

AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING

TUESDAY, MAY 25, 2021, 6:00 P.M.

CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

The Community Vision

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

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



Kerrville2050



CITY COUNCIL AGENDA
MAY 25, 2021, 6:00 PM
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS



CALL TO ORDER:

INVOCATION AND PLEDGE OF ALLEGIANCE:

Led by Councilmember Judy Eychner.

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 - Guns and Hoses Committee.

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. Agreement between Magic in the Sky, LLC, and the City of Kerrville, Texas for Fireworks Displays for July 4th and River Festival Events (3 years).

Attachments:

[20210525_Contract_Magic in the Sky 4th of July.pdf](#)

4.B. Professional Services Agreement with Rock Engineering & Testing Laboratory, Inc. for the 2021 Reconstruction Streets project in the amount of \$78,000.00.

Attachments:

[20210525_Contract_Rock Testing_2021 Reconstruction Streets.pdf](#)

4.C. Resolution No. 22-2021. A Resolution authorizing the waiver of fees regarding public safety staffing and other applicable fees for the Kerrville Chalk Festival scheduled to be held October 16-17, 2021, in Peterson Plaza.

Attachments:

[20210525_Resolution_22-2021 Waiver Public Safety staffing fees at Kerrville Chalk Festival 10-17-21.pdf](#)

[20210525_Chalk Request Letter to Waive Fees.pdf](#)

- 4.D. Resolution No. 23-2021. A Resolution authorizing the use of internal combustion engines on Nimitz Lake upstream of the City's impoundment dam for the Kerrville Triathlon and the safety of competitors.

Attachments:

[20210525_Resolution_23-2021 Use of internal combustion engines on Nimitz Lake for Kerrville Triathlon 9-27-21.pdf](#)

- 4.E. Resolutions Regarding the Texas Department of Transportation's 2021 Transportation Alternatives (TA) Program Application. (Three items will be presented together.)

1.) Resolution No. 24-2021. A Resolution supporting the City of Kerrville's application to the Texas Department of Transportation's 2021 Transportation Alternatives (TA) Program call for projects. Kerrville Tom Daniels Elementary School.

2.) Resolution No. 25-2021. A Resolution supporting the City of Kerrville's application to the Texas Department of Transportation's 2021 Transportation Alternatives (TA) Program call for projects. Kerrville Tally Elementary School.

3.) Resolution No. 26-2021. A Resolution supporting the City of Kerrville's application to the Texas Department of Transportation's 2021 Transportation Alternatives (TA) Program call for projects. Kerrville Hwy. 16 & Hwy. 98 Pedestrian & Traffic Improvements.

Attachments:

[20210525_Resolution_XX EXAMPLE Transportation Alternatives grant appl to TxDOT.pdf](#)

[20210525_Resolution_24-2021 TxDOT sidewalks Tom Daniels Elementary.pdf](#)

[20210525_Resolution_25-2021 TxDOT sidewalks Tally Elementary.pdf](#)

[20210525_Resolution_26-2021 TxDOT Hwy 16 pedestrian and traffic improvements.pdf](#)

- 4.F. Minutes for the City Council Canvass of the Election and City Council meeting held May 11, 2021.

Attachments:

[20210525_Minutes_Canvass of the Election and Regular meeting 6pm 5-11-21.pdf](#)

- 4.G. Minutes for the City Council special-called meeting held May 18, 2021.

Attachments:

[20210525_Minutes_Council special-called 5-18-21 10am.pdf](#)

END OF CONSENT AGENDA.

5 ORDINANCES, SECOND READING:

- 5.A. Ordinance No. 2021-10, second reading. An Ordinance amending Chapter 60, Code of Ordinances, City of Kerrville, Texas; Chapter 60 more commonly known as the City's Zoning Code; by changing the zoning of a property known as 1555 Highway 173 and consisting of an approximate 7.158 acre tract of land out of the William C. Francis Survey No. 146, Abstract No. 137, and within the City of Kerrville, Kerr County, Texas; from an Agriculture District (AG) to a Multifamily Residential Zoning District (R-3); providing a cumulative clause; providing for severability; providing an effective date; and ordering publication.

Attachments:

[20210525_Ordinance_2021-10 Zoning change 1555 Hwy 173 second reading.pdf](#)

6 ORDINANCES, FIRST READING:

- 6.A. Ordinance 2021-13. An ordinance amending the City's Fiscal Year 2021 budget to account for the disbursement of additional funds, the receipt of additional revenue, and to make other amendments as provided herein.

Attachments:

[20210525_Ordinance_2021-13 Amendment Fiscal Year 2021 Budget.pdf](#)

[20210525_Ordinance_Attachment A.pdf](#)

[20210525_Ordinance_April 2021 financial presentation.pdf](#)

7 CONSIDERATION AND POSSIBLE ACTION:

- 7.A. Review of Declaration of local state of disaster due to a public health emergency, March 20, 2020.

Attachments:

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

- 7.B. Restated Interlocal Agreement for the continued existence of a Joint Airport Board to provide management of Kerrville/Kerr County Airport.

Attachments:

[20210525_Agreement_Airport Interlocal Agreement.pdf](#)

8 ITEMS FOR FUTURE AGENDAS:

City Council may suggest items or topics for future agendas.

9 BOARD APPOINTMENTS:

- 9.A. Appointment to the Economic Improvement Corporation. (This item is eligible for Executive Session per §551.074).

Attachments:

[20210525_Roster_Economic Improvement Corporation 5-2021.pdf](#)

10 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.

11 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 - Guns and Hoses Committee.

AGENDA DATE OF: May 25, 2021

DATE SUBMITTED: May 18, 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

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.

Recipient: Guns and Hoses Committee, for the Families in Literacy.

RECOMMENDED ACTION:

Recognize recipients.



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

SUBJECT: Agreement between Magic in the Sky, LLC, and the City of Kerrville, Texas for Fireworks Displays for July 4th and River Festival Events (3 years).

AGENDA DATE OF: May 25, 2021 **DATE SUBMITTED:** May 18, 2021

SUBMITTED BY: Ashlea Boyle

EXHIBITS: [20210525_Contract_Magic in the Sky 4th of July.pdf](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$50,634.63	\$12,000 (4th of July) / \$5,000 (River Festival)	\$12,000 (4th of July) / \$5,000 (River Festival)	01-0157-3190 (4th of July) / 20-2000-4320 (River Festival)

PAYMENT TO BE MADE TO: Magic in the Sky, LLC

Kerrville 2050 Item?	Yes
Key Priority Area	P - Parks / Open Space / River Corridor
Guiding Principle	P8. Provide recreational opportunities for people of all ages and abilities, both residents and tourists
Action Item	P8.3 - Enhance park programming for public gatherings/events

SUMMARY STATEMENT:

Each year, the City produces a fireworks display on the Fourth of July. The former three year agreement has expired, thus necessitating a new agreement. In 2019, the new Kerrville River Festival event also included fireworks to celebrate the 130th birthday of the City. The fireworks were well received and it was the consensus of the City Council to continue to have fireworks at this new event.

The City completed a competitive sealed proposal process (Request for Proposals) for a turn-key production of the fireworks show for both the Fourth of July and Kerrville River Festival events for a three-year period (2021-2023). In an effort to procure the best pricing, the two events were packaged together for multiple years.

One proposal was received from Magic in the Sky, LLC in the amount of \$50,634.63 for all three years (\$11,979.42 per year for July 4th and \$4,898.79 per year for Kerrville River Festival). Staff will budget appropriately each year and funding will be pursuant to the annual budget adoption process by the City Council. Magic in the Sky is the same vendor the City has contracted with for the past several years for the Fourth of July fireworks show.

The City has received a sponsorship commitment for the Fourth of July fireworks in its entirety for 2021. The Kerrville River Festival fireworks is budgeted in the Hotel / Motel Tax Occupancy fund, and staff are soliciting sponsorships for this event as well.

Staff recommends awarding the contract to Magic in the Sky, LLC, and authorizing the City Manager to finalize and execute a contract in the amount of \$50,634.63.

RECOMMENDED ACTION:

Authorize City Manager to finalize and execute a contract.

**AGREEMENT BETWEEN MAGIC IN THE SKY, LLC AND CITY OF KERRVILLE,
TEXAS FOR JULY 4TH AND KERRVILLE RIVER FESTIVAL FIREWORK DISPLAYS**

This Agreement, made this _____ day of _____ 2021, by and between MAGIC IN THE SKY, LLC, a Limited Liability Company, whose address is 26926 Hardy Run, Boerne, Texas 78015 (“Contractor”), and CITY OF KERRVILLE, a Texas home-rule municipality, whose address is 701 Main Street, Kerrville, Texas 78028 (“Customer”).

WITNESSETH

WHEREAS, Customer desires to include firework displays at its annual July 4th and Kerrville River Festival celebrations within its Louise Hays Park (202 Thompson Dr.) (“Events”), where such display generally occurs at dusk and after the end of the musical performances; and

WHEREAS, the date of such Events will be determined by Customer; and

WHEREAS, Contractor is in the business of designing and conducting firework displays; and

WHEREAS, Contractor is familiar with Customer’s Louise Hays Park and specifically, the launch site for the fireworks, as well as the Customer’s order of planned events during the Events; and

WHEREAS, Customer desires that Contractor provide a firework display for Customer’s benefit pursuant to the terms and conditions of this Agreement, and Contractor desires to perform the firework display for Customer’s benefit pursuant to the terms and conditions hereof;

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

I. FIREWORK DISPLAYS:

a. Contractor agrees to conduct for Customer a public aerial firework display (“Display”) during the Events, which will comply with the request for proposals attached as **Exhibit A** and the Proposal Overview attached as **Exhibit B**. Contractor shall perform the Display at approximately 9:30 PM on the date of the Events in 2021, 2022, and 2023. The 2021 Events will be held on Friday, July 4, 2021 and Saturday, October 16, 2021. On or before January 1st of both 2022 and 2023, Customer shall provide written notice to Contractor as to the date of that particular year’s Display Dates.

b. In case of rainout or other type of weather condition that prevents the Display, Customer shall designate an alternate date or dates as the postponement date (“Postponement Date”), with said date(s) to be within two days before or after July 4th and October 16th, to the extent the Postponement Date has not already been established by the request for proposals attached as **Exhibit A**. Customer shall provide written notice to Contractor as to the date of each year’s Postponement Date in accordance with I.a., above. Customer is only

required to designate one Postponement Date per event, when necessary. Where the Postponement Date is used for the Event, Contractor shall perform the Display at approximately 9:30 PM on said date.

c. Contractor shall furnish skilled technicians who are sufficiently trained to conduct the Display. Contractor shall determine in its sole discretion the number of such technicians and other workers who are necessary to take charge of and safely conduct the Display.

d. Contractor shall provide all materials; equipment; labor; permits; and insurance as required by this Agreement, by law, and deemed necessary by Contractor for the successful set up, performance, and completion of the Display.

e. Contractor shall not subcontract any portion of this Agreement to third parties.

f. Customer is solely responsible for stand-by fire protection.

II. PAYMENT: Contractor shall produce the Displays for each year of the Agreement as follows:

a. **July 4, 2021** - \$11,979.42. Customer shall pay Contractor 50% of this amount as partial payment upon execution of this Agreement. Customer shall then pay the remaining balance upon conclusion of the Display. In each instance, Contractor shall present an invoice to Customer for payment.

b. **October 16, 2021**- \$4,898.79. Customer shall pay Contractor 50% of this amount as partial payment upon execution of this Agreement. Customer shall then pay the remaining balance upon conclusion of the Display. In each instance, Contractor shall present an invoice to Customer for payment.

c. **July 2022** – \$11,979.42. Customer shall pay Contractor 50% of this amount on or before June 1, 2022. Customer shall then pay the remaining balance upon conclusion of the Display. In each instance, Contractor shall present an invoice to Customer for payment.

d. **RiverFest 2022** – \$4,898.79. Customer shall pay Contractor 50% of this amount on or before June 1, 2022. Customer shall then pay the remaining balance upon conclusion of the Display. In each instance, Contractor shall present an invoice to Customer for payment.

e. **July 2023** – \$11,979.42. Customer shall pay Contractor 50% of this amount on or before June 1, 2023. Customer shall then pay the remaining balance upon conclusion of the Display. In each instance, Contractor shall present an invoice to Customer for payment.

f. **RiverFest 2023** – \$4,898.79. Customer shall pay Contractor 50% of this amount on or before June 1, 2023. Customer shall then pay the remaining balance upon conclusion of the Display. In each instance, Contractor shall present an invoice to Customer for payment.

III. CANCELLATION AND TERMINATION:

- a. Should the weather conditions, in either party's reasonable judgment, prevent the firing of the Display on the Display Date or Postponement Date, where applicable, or where governmental or health regulations ban or restrict mass gatherings, and the Display is cancelled, Contractor shall retain the 50% payment previously received from Customer as liquidated damages and as payment for its costs incurred to date, to include design, insurance, preparation labor, and transportation.
- b. Should Customer elect to cancel the Display for any reason, Customer must provide Contractor with at least thirty (30) days' written notice by certified mail, return receipt, to Contractor's address as set forth above. In such event, Contractor shall retain all of the 50% payment previously received from Customer as liquidated damages and as payment for its costs incurred to date, to include design, insurance, preparation labor, and transportation.
- c. If the Customer does not provide Contractor with at least thirty (30) days' written notice as set forth herein, Customer shall pay Contractor the entire amount or one hundred percent (100%) of the agreed price for the Display as liquidated damages.
- d. Contractor acknowledges and agrees that all payments made by Customer are subject to the Customer's appropriation of funds for such payments in the budget year for which they are paid. Payments made by Customer to Contractor must be made solely from annual appropriations from the general funds of Customer. In the event that the Customer does not appropriate funds in any fiscal year for payments due under this Agreement, Customer shall not be liable for any payment to Contractor, and Customer shall have the right to terminate this Agreement immediately upon written notice to the Contractor, said notice to occur on or before October 15 of any such year.

IV. SECURITY AREA: Customer agrees to furnish sufficient space for Contractor's safe and proper performance of the Display, said space and Contractor's subsequent work to be in strict compliance with the National Fire Protection Association ("NFPA"), and specifically NFPA 1123-2014, which sets out the "Security Area." Customer shall provide adequate security protection to preclude unauthorized persons from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" means anyone other than Contractor's employees or persons specifically assigned by Customer, including law enforcement and 1st responders, all of whom the Customer shall list on a document to be exchanged with Contractor. To the extent allowed by law, any claim arising from injury to unauthorized persons occurring within the security area are the sole responsibility of the Customer. To the extent allowed by law, Customer agrees to hold Contractor harmless from any such claim.

V. SITE CLEANUP: Contractor shall be responsible for basic cleanup of the security area including policing of the fallout zone for any unexploded ordinance and removal of all large paper debris, wood, wire, foil, racks, mortars, and firing equipment used in the setup for the Display.

VI. INDEMNIFICATION, HOLD HARMLESS, AND INSURANCE COVERAGE: CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD CUSTOMER HARMLESS FROM ALL CLAIMS AND SUITS MADE AGAINST CUSTOMER IN CONJUNCTION WITH THE DISPLAY. CONTRACTOR SHALL PROVIDE LIABILITY INSURANCE COVERAGE IN THE AMOUNT OF \$5,000,000.00 FOR BODILY INJURY AND PROPERTY DAMAGE, \$5,000,000.00 IN AUTOMOBILE LIABILITY, PLUS WORKER'S COMPENSATION INSURANCE FOR ALL ITS EMPLOYEES. THIS INDEMNITY AND INSURANCE COVERS THE OPERATIONS OF CONTRACTOR ONLY AND DOES NOT EXTEND TO ANY OTHER ASPECT OF THE EVENTS AT WHICH THE DISPLAY SHALL BE HELD. CONTRACTOR SHALL LIST THE CUSTOMER (CITY) AND ITS SPONSORS AS ADDITIONAL INSURED ON ITS INSURANCE POLICIES. SHOULD CUSTOMER FAIL TO PERFORM ITS OBLIGATIONS AS SET FORTH HEREIN, CUSTOMER AGREES, TO THE EXTENT ALLOWED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD CONTRACTOR HARMLESS FROM ALL CLAIMS AND SUITS MADE AGAINST CONTRACTOR IN CONJUNCTION WITH THE DISPLAY.

VII. VENUE: This Agreement shall be governed by the laws of the State of Texas. It is agreed that any court of competent jurisdiction within Kerr County, Texas shall be proper venue for any action. Should such action be brought to enforce or interpret the terms or provisions of this Agreement, each party shall bear its own attorney fees and costs.

VIII. LEGAL RELATIONSHIP BETWEEN PARTIES: Nothing in this Agreement shall be construed as forming a partnership, joint venture, agency, or any form of legal relationship, other than contractual, between Contractor and Customer. Neither party shall be held responsible for any Agreements or obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.

IX. COMPLIANCE WITH LAWS: Contractor shall at all times during the performance of its obligations under this Agreement comply with all applicable federal, state, and local laws, ordinances, and regulations related to the storage, possession, use and conduct of a public fireworks display.

X. COMPLETE AGREEMENT. This Agreement constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings, both oral and written, between the parties with respect to such matters. No change or amendment may be made to this Agreement except by an instrument in writing signed by each of the parties.

XI. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to

the parties and may be used in lieu of the original Agreement for all purposes. This Agreement and all the rights and powers granted by this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, we set our hands and seals to the Agreement in duplicate the day and year first above written.

CITY OF KERRVILLE, TEXAS

MAGIC IN THE SKY, LLC

By: _____
Mark McDaniel, City Manager


By: _____
Jacob J. Dell, President

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



William L. Tatsch, Asst. City Attorney

Ashlea Boyle, Parks & Recreation Director

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**CITY OF KERRVILLE
PARKS AND RECREATION DEPARTMENT**

REQUEST FOR PROPOSALS

**FOURTH OF JULY AND KERRVILLE RIVER FESTIVAL CELEBRATIONS
PYROTECHNIC DISPLAY**

RFP # 2021-01

RFP ISSUE DATE:

Tuesday, April 28, 2021

SUBMITTAL DEADLINE:

Friday, May 14, 2021 at 3:00 p.m.



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ATTACHMENTS

Form 1 – Submittal Cover / Signature Sheet

Form 2 – Submittal Checklist

Form 3 – Deviation or Compliance

Form 4 – Demonstration of Experience

Form 5 – Litigation Disclosure



City of Kerrville Fourth of July and Kerrville River Festival Celebrations Pyrotechnic Display

I. Background

This project will consist of a turn-key fireworks display for the City of Kerrville's (City) 4th of July, and Kerrville River Festival celebrations in Louise Hays Park at 202 Thompson Drive in Kerrville, Texas.



II. Scope of Work

This Request for Proposals ("RFP") is a solicitation process, which is expected to culminate in a negotiated agreement between the City of Kerrville, Texas ("Kerrville"), and a qualified pyrotechnic company to provide a fireworks display for the annual Fourth of July and Kerrville River Festival Celebrations.

Proposers are to propose a design, supply, installation, and execution of a turn-key pyrotechnic display for the Fourth of July, and the Kerrville River Festival celebrations in Kerrville, Texas. This formal proposal will be for a three-year period, 2021-2023.

Funding is subject to approval by the Kerrville City Council each year and being awarded the proposal does not guarantee said funding beyond 2021.

Note: The Kerrville River Festival dates may vary per year.



Vendor to include the following provisions in the proposal:

- Provide an itemized list of shell sizes, quantities, types, and prices with a minimum of 3" (three inch) shell size, and maximum of 5" (five inch) shell size to be electronically and continuously fired for a cost not to exceed \$12,000.00 per year for the Fourth of July Celebration, and not to exceed \$5,000.00 for the Kerrville River Festival celebration.
- Cake shots are not permitted. Display shall be subject to the NFPA 1123 standard and the edition that is currently adopted by the Texas State Fire Marshal's Office and Fire Department approval. All shells must be aerial shells. Low level or ground effects will not be accepted.
- Provide an additive alternate to include a display choreographed to patriotic music with the same aforementioned specifications and including the song play lists, for the Fourth of July only.
- Electronically fire a fifteen-minute display at approximately 9:30 p.m. CST on July 4th and or the designated event day, weather permitting. Rain out date will be July 5th at approximately 9:30 p.m. CST.
- Electronically fire a ten to fifteen-minute display at approximately 9:30 p.m. CST on Kerrville River Festival (dates may vary per year), weather permitting. Rain out date will be the following day, after the original event date, at approximately 9:30 p.m. CST.
- In order to keep the show exciting, the display must be continuous without periods of delay. If the time requirements are unreasonable for this purpose, please include your recommendation on Form 3.
- Obtain any state, city or other license permits required to execute the display.
- The contractor that is selected will be responsible for supplying fireworks and ancillary equipment and services to produce the Display, as well as providing the necessary personnel for the security, set-up, maintenance, safety measures, production, cleanup of debris or unused materials, and tear down of ancillary equipment used in connection with the Display
- Contractor shall at all times during the setup, firing and dismantling of equipment of the fireworks display shall possess in full force and effect, general liability or other appropriate insurance policies in amounts of not less than \$1 million, combined single limit.
- References of similar displays including date of display and contact information.

The City of Kerrville Will Provide to the Vendor:

- Safe and secure firing site at Louise Hays Park, 202 Thompson Drive.
- Adequate fire protection for the fireworks display.
- Sufficient clearance surrounding the display area and restricted access to firing location and surrounding area to meet the City of Kerrville Fire Department approval.
- In the event of cancellations for July 4th and July 5th, and / or the Kerrville River Festival date and the date after, due to inclement weather, the City of Kerrville **will not** be responsible for remitting payment for the balance.



- Invoices will be required for payment to be remitted.
- Pursuant to receiving invoices, the payment schedule will be as follows:
 - 2021: 50% to be paid on or around June 1st and 50% to be paid upon conclusion of the displays.
 - 2022: 50% to be paid on or around June 1st and 50% to be paid upon conclusion of the displays.
 - 2023: 50% to be paid on or around June 1st and 50% to be paid upon conclusion of the displays.

III. Site Visit

An optional site visit will be held on Monday, May 3, 2021 at 3:00 p.m. for any vendor that is interested in viewing the site in Louise Hays Park, 202 Thompson Drive where the display will occur. Proposers should notify the Parks and Recreation Director in writing of their intent to attend. If staff does not hear from any proposers, the site visit will not occur.

IV. Schedule of Events

The following tentative schedule has been prepared for this study:

Advertised (2)	Wednesday, April 28, 2021 Wednesday, May 5, 2021
Deadline for Submission of Written Questions	Friday, May 7, 2021 at noon
RFP Submittal Due	Friday, May 14, 2021 at 3:00 p.m.
Interviews (if necessary)	TBD
Award Date	TBD

V. Submittal Requirements

The City shall conduct a comprehensive, fair and impartial evaluation of all submittals received in response to this RFP. City may appoint a selection committee to perform the evaluation. Each submittal shall be analyzed to determine overall responsiveness and qualifications under the RFP. Respondents shall be aware the City may choose not to select any of the submitting Respondents to perform the scope of work of the project outlined in this RFP. If City elects to conduct interviews following its evaluation of the submittals received, selected Respondent shall be interviewed and re-scored, based upon these same criteria or additional criteria to be determined by the selection committee.

Respondent's **Submittal** shall include the following items in the following sequence:



- A. **SUBMITTAL COVER / SIGNATURE SHEET (Form 1)** – Respondent shall include the completed Submittal Cover / Signature Sheet with its submittal. The Submittal Cover / Signature Sheet shall be signed by a person authorized to bind Respondent and the entity submitting the response. Submittals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority. Joint ventures submittals require signatures from all firms participating in the joint venture. Submitting joint ventures are required to provide legal proof of the joint venture, such as a joint venture agreement, as an attachment to Respondent's submittal.
- B. **SUBMITTAL CHECKLIST (Form 2)** – Respondent shall complete this form, which shall be used as the checklist for Respondent's submittal.
- C. **PRICING** – Respondent shall include the total cost for a **turn-key** project as specified in this RFP with itemized detail for the following events.

July 4th Celebration
Kerrville River Festival

- D. **DEVIATION OR COMPLIANCE (Form 3)** – Respondent shall complete and submit the deviation or compliance form.
- E. **STATEMENT OF QUALIFICATIONS** – Respondent shall provide a narrative clearly addressing their qualifications for the project, and acknowledgment of project scope.
- F. **DEMONSTRATION OF EXPERIENCE (Form 4)** – Respondent shall complete and submit the demonstration of experience form.
- G. **LETTERS OF REFERENCE** – Respondent shall provide a maximum of three (3) letters of reference on a similar project completed during the past five (5) years. Reference letter must also include a summary of the project scope, price, contact name and information.
- H. **LITIGATION DISCLOSURE FORM (Form 5)** – Respondent shall complete a Litigation Disclosure form, utilizing additional pages for explanation, if necessary, and submit the completed form in Respondent's Submittal. If Respondent is proposing as a team or joint venture, each party to that team or joint venture shall complete and submit a separate Litigation Disclosure Form with Respondent's Submittal.
- I. **PROOF OF INSURABILITY** – Respondent shall submit a copy of its current insurance certificate.



- J. **ACKNOWLEDGEMENT OF TEC FORM 1295 REQUIREMENT FOR SELECTED FIRM** – Effective January 1, 2016, the City of Kerrville is required to comply with Texas Government Code, Chapter 2252, Subchapter Z, Section 2252.908 (hereafter referred to as “the Code”). The Code states City shall not enter into a contract with a business entity unless and until the business entity has submitted a Certificate