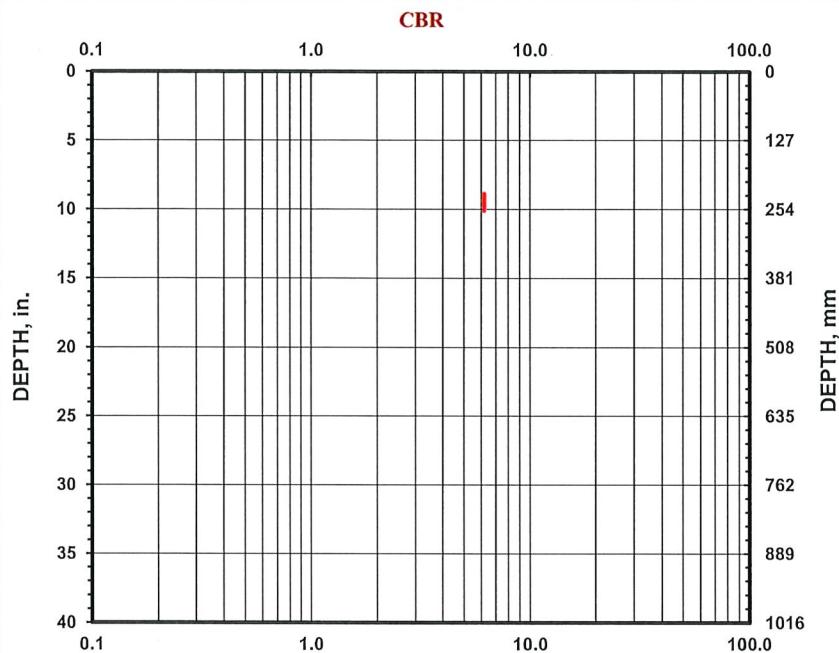
Project: 220139
Location: C-3

Date: 3-Mar-20
Soil Type(s): CL-ML

Hammer

- 10.1 lbs.
- 17.6 lbs.
- Both hammers used

Soil Type
 CH
 CL
 All other soils



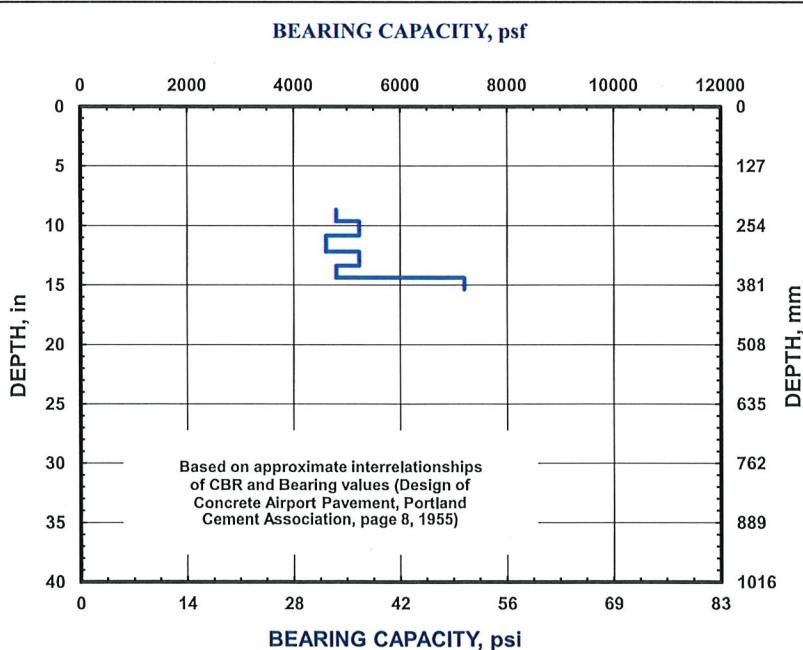
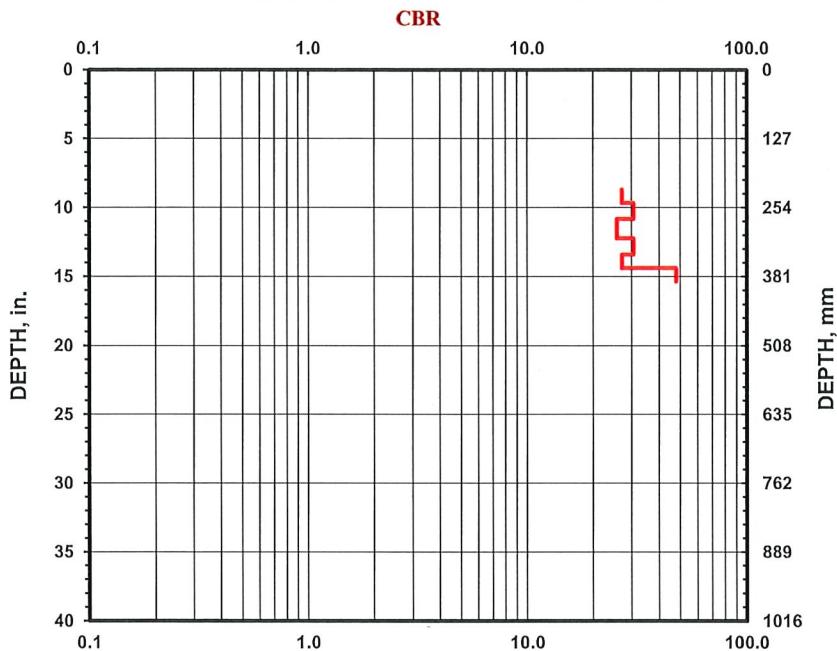
DCP TEST DATA

Project: 220139
Location: C-4

Date: 3-Mar-20
Soil Type(s): SC-SM

- Hammer
- 10.1 lbs.
- 17.6 lbs.
- Both hammers used

Soil Type
 CH
 CL
 All other soils



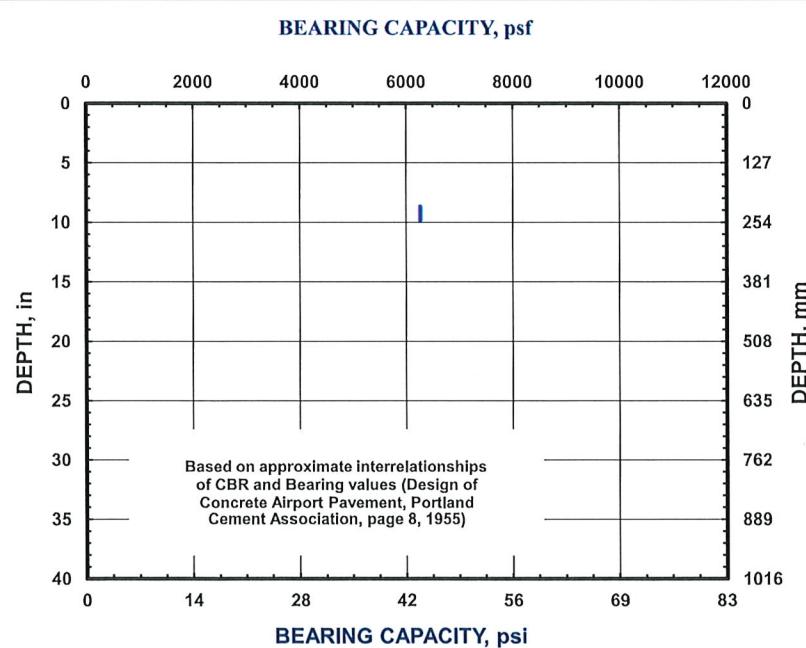
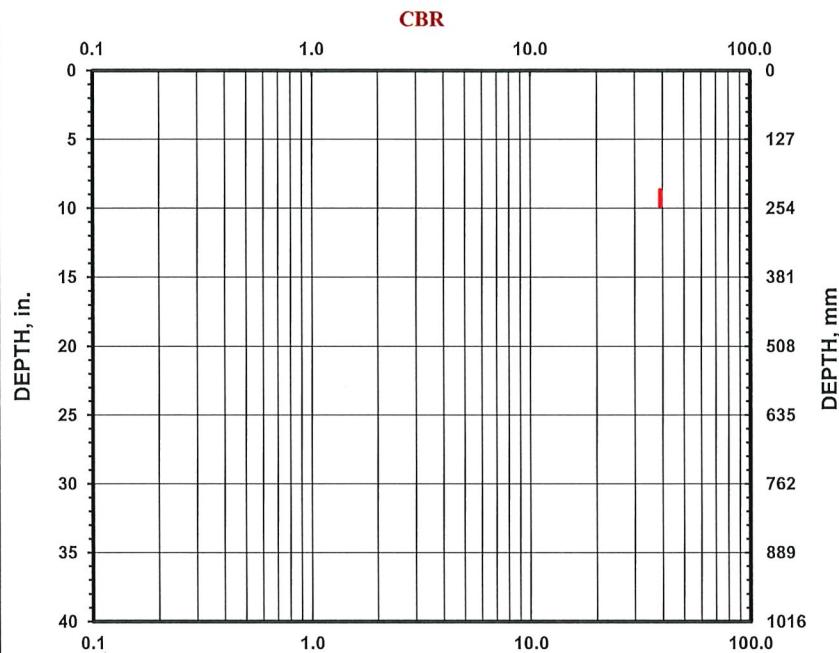
DCP TEST DATA

Project: 220139
Location: C-5

Date: 3-Mar-20
Soil Type(s): SC-SM

- Hammer
- 10.1 lbs.
- 17.6 lbs.
- Both hammers used

Soil Type
 CH
 CL
 All other soils



DCP TEST DATA

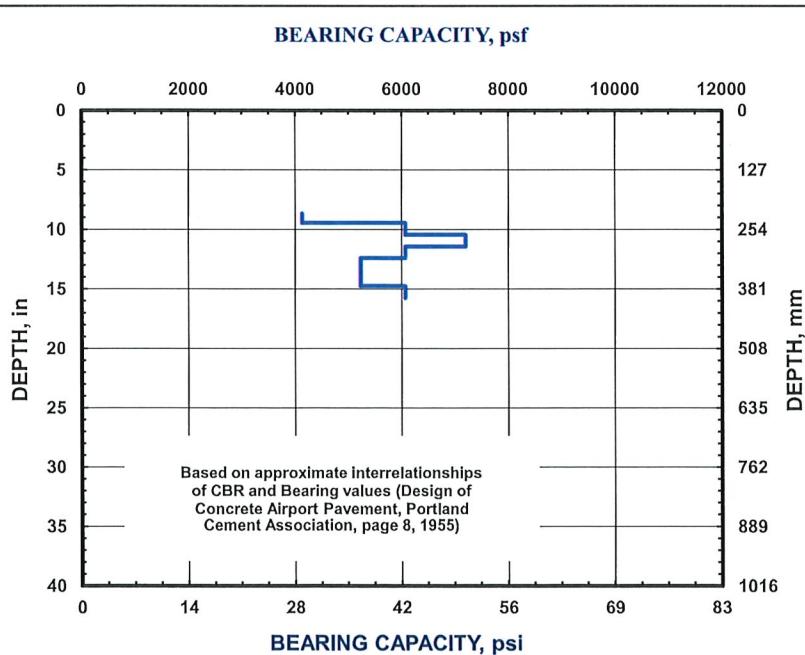
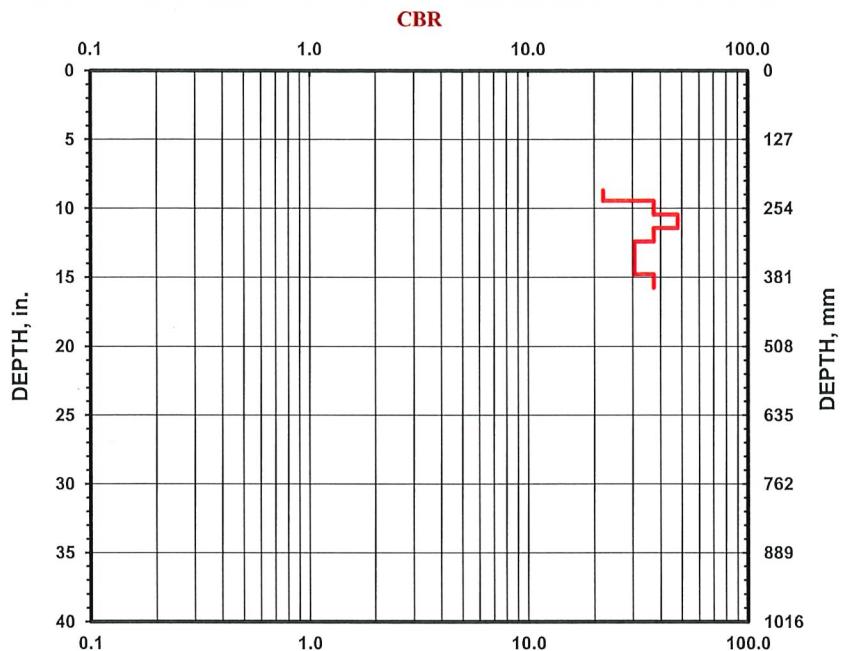
Project: 220139
Location: C-6

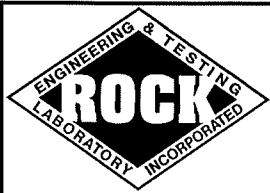
Date: 3-Mar-20
Soil Type(s): SC-SM

Hammer

- 10.1 lbs.
- 17.6 lbs.
- Both hammers used

Soil Type
 CH
 CL
 All other soils





Engineering & Testing
Laboratory, Inc.

Rock Engineering & Testing Laboratory
10856 Vandale
San Antonio, TX 78216
Telephone: 210-495-8000
Fax: 210-495-8015

KEY TO SOIL CLASSIFICATION AND SYMBOLS

| UNIFIED SOIL CLASSIFICATION SYSTEM | | | TERMS CHARACTERIZING SOIL STRUCTURE | |
|------------------------------------|---------------------------|------|---|--|
| MAJOR DIVISIONS | SYMBOL | NAME | | |
| COARSE GRAINED SOILS | GRAVEL AND GRAVELLY SOILS | GW | SLICKENSIDED - having inclined planes of weakness that are slick and glossy in appearance | |
| | | GP | FISSURED - containing shrinkage cracks, frequently filled with fine sand or silt; usually more or less vertical | |
| | | GM | LAMINATED (VARVED) - composed of thin layers of varying color and texture, usually grading from sand or silt at the bottom to clay at the top | |
| | | GC | CRUMBLY - cohesive soils which break into small blocks or crumbs on drying | |
| | SAND AND SANDY SOILS | SW | CALCAREOUS - containing appreciable quantities of calcium carbonate, generally nodular | |
| | | SP | WELL GRADED - having wide range in grain sizes and substantial amounts of all intermediate particle sizes | |
| | | SM | POORLY GRADED - predominantly of one grain size uniformly graded) or having a range of sizes with some intermediate size missing (gap or skip graded) | |
| | | SC | | |
| FINE GRAINED SOILS | SILTS AND CLAYS LL < 50 | ML | SYMBOLS FOR TEST DATA | |
| | | CL | ▽ — Groundwater Level (Initial Reading) | |
| | | OL | ▼ — Groundwater Level (Final Reading) | |
| | SILTS AND CLAYS LL > 50 | MH | ■ — Shelby Tube Sample | |
| | | CH | ☒ — SPT Samples | |
| | | CH | — Auger Sample | |
| | | OH | □ — Rock Core | |
| HIGHLY ORGANIC SOILS | PT | | | |

TERMS DESCRIBING CONSISTENCY OF SOIL

| COARSE GRAINED SOILS | | FINE GRAINED SOILS | | |
|----------------------|--|--------------------|--|---|
| DESCRIPTIVE TERM | NO. BLOWS/FT. STANDARD PEN. TEST | DESCRIPTIVE TERM | NO. BLOWS/FT. STANDARD PEN. TEST | UNCONFINED COMPRESSION TONS PER SQ. FT. |
| Very Loose | 0 - 4 | Very Soft | < 2 | < 0.25 |
| Loose | 4 - 10 | Soft | 2 - 4 | 0.25 - 0.50 |
| Medium | 10 - 30 | Firm | 4 - 8 | 0.50 - 1.00 |
| Dense | 30 - 50 | Stiff | 8 - 15 | 1.00 - 2.00 |
| Very Dense | over 50 | Very Stiff | 15 - 30 | 2.00 - 4.00 |
| | | Hard | over 30 | over 4.00 |

Field Classification for "Consistency" is determined with a 0.25" diameter penetrometer



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

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

AGENDA DATE OF: March 9, 2021 **DATE SUBMITTED:** Mar 02, 2021

SUBMITTED BY: Stuart Barron

EXHIBITS: [20210309_Bids_Loop 534 Ellenburger Well_Received Bids.pdf](#)
[20210309_Letter_Hewitt Engineering_Recommendation Letter_J&K Utility Services.pdf](#)

| Expenditure Required: | Remaining Budget Balance in Account: | Amount Budgeted: | Account Number: |
|------------------------------|---|-------------------------|-----------------------------------|
| \$590,918.00 | \$788,239.00 | \$1,250,000.00 | 71-7100-5500, Project 71-20001 |

PAYMENT TO BE MADE TO: J&K Utility Services, LLC

| | |
|-----------------------------|--|
| Kerrville 2050 Item? | Yes |
| Key Priority Area | W - Water / Waste-Water / Drainage |
| Guiding Principle | W1. Develop and maintain long-range water plans that prioritize infrastructure needs and identify funding sources. |
| Action Item | W1.5 - Examine the option of piping water in from well fields |

SUMMARY STATEMENT:

In March 2020, the City of Kerrville entered into an Interlocal Agreement with Headwaters Groundwater Conservation District (HGCD) to partner in an exploratory groundwater well into the Ellenburger Aquifer. As defined in the agreement, HGCD was responsible for oversight of the design, construction, and testing of the exploratory well. HGCD and its contractor completed the exploratory well construction after approximately 1,500 feet of exploratory drilling to the bottom of water bearing formation. Pump tests were performed by HGCD as part of the agreement and found the well to produce more than 700 gallons per minute. The City reimbursed HGCD their cost of drilling and took ownership of the well.

The City hired Hewitt Engineering to design the completion of the well and site improvements to connect to the City's water system. Construction bid documents were completed and the project was placed for advertisement. The bid opening was held online on March 2, 2021 and two complete bids were received by qualified applicants with J&K Utility Services, LLC as the apparent low bid. Staff, along with Hewitt Engineering, Inc., evaluated the contractor and recommend awarding the base bid contract amount of \$590,918.00 to J&K Utility Services, LLC. A draft construction contract for the well, which will be constructed under the standard public infrastructure specifications adopted by the City, will be available for viewing in the City Secretaries Office. A contract will be finalized upon Council's direction regarding the bids at the March 9th City Council meeting.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute a construction contract with J&K Utility Services.

APPARENT LOW BIDDERS

Loop 534 Ellenburger Well Improvements

| Bid Summary | |
|--------------------|--------------|
| Engineers Estimate | No Estimate |
| Total Bids | 2 |
| AMLT \$ | \$47,082.00 |
| AMLT % | 7.97% |
| Average Bid | \$614,459.00 |

| | Bidder | BASE BID |
|---|---|-----------------|
| 1 | J & K Utility Services, LLC <i>Submitted: 3/02/2021 1:42:17 PM</i> | \$590,918.00 |
| 2 | TTE, LLC <i>Submitted: 3/02/2021 2:27:26 PM</i> | \$638,000.00 |

Bids opened at: 3/02/2021 3:08:29 PM



Hewitt Engineering, Inc.

Consulting Engineering Services

March 3, 2021

Mr. Kyle Burow, P.E., CFM
Director of Engineering
City of Kerrville
701 Main Street
Kerrville, TX 78028

**Re: Loop 534 Ellenburger Well Improvements Project PW No. 19-021
Bid Tabulation**

Dear Kyle,

Sealed bids were received at 3:00 p.m. on March 2, 2021 for the City of Kerrville Loop 534 Ellenburger Well Improvements project. Two bids were received for the project. The low bid for the project was submitted by J&K Utility Services, LLC for \$590,918.00. The engineer's estimate for this project was \$525,000.00

The scope of work for the project includes site work including clearing and grading the site, drainage, asphalt paving, sidewalks, fencing and gates, site utilities including 8-inch PVC water line and connection to the existing water line, construction of the pump building and chlorination building including foundations, structures and all piping and appurtenances in the buildings, installing the submersible well pump and motor, cable and all associated equipment, and installing all electrical service and components.

J&K Utilities has successfully completed the following projects for the City of Kerrville as a prime contractor or subcontractor:

- The Heights Booster Station
- Yorktown Boulevard Booster Station
- Broadway Lift Station rehab
- Methodist Encampment Water Well
- Thompson Lane Lift Station (The Landing)
- Kerrville High Service Booster Pump Addition

Based on a review and tabulation of the proposals and previous performance by J&K Utility Services, LLC on City projects, I recommend award of the contract to J&K Utility Services, LLC on the basis of their lowest qualified bid of \$590,918.00.

Please feel free to call me at 830-315-8800 or by email at jmhewitt@hewitt-inc.com if you have any questions or require additional information.

HEWITT ENGINEERING INC.
Texas Registered Engineering Firm F-10739

John M. Hewitt, P.E., CFM



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

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

AGENDA DATE OF: March 9, 2021 **DATE SUBMITTED:** Feb 12, 2021

SUBMITTED BY: Stuart Barron

EXHIBITS: [20210309_Contract_FNI_Knapp Lift Station Force Main and Sewer Scope of Services.pdf](#)

| Expenditure Required: | Remaining Budget Balance in Account: | Amount Budgeted: | Account Number: |
|------------------------------|---|-------------------------|------------------------|
| \$518,317.00 | \$3,700,000.00 | \$3,700,000.00 | 71-20008 |

PAYMENT TO BE MADE TO: Freese and Nichols, Inc.

| | |
|-----------------------------|--|
| Kerrville 2050 Item? | Yes |
| Key Priority Area | W - Water / Waste-Water / Drainage |
| Guiding Principle | W5. Update and maintain the City's long-range plan for wastewater management, addressing and prioritizing infrastructure needs and identifying funding sources |
| Action Item | W5.2 - Enhance KLS basin capacity and improve service reliability |

SUMMARY STATEMENT:

In 2019, the City explored funding options and was approved for funding assistance with the Texas Water Development Board (TWDB) debt-financing program for the Legion Lift Station project. Per the agreement with TWDB, the City was not required to use the full amount of the loan for the Legion Lift Station project should there be savings on that project after completion. In February 2019, the City contracted with Keystone Construction to construct the Legion lift station and force main to replace the old lift station near the Loop 534 and Highway 27 intersection. The project has now been fully completed and the closeout of the project has been authorized by the TWDB. The balance of the funding for this project, which was primarily funded via a loan program with the Texas Water Development Board (TWDB), is intended to be reallocated to other identified wastewater collection system capital projects.

The City evaluated options to provide additional wastewater service to the western limits of Kerrville identified as Strategic Catalyst Area #4 in the recently adopted Kerrville Comprehensive Plan. Strategic Catalyst Area #4 includes the Village West Industrial Park located partially within Kerrville city limits and the Yogi Bear RV Park expansion located entirely within the Kerrville city limits. The proposed development expansions are located in the Knapp Basin and ultimately are conveyed to the Legion Lift Station before being diverted to the City's Wastewater Treatment Plant. In addition to the Legion Lift Station expansion, this projected flow from Strategic Catalyst Area #4 will also require upgrades to the existing Knapp Lift Station as well as upsizing of the downstream Knapp Force Main and downstream interceptors leaving Knapp Lift Station.

Staff met with Freese & Nichols, Inc. to discuss the scope of the initial improvements for the Knapp lift station to include the design of the force main and the gravity line. The force main will be constructed only if bids are ultimately received within the available budget.

In January 2021, City Council reviewed and authorized staff to move forward with requesting the unused TWDB Legion lift station funds to be utilized for the design and construction effort to upgrade the interceptor between the Knapp lift station force main and Jefferson lift station. Staff submitted the Request for Unused Funds to the TWDB in January and has received preliminary approval. This engineering contract will not be executed without complete approval from TWDB for the use of those funds.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute the Professional Services Agreement.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF KERRVILLE
AND FREESE AND NICHOLS, INC.**

ENGINEERING SCOPE OF SERVICES

PROJECT DESCRIPTION: The objective of this project is to perform design, bid and construction phase services for the City of Kerrville's Knapp Force Main and Gravity Main project (Project). The Project includes installation of approximately 2,500 linear feet (LF) of 12-inch force main downstream of the Knapp Lift Station and approximately 8,000 LF of 15-inch and 18-inch gravity main between the upsized Knapp Lift Station force main and the Jefferson Lift Station. The project also includes piping improvements at the Knapp Lift Station.

SUBCONSULTANTS:

- A. Surveyor – Cuplin & Associates Land Surveyors & Planners, Inc
- B. Subsurface Utility Exploration – Rios Group (as needed)
- C. Geotechnical Drilling, Testing and Engineering – Rock Engineering and Testing Laboratory, Inc

PROJECT SCOPE/ASSUMPTIONS:

- A. Force Main Design
 - 1. The force main alignment determined by the alignment analysis will be maximum 2,500LF.
 - 2. The force main will tie into the gravity main on Lois St.
- B. Gravity Main Design
 - 1. The gravity main alignment determined by the alignment analysis will be maximum 8,000 LF.
 - 2. The gravity main will terminate at the Jefferson Lift Station.
- C. General
 - 1. Project will be bid and constructed as a single bid package with different bidding alternates. Portions of the project may be designed as a separate bid package, dependent on anticipated construction costs. Bid and construction phase services for two or more separate projects will be performed as an additional service.
 - 2. Project will utilize EJCDC standard contract documents and FNI's standard specifications.
 - 3. Easement acquisition services shall be an additional service.
 - 4. Preparation of metes and bounds descriptions for pipeline easements in excess five (5) will be an additional service.
 - 5. Storm Water Pollution Prevention Plan(s) will be provided by the Contractor.
 - 6. Traffic Control Plan(s) will be provided by the Contractor. If needed for permitting purposes they will be provided as supplemental service as described at the end of this scope.
 - 7. Required "By-Pass" pumping plan(s) will be provided by the Contractor.
 - 8. City will provide construction materials testing within a separate contract.
 - 9. City will provide any required "Special Inspections" required by the International Building Code.

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

A. PROJECT MANAGEMENT

- 1. Prepare subconsultant agreements:
 - a) Cuplin & Associates Land Surveyors & Planners, Inc
 - b) Rios Group
 - c) Rock Engineering and Testing Laboratory, Inc

2. Conduct Internal Kickoff Meeting: Purpose of this meeting is to orient the team members to the work, review project scope, schedule, and budget, and make initial task assignments.
3. Conduct Project Kickoff Meeting with City Staff: Purpose of this meeting is to introduce the FNI project team to City staff, establish project communications protocols, confirm project goals and objectives, review scope, schedule and budget, and coordinate initial project tasks.
 - a) FNI will prepare and distribute a kickoff meeting agenda prior to the meeting.
 - b) FNI will schedule and attend the kickoff meeting in Kerrville.
 - c) FNI will prepare and distribute meeting minutes within one week following the project kickoff meeting.
4. Monthly invoicing: FNI will prepare and submit monthly invoices to City for payment.
5. 1-Page Monthly Reports: FNI will prepare and submit monthly status reports to the City with FNI's monthly invoice. Monthly status reports will comprise a one page summary of the progress to date on the project, work completed during the prior month, work anticipated to be completed during the upcoming month, and discussion of any scope, schedule, or budget issues that may need to be resolved.
6. Quality Assurance/Quality Control: FNI will develop and implement a QA/QC plan for the work. Elements of the QA/QC plan will include the following:
 - a) FNI will develop a Quality Control Plan that will identify scheduled reviews of project deliverables, and individuals responsible for review.
 - b) FNI will implement the quality control plan developed in the prior task, then monitor and document implementation of the QC plan through project completion. Implementation will include:
 - a) Internal checks of deliverables prior to delivery to City.
 - b) Checks of subconsultant prepared materials prior to delivery to City.
7. Quality Assurance:
 - a) Quality Assurance Reviews. Senior FNI staff will meet with project staff and verify that FNI quality control guidelines and the project-specific quality control plans are being implemented. We anticipate two Quality assurance reviews:
 - a) Interim Quality Assurance Review: FNI shall prepare for and conduct an internal quality assurance review at approximately the mid-point of the project schedule
 - b) Final Quality Assurance Review: FNI shall prepare for and conduct an internal quality assurance review prior to submittal of the 90 percent drawings to the City.

B. DATA COLLECTION, ALIGNMENT ANALYSIS AND SURVEY

1. Data Collection:
Collect existing record drawings and other available information for the project from the City.
2. Meetings/Site Visits:
 - a) Project Kickoff Meeting
 - b) Site Visit(s) for data collection and alignment analysis. Maximum of 2.
 - c) Alignment Analysis Workshop
3. Phase Deliverables:
 - a) Monthly 1-Page Reports
 - b) Draft Alignment Analysis Memo:
 - i. One (1) electronic copy in PDF format.
 - c) Final Alignment Analysis Memo:
 - i. One (1) electronic copy in PDF format.
4. Force and Gravity Main Alignment Analysis
 - a) FNI will evaluate a maximum of three (3) route alternatives for the proposed force and gravity main. The following tasks will be performed with the pipeline route study;

- a) Review previously prepared reports, master plans, water models, construction plans, and/or other pertinent documents on file with the City and other appropriate agencies.
- b) Obtain record information on existing water, wastewater, storm drainage, floodplain, zoning, GIS data, aerial photography, topographic data, traffic information (if needed) and other information applicable to the project.
- c) Obtain plans and drawings from ongoing design work adjacent to the project.
- d) Conduct a maximum of one (1) visit to the project site to gather information on existing conditions. This visit is in addition to the project kickoff meeting with City Staff.
- e) FNI will prepare overall aerial and property map showing existing property lines along the alignment corridor.
- f) FNI will develop a maximum of three (3) schematic-level alignments for a new force and gravity main from the existing Knapp Lift Station to the existing Jefferson Lift Station. Alignments will be selected to avoid or minimize impacts to areas that may cause schedule delays or higher costs due to environmental, permitting, floodplain, easement, engineering issues or damage to property. Traffic impacts and impacts to businesses will also be considered. These alignment options will be presented to the City for review and comment.
- g) FNI will further develop the pipeline alignment options incorporating information and data gathered in the above tasks. GIS contours will be used to verify required elevations for the gravity main. Conflicts and constructability will be analyzed as well as proposed construction and planning of future projects from the City information and field visits to each of the proposed routes. FNI will detail the routes and list benefits and conflicts associated with each of all alignment options in a draft memo. FNI will submit the draft memo including map/exhibit package to the City for review and comment.
- h) FNI will verify adequacy of Knapp Lift Station pumps to deliver required flow through the three (3) force main options and document results in the draft deliverable.
- i) FNI will also prepare Opinion of Probable Construction Costs for the maximum three (3) alignments. These will be included with the above mentioned draft deliverable to the City.
- j) FNI will facilitate one (1) meeting with the City to review comments. From this meeting FNI will develop a recommendation for a proposed force and gravity main alignment from the presented options. The memo and exhibits will be finalized reflecting the selected alignment option.

5. Survey: Survey will be initiated after the alignment is approved by the City. FNI will retain a survey firm as a subconsultant to perform tasks outlined in Item H. If project limits change, the scope/fee will be amended.
6. Subsurface Utility Exploration (SUE): If needed, SUE will be initiated after the alignment is approved by the City. FNI will retain an SUE firm as a subconsultant to perform tasks outlined in the supplemental services Item K. SUE will not proceed unless approved by the City.

C. 60% DESIGN PHASE: FNI shall provide professional services in this phase as follows:

1. Meetings:
 - a) 60% Design Workshop:
Meeting to discuss comments made on the 60% design submittal. Prepare meeting agenda and minutes
 - b) Texas Department of Transportation (TxDOT) Coordination Meeting (Kerrville Office)
2. Utility Coordination: Coordinate with the utility companies for any necessary relocations/adjustments that may be required and indicate on the preliminary plans.

3. Permitting: Prepare all permits required for the project and obtain permits or cause permits to be obtained by the City.
4. Survey (further defined in Item H):
Upon approval of the recommended alignment, design surveyor will initiate preparing easement documentation for up to 5 parcels as required for the force main and gravity main and per the scope below.
5. Environmental Services (further defined in Item F):
 - a) Cultural Resources
 - b) Waters of the U.S.
 - c) Threatened and Endangered Species Assessment
6. Geotechnical Investigation (further defined in Item G).
7. Phase Deliverables
 - a) Monthly 1-Page Reports.
 - b) 60% Design Plans:
 - i. Five (5) hard copies in 22"x34" (full-size) format
 - ii. One (1) electronic copy in PDF format
 - c) List of project details and specifications.
 - d) Updated Opinion of Probable Construction Cost (OPCC) for the project.

D. 90% DESIGN PHASE: FNI shall provide professional services in this phase as follows:

1. Meetings:
 - a) 90% Design Workshop: Meeting to discuss comments made on the 90% design submittal. Prepare meeting agenda and minutes
2. Coordination with the TCEQ:
Provide documentation and coordination with the TCEQ for project approval.
3. Coordination with the Texas Department of Transportation (TXDOT):
Provide documentation and coordination with the TXDOT for permitting.
4. Survey (further defined in Item H):
 - a) Continued preparation of easement documentation for up to 5 parcels as required for the force main and gravity main.
5. Phase Deliverables
 - a) Monthly 1-Page Reports.
 - b) 90% Design Plans:
 1. Five (5) hard copies in 22"x34" (full-size) format
 2. One (1) electronic copy in PDF format
 - c) Design Specifications:
 1. Three (3) hard copies.
 2. One (1) electronic copy in .pdf format.
 - d) Updated OPCC for the project.

E. 100% Submittal: FNI will incorporate any comments made by the City in the 90% design submittal and resubmit a 100% complete submittal for review.

Phase Deliverables

1. 100% Design Plans: One (1) electronic copy in PDF format
2. Design Specifications: One (1) electronic copy in .pdf format.
3. Updated OPCC for the project.

F. BID PHASE: Upon completion of the design services indicated above, and approval bid drawings and specifications by the City, FNI will proceed with the performance of services in this phase as follows:

1. Meetings:
 - a) Prebid Meeting: Assist the City in conducting one pre-bid conference for the construction project and coordinate responses with City. Response to the pre-bid conference will be in the form of addenda issued after the conference.
 - b) Bid Opening: Attend project bid opening and open bids as required by the City.
2. Bid Phase Services:
 - a) FNI will set up the projects on CivCastusa.com to distribute the bid documents to prospective bidders and plan rooms. Electronic sets of documents will be made available at no charge to plan holders. Hard copy plans will not be provided by FNI except as indicated below.
 - b) Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
 - c) Tabulate and analyze the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project.
 - d) Recommend award of contracts or other actions as appropriate to be taken by City.
 - e) Provide Notice of Award of Contract to the Contractor and provide letter with directions for the execution of the contract documents.
 - f) Assist City in the preparation of the Construction Contract Documents.
3. Phase Deliverables:
 - a) Conformed Construction Documents
 - i. For contract execution:
 - (i) copies of the contract documents
 - ii. For City for use during construction:
 - (i) 3 hard copies in 22"x34" (full-size) format
 - (ii) 5 hard copies in 11"x17" (half-size) format
 - (iii) 5 hard copies of contract documents and project specifications.
 - (iv) 1 electronic copy in PDF via FTP
 - iii. For Construction Contractor:
 - (i) 3 hard copies in 22"x34" (full-size) format
 - (ii) 5 hard copies in 11"x17" (half-size) format
 - (iii) 5 hard copies of contract documents and project specifications.

G. CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below.

- 1.
2. FNI will furnish construction contract administration services in support of full time on-site inspection personnel provided by the Owner.
3. Meetings:
 - a) Pre-Construction Meeting: Assist the City in conducting one pre-construction conference with the Contractor and prepare project meeting minutes.
 - b) Monthly Construction Progress Meetings: FNI will facilitate monthly progress meetings for the Project.
 - c) Construction Site Visits: Make up to 9 site visits during the course of construction (estimated to be approximately 9 months construction schedule), as distinguished from the continuous services of a Resident Project Representative, to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Contract Documents.
 - d) Punchlist Meeting: Conduct, in company with City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction

Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment.

4. Construction Phase Services:

- a) Establish and maintain a project documentation system consistent with the requirements of the construction Contract Documents.
- b) Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation.
- c) Produce monthly reports indicating the status of all submittals in the review process.
- d) Review contractor's submittals, including:
 - i. Requests for information
 - ii. Modification requests
 - iii. Shop drawings
 - iv. Schedules
 - v. Certified test reports
 - vi. Other submittals
- e) Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
- f) Notify City of Contractor's non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction Contract Documents.
- g) Interpret the drawings and specifications for City and Contractor.
- h) Consult with and advise the City during construction, make recommendations to the City regarding materials and workmanship, and prepare change orders with the City's approval.
- i) Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and test equipment, and other data pursuant to the General Conditions of the Construction Contract.
- j) Review and comment on monthly and final estimates for payment to Contractor pursuant to the General Conditions of the Construction Contract.
- k) Conduct, in company with the City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Contract Documents, and review and comment on the Certificate of Completion and the recommendation for final payment to the Contractor.

5. Phase Deliverables:

- a) Monthly 1-Page Reports.
- b) Project site visit memos and construction progress meeting minutes
- c) Project Record Drawings:
 - i. 2 sets of full size plans
 - ii. CD with Record Drawings in PDF Format, project survey files, project CAD files in AutoCad format and shapefiles in GIS format if needed.

6. FNI will endeavor to protect the City in providing these services however, it is understood that FNI:

- a) does not guarantee the Contractor's performance
- b) is not responsible for supervision of the Contractor's operation and employees
- c) is not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor
- d) is not responsible for any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor.

H. ENVIRONMENTAL EVALUATION AND PERMITTING

1. Cultural Resources: FNI will review publicly available information (e.g., USGS National Hydrography Dataset, FEMA floodplain maps, USGS topographic maps, National Wetland Inventory) and past and recent aerial imagery to evaluate the presence of WOTUS. Following the desktop efforts, a field verification of WOTUS would take place if needed. Ultimately this effort will evaluate the potential need for a US Army Corps of Engineers (USACE) authorization under Section 404 of the Clean Water Act, and identify the appropriate permitting approach (if needed). If this evaluation identifies the requirement or need for additional analyses, then those efforts would need to be authorized as an additional service.
2. Waters of the US: FNI will perform a desktop review of the Texas Archeological Atlas to evaluate previously recorded cultural resources in the project area and determine if there is a need for further analyses to comply with Section 106 of the National Historic Preservation Act and the Texas Antiquities Code. If field surveys for cultural resources, or other additional analyses are needed, then those efforts will need to be authorized as an additional service.
3. Federally Listed Species: FNI will develop a list of potentially occurring federally listed species in the county protected under the Endangered Species Act. FNI will review the Texas Parks and Wildlife Departments (TPWD) Natural Diversity Database to evaluate previously recorded occurrences of protected species in the project area and determine if there is a need for further analyses. If needed, a field survey would be performed to identify the presence of any potential habitat for federally listed species. If this evaluation identifies the requirement or need for additional analyses, then those efforts will need to be authorized as an additional service.

I. GEOTECHNICAL INVESTIGATION (By Subconsultant)

1. Select appropriate locations for exploratory borings along the proposed pipeline alignment.
2. The Engineer will coordinate with the City, private landowners, TxDOT and Texas 811 regarding underground utilities within the vicinity of the planned boring locations and obtain relevant right-of-way permits prior to commencement of the field exploration activities.
3. Subcontract with a drilling contractor to drill exploratory borings for the proposed improvements according to the schedule provided below.
 - a) Force Main: Up to a total of 3 borings along the proposed route. Two of the borings (Main Street Crossing) will be about 25 feet in depth. The remaining boring will be 15 feet in depth.
 - b) Gravity Main: Up to a total of 6 borings along the proposed route. Two of the borings (FM 738 Crossing) will be about 25 feet in depth. The remaining four borings will be 20 feet in depth.
 - c) The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be tested in situ using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.
 - d) Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
 - e) The borings will be backfilled with auger cuttings upon completion of drilling and sampling. Pavement sections will be patched to match the existing pavement surface.
 - f) It is possible that 8 of the 9 borings will be drilled in a street. Traffic control consisting of flagmen, cones, and signs will be provided where necessary. Temporary and partial lane closures may be required during drilling.

4. An Engineer or Geologist experienced in logging borings will direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

J. SURVEY (By Subconsultant)

1. Locate and verify existing survey control. The work shall include all horizontal and vertical coordinates of the survey. The survey shall use the same coordinate system typically used by the City of Kerrville and compatible with the City's existing survey data. The surveyor is responsible for locating any benchmarks necessary to establish his work in this coordinate system. These benchmarks shall be located at 1,000 LF spacing along the force main and gravity main.
2. Provide survey data for the following:
 - a) Proposed Force Main: Survey right-of-way to right-of-way along entirety of the proposed force main alignment. Survey flow line elevations for tie-in location to existing gravity main.
 - b) Gravity Main: Survey right-of-way to right-of-way along entirety of the proposed gravity main.
3. Tie in all existing features and structures on the survey. These shall include, but are not limited to: tops of curbs, edges of pavement, bridges, retaining walls, drainage structures (top, edges and flow line), channels and drainage ways (tops, toes and flow line), manholes (rim, flow lines and diameters of pipes), valves, slabs, utility signs and structures, fences, landscaping features, shrubbery, buildings (edges and finished floor), trees greater than ten (10) inches in diameter (include species and diameter), tree canopies, cleanouts, mailboxes, driveways, sidewalks, property pins, utility poles, site equipment, storage tanks (footprint and top), dams (tops and toes), edges of impounded water, floors of lakes and ponds (by sounding or rodding), and vaults (top, edges and flow line). Indicate the material and type of each item tied in.
4. Research utilities and easements within the project boundaries. Obtain drawings of existing agency and municipal owned utilities and include locations of these utilities in the survey. Provide copies of all existing utility plans to the Engineer in PDF format as they are received.
5. Coordinate utility marking with Dig Tess (level B), conduct survey and locate utilities within the project boundary. Obtain the services of a utility locator service (such as DIGTESS) and coordinate flagging of existing franchise utilities. Tie in the locations of the existing utilities on the survey. Surveyor shall bear all costs for the services of such a locator. The City will provide support for locating existing utilities within the existing lift station site(s). Subsurface utility exploration (SUE) may be provided by the City as directed by the Engineer. Surveyor shall coordinate with the Engineer and the City to survey SUE utilities.
6. Provide sufficient ground shots to create one (1) foot contours for the project.
7. Surveyor shall locate proposed geotechnical boring locations and provide required utility locates as indicated above within those areas. There will be maximum 15 geotechnical bores for the project.
8. Where necessary along route, the surveyor shall contact private property owner and attempt to ascertain permission to enter and survey within private properties. If surveyor encounters a hostile property owner, surveyor will consult with FNI and/or the City for directions for resolution.
9. Parcels and Field Notes:
 - a) Perform deed, plat and courthouse record research and prepare metes and bounds descriptions, survey parcels and field notes for up to 5 impacted parcels of land for permanent and temporary right-of-way acquisition. The descriptions shall each contain drawing Exhibit A and verbal

description Exhibit B, in accordance with State surveying standards. Provide FNI with 3 copies each of the descriptions, each with original seal and signature.

- b) Obtain copies of deeds and easement documents.
- c) Survey existing property corners, fences and appurtenant property evidence along the alignment route.
- d) Stake Final easement corridor from alignment data.
- e) Show ownership and adjoining ownership data for properties along the route.
- f) Revise parcel descriptions and field notes per comments and final title report.

K. Supplemental Service: SUE (By Subconsultant)

- 1. Perform SUE services in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data."
- 2. Provide "Quality Level B" SUE services on a 10 ft. wide path centered along the gravity main alignment.
- 3. "Quality Level B" SUE services will attempt to designate potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, and electric utilities. Wastewater and storm drain facilities will be inverted at manholes and depicted as "Quality Level C" information.
- 4. Provide "Quality Level A" SUE at up to five (5) locations to be selected by FNI and/or the City.
- 5. The survey of SUE field markings is not included in SUE services. The Surveyor will be responsible for the collection and control of markings.
- 6. Any necessary Right of Entry permits will need to be provided by FNI and/or the City prior to the start of services.

II. ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by the City, which are not included in the above described basic services, are described as follows:

- A. Preparation of Traffic Control Plan.
- B. Identification and evaluation of future wastewater system improvements.
- C. Updates to wastewater master plan and/or model that are not directly related to this project.
- D. Bid and construction phase services for separate bid packages for two or more projects, i.e. Force Main Package and Gravity Main Package.
- E. Preparation of Storm Water Pollution Prevention Plan(s).
- F. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by the City.
- G. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- H. Providing shop, mill, field or laboratory inspection of materials and equipment.
- I. Preparing Operation and Maintenance Manuals or conducting operator training.
- J. Preparing data and reports for assistance to the City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- K. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the plans and specifications.

- L. Assisting City in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this proposal. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this proposal.
- M. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- N. Conducting site visits in excess of the number specified elsewhere in this scope.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF KERRVILLE
AND FREESE AND NICHOLS, INC.**

**FNI COMPENSATION
LUMP SUM WITH ADDITIONAL WORK BASED ON COST TIMES MULTIPLIER**

Basic Services

Compensation to FNI for the Basic Services shall be the lump sum of \$472,899 and compensation to FNI for supplemental services is \$45,418 (cost plus multiplier) for a total of \$518,317. Supplemental services will not be used unless authorized by the City. If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Exhibit A, FNI will notify City for City's written approval before proceeding.

A breakdown of major task items and their associated costs are as follows:

| TASK | COST |
|-------------------------------------|-------------|
| Project Management | \$14,888 |
| Data Collection, Alignment Analysis | \$40,541 |
| 60% Design | \$92,576 |
| Survey | \$85,465 |
| Geotechnical Investigation | \$36,375 |
| 90% Design | \$87,029 |
| 100% Design | \$52,620 |
| Bid Phase Services | \$8,704 |
| Construction Phase Services | \$54,701 |
| Supplemental Service: SUE | \$45,418 |
| Total | \$518,317 |

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF KERRVILLE
AND FREESE AND NICHOLS, INC.**

PROJECT SCHEDULE

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

| Milestone/Deliverable | Calendar Days |
|--|---|
| Draft Alignment Analysis Technical Memorandum | 43 days |
| Finalize Alignment Analysis Technical Memorandum | 14 days after receipt of City comments on Draft Alignment Analysis Technical Memorandum |
| 60% Design Phase Submittal | 79 days after receipt of City comments on Draft Alignment Analysis Technical Memorandum |
| 90% Design Phase Submittal | 51 days after receipt of City comments on 60% Design |
| 100% Design Phase Submittal | 30 days after receipt of City comments on 90% Design |
| Bid Phase Services | Approx. 90 day duration after 100% design submittal |
| Construction Phase Services | Approx. 220 day duration after Construction Notice to Proceed |

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc.



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

SUBJECT: Compromise, Settlement, and Release Agreement between Lonestar Inn and the City of Kerrville. (This item is eligible for Executive Session 551.071.)

AGENDA DATE OF: March 9, 2021 **DATE SUBMITTED:** Feb 10, 2021

SUBMITTED BY: Amy Dozier

EXHIBITS: [20210309_Agreement_Lonestar Inn - Compromise Settlement Release.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

In December 2019, the City contracted with Avenu Insights to perform occupancy tax audits at five local hotels, including Lone Star Inn. The audits were completed in March 2020 and deficiencies were found at Lone Star Inn. Deficiencies at Lone Star Inn included under-reported gross revenue, untaxed miscellaneous fees, overstated exempt revenue and invalid tax exemptions. In total, the audit found \$9,393.23 in unpaid hotel occupancy tax for a period from November 1, 2015 through October 31, 2019.

The hotel is owned by Kirit and Gitaben Desai. During a portion of the audit period, the hotel was leased by a 3rd party, but was still owned by the Kirit and Gitaben Desai. The City has worked extensively with Mr. Desai as well as the lessee to answer questions, review additional documents and provide detailed information on the audit findings. Mr. Desai understands the audit findings as well as the correct procedures going forward.

To date, Mr. Desai has paid \$2,242.21 of the deficiency. However, due to hardships created in the hospitality industry by COVID-19 as well as the lessee's inability to pay for the period of time he operated the hotel, Mr. Desai is requesting a settlement for the remaining balance.

The attached settlement waives the City's 10% penalty, provides for payment over 24 months and allows for interest (calculated at 12%) to be refunded to the owners at the end of the 24 month period if all payments are made on time. The owners have agreed to the terms of this settlement and to set up a monthly automatic electronic payment.

The City recommends authorizing the City Manager to finalize and execute the settlement agreement.

RECOMMENDED ACTION:

Approve the Agreement and authorize the City Manager to finalize and execute.

COMPROMISE, SETTLEMENT, AND RELEASE AGREEMENT

This Compromise, Settlement, and Release Agreement (the “Agreement”) is made and entered into as of the date set forth below by and between the **City of Kerrville, Texas** (the “City”) and **Kirit G. Desai and Gitaben K. Desai** (“Owners”), sometimes collectively referred to herein as the “Parties”:

WHEREAS, the Parties have a bona fide dispute as to the City’s previous assessment of hotel occupancy tax to property owned by Owners, known as Lone Star Inn (“Lone Star”), which is located within the City; and

WHEREAS, Owners purchased Lone Star in 2008; and

WHEREAS, City, in accordance with Chapter 351 of the Texas Tax Code and its hotel occupancy tax ordinance (City Code Chapter 94, Article III), imposes a tax upon the cost of occupancy of any sleeping room or space furnished by any hotel, as those terms are defined by said ordinance; and

WHEREAS, City, using an outside auditor, periodically performs audits on selected hotels within its jurisdiction, which in March 2020, included an audit of Owners’ operations of Lone Star from November 1, 2015, through October 31, 2019; and

WHEREAS, the audit found that Owners underreported revenue and failed to apply the occupancy tax in some circumstances and as a result, must remit unpaid taxes to City, and is subject to penalties and interest due to such deficiencies; and

WHEREAS, in an effort to resolve the differences between the Parties and in the spirit of compromise, the Parties find it to their mutual advantage to enter into this Agreement as a way of resolving this claim and dispute, such that Owners would pay the City the existing amount they owe the City in occupancy tax plus interest in a timely manner, and if done, the City would thereafter reimburse Owners the interest due and paid; and

NOW, THEREFORE, for and in consideration of the covenants, conditions, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to fully and finally resolve all claims and disputes arising out of the referenced incident, the Parties agree as follows:

1. PAYMENT TO CITY

Owners shall pay City a total of **\$8,078.96**, which is the amount of past due occupancy tax plus interest that Owners owe City (“Amount Owed”), in twenty-four (24) monthly payments of \$336.62 beginning on March 15, 2021; each monthly payment will be due on or before the fifteenth (15th) day of each month thereafter terminating on February

15, 2023. Owners' monthly payments should be directed to and received by City's Chief Financial Officer, City of Kerrville, 701 Main Street, Kerrville, Texas 78028. If the City receives all of Owners' twenty-four (24) payments on or before the 15th of each month between March 15, 2021 and February 15, 2023 as each payment become due, the City will reimburse Owners the amount of \$927.94, representing the interest paid by Owners, on or before March 15, 2023. An amortization schedule documenting the monthly payments and potential recoverable interest is attached hereto as **Exhibit A**.

Parties agree and acknowledge that this action and compensation equals full and final settlement of all claims and disputes brought or which could ever be brought between the Parties in relation to the issue described above, and that the City is hereby forgiving its claim to applicable interest from this amount if all payments are timely made as addressed above.

2. RELEASE BY PARTIES

Except for claims arising out of a breach of this Agreement, the Parties, and their successors, assigns, and any and all persons or entities claiming by, through or under them, hereby **RELEASE, DISCHARGE, AND ACQUIT**, forever and for all purposes, each other, and their agents, employees, officers, legal representatives, successors, and assigns from and against any and all liability that they now have, have had, or may have, and all past, present, and future actions, causes of action, claims, demands, damages, costs, expenses, compensations, losses, and attorney fees of any kind or nature whatsoever, or however described, whether known or unknown, fixed or contingent, in law or in equity, whether asserted or unasserted, whether in tort or contract, whether now existing or accruing in the future arising out of or related to the claim described above.

3. WARRANTY OF CAPACITY

Each individual and entity executing this Agreement hereby represents and warrants that he, she, or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she, or it is executing this Agreement to the terms hereof. In entering into this Agreement, the Parties represent that they have completely read the terms of this Agreement and that the terms are fully understood and voluntarily accepted by each party. The Parties each represent and warrant that prior to the execution of this Agreement, each party had an opportunity to consult with independent counsel of their own choice in negotiating this Agreement, and this Agreement is the result of protracted arm's length negotiation among the Parties. The Parties acknowledge that each of them has been afforded an opportunity to review this Agreement and the documents relating to the settlement with his, her or its chosen counsel.

4. NO ADMISSION OF LIABILITY

This Agreement is made to compromise, terminate, and to constitute an accord and satisfaction of all claims released by this Agreement and neither City nor Owners admit any liability, fault, or wrongdoing of any kind or nature whatsoever and expressly deny and disclaim any liability, fault, or wrongdoing alleged or which could have been alleged with regard to the claims asserted or any similar claims that might be asserted.

5. RECOVERY OF DAMAGES DUE TO BREACH OF THIS AGREEMENT

In the event of breach by any party of the terms and conditions of this Agreement, the non-breaching party shall be entitled to recover all expenses as a result of such breach, including, reasonable attorney fees and costs.

6. AGREEMENT SETTLES ALL CLAIMS

It is understood and agreed that all agreements and understandings by and between the Parties to this Agreement are expressly embodied in this Agreement and that this Agreement supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the claims released pursuant to this Agreement or any matters related thereto executed by the Parties.

7. TERMS ARE CONTRACTUAL

The Parties acknowledge and agree that the terms of this Agreement are all contractual and not mere recitals.

8. VOLUNTARY AGREEMENT

The Parties acknowledge that they have read this Agreement, understand its terms, and that this Agreement is entered into voluntarily, without duress, and with full knowledge of its legal significance. The Parties represent and warrant that no party has been induced to enter this Agreement by any statement, action, or representation of any kind or character made by the persons or entities released under this Agreement or any person or persons representing them, other than those expressly made in this Agreement.

9. MODIFICATIONS MUST BE IN WRITING

This Agreement may not be modified in any manner, and no rights provided for herein may be waived, except by an instrument in writing signed by each party.

10. AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

11. SEVERABILITY

Should any terms or any provision of this Agreement be declared invalid by a court of competent jurisdiction, the Parties agree that all other terms of this Agreement are binding and have full force and effect as if the invalid portion had not been included.

12. MULTIPLE ORIGINALS

It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

13. HEADINGS ARE FOR REFERENCE ONLY

The headings contained herein are for convenience and reference only and are agreed, in no way, to define, describe, extend, or limit the scope or intent of this Agreement or its provisions.

14. TEXAS LAW APPLIES

This Agreement shall be performable and enforceable in Kerr County, Texas, and shall be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date set forth.

THE CITY OF KERRVILLE, TEXAS

By: _____
Mark L. McDaniel, City Manager

Date: _____

STATE OF TEXAS §

§

COUNTY OF KERR §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Mark L. McDaniel for the City of Kerrville, Texas.

Notary Public, State of Texas

LONE STAR INN

By: 
Kirit G. Desai, Owner

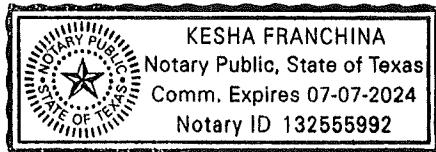
Date: 3-4-21

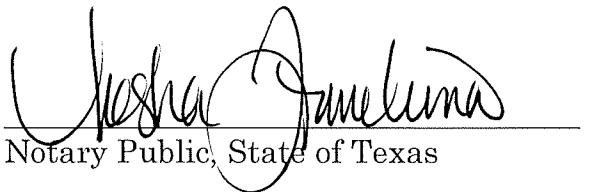
STATE OF TEXAS §

§

COUNTY OF KERR §

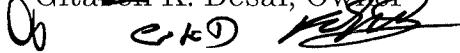
This instrument was acknowledged before me on this 4th day of March, 2021, by Kirit G. Desai, Owner of the Lone Star Inn.




KESHA FRANCHINA
Notary Public, State of Texas

By: Kirit G. Desai

Gitaben K. Desai, Owner



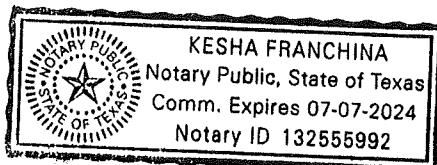
Date: 3 - 4 - 2021

STATE OF TEXAS §

§

COUNTY OF KERR §

This instrument was acknowledged before me on this 4th day of March, 2021, by Gitaben K. Desai, Owner of the Lone Star Inn.



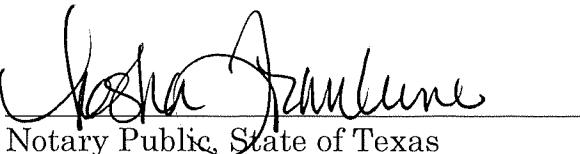

KESHA FRANCHINA
Notary Public, State of Texas

Exhibit A
Lone Star Inn
Payment Schedule

| | |
|------------------|-------------|
| Unpaid Balance | \$ 7,151.02 |
| Interest Rate | 12% |
| Repayment Period | 24 |
| Payment Amount | \$336.62 |

| Date | Payment | Principal | Interest | Balance |
|--------------------|----------|------------|----------|------------|
| March 15, 2021 | \$336.62 | \$265.11 | \$71.51 | \$6,885.91 |
| April 15, 2021 | \$336.62 | \$267.76 | \$68.86 | \$6,618.14 |
| May 15, 2021 | \$336.62 | \$270.44 | \$66.18 | \$6,347.70 |
| June 15, 2021 | \$336.62 | \$273.15 | \$63.48 | \$6,074.55 |
| July 15, 2021 | \$336.62 | \$275.88 | \$60.75 | \$5,798.68 |
| August 15, 2021 | \$336.62 | \$278.64 | \$57.99 | \$5,520.04 |
| September 15, 2021 | \$336.62 | \$281.42 | \$55.20 | \$5,238.62 |
| October 15, 2021 | \$336.62 | \$284.24 | \$52.39 | \$4,954.38 |
| November 15, 2021 | \$336.62 | \$287.08 | \$49.54 | \$4,667.30 |
| December 15, 2021 | \$336.62 | \$289.95 | \$46.67 | \$4,377.35 |
| January 15, 2022 | \$336.62 | \$292.85 | \$43.77 | \$4,084.50 |
| February 15, 2022 | \$336.62 | \$295.78 | \$40.85 | \$3,788.72 |
| March 15, 2022 | \$336.62 | \$298.74 | \$37.89 | \$3,489.99 |
| April 15, 2022 | \$336.62 | \$301.72 | \$34.90 | \$3,188.26 |
| May 15, 2022 | \$336.62 | \$304.74 | \$31.88 | \$2,883.52 |
| June 15, 2022 | \$336.62 | \$307.79 | \$28.84 | \$2,575.73 |
| July 15, 2022 | \$336.62 | \$310.87 | \$25.76 | \$2,264.87 |
| August 15, 2022 | \$336.62 | \$313.97 | \$22.65 | \$1,950.89 |
| September 15, 2022 | \$336.62 | \$317.11 | \$19.51 | \$1,633.78 |
| October 15, 2022 | \$336.62 | \$320.29 | \$16.34 | \$1,313.49 |
| November 15, 2022 | \$336.62 | \$323.49 | \$13.13 | \$990.00 |
| December 15, 2022 | \$336.62 | \$326.72 | \$9.90 | \$663.28 |
| January 15, 2023 | \$336.62 | \$329.99 | \$6.63 | \$333.29 |
| February 15, 2023 | \$336.62 | \$333.29 | \$3.33 | (\$0.00) |
| | | \$7,151.02 | \$927.94 | |

Interest Subject to Reimbursement Pursuant to Terms of Settlement Agreement \$927.94



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

SUBJECT: Appointment to the Kerrville Public Utility Board of Trustees, position #3.
(This item is eligible for Executive Session 551.074.)

AGENDA DATE OF: March 9, 2021 **DATE SUBMITTED:** Feb 25, 2021

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20210309_Board Appointment_KPUB position 3.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

| | |
|-----------------------------|----|
| Kerrville 2050 Item? | No |
|-----------------------------|----|

| | |
|--------------------------|-----|
| Key Priority Area | N/A |
|--------------------------|-----|

| | |
|--------------------------|-----|
| Guiding Principle | N/A |
|--------------------------|-----|

| | |
|--------------------|-----|
| Action Item | N/A |
|--------------------|-----|

SUMMARY STATEMENT:

The Kerrville Public Utility Board and the City of Kerrville are accepting applications for appointment to the Kerrville Public Utility Board of Trustees, Position Number Three. The Board of Trustees consists of five citizens of the United States of America who reside in or conduct business on a full-time basis in Kerr County, Texas, and who use the System for personal, residential, business, and/or company use.

The term of the office begins on or after April 21, 2021, for a five-year term. The Kerrville City Council will fill the vacancy by appointment from nominations submitted by the Kerrville Public Utility Board of Trustees. The Mayor of the City of Kerrville is an ex-officio voting member of the Board of Trustees.

Consideration of nominees: Toby Appleton, Beck Gipson, Bill Thomas (reappointment).

RECOMMENDED ACTION:

Appoint member to the Kerrville Public Utility Board of Trustees, position #3.



KERRVILLE PUBLIC UTILITY BOARD

Safety. Our Way of Life.

2250 Memorial Blvd • P.O. Box 294999 • Kerrville, Texas 78029-4999 • 830-257-3050

February 25, 2021

Mr. Mark McDaniel
City Manager
City of Kerrville
701 Main Street
Kerrville, Texas 78028

Dear Mark,

At its Regular Monthly Meeting held yesterday, the Kerrville Public Utility Board nominated the following individuals for consideration by the Kerrville City Council for appointment to the Kerrville Public Utility Board of Trustees Position No. Three:

| Name | Address | In City Limits | Employment |
|----------------|-----------------------------|----------------|-------------------------------------|
| Bill Thomas | [REDACTED] Kerrville, TX | Yes | Taco Casa |
| T. Beck Gipson | [REDACTED] Kerrville, TX | Yes | Self Employed Gipson Real Estate |
| Toby Appleton | [REDACTED] Kerrville, TX | No | Schreiner University |

Enclosed are copies of the applications completed by each of these individuals. I have verified that each of these individuals reside in or conduct business on a full-time basis in Kerr County and use the System for personal, residential, business, and/or company use. Position No. Three is currently held by Bill Thomas, whose term is set to expire on April 21, 2021. Mr. Thomas is currently completing his first five-year term and is eligible to serve again at this time.

I respectfully request these nominations be placed on a City Council Agenda for consideration in the near future. Please let me know if you have any questions or need additional information.

Yours truly,

Mike Wittler
General Manager and CEO

MW/lsg
Enclosures – (3) Applications
cc: Shelley McElhannon, City Secretary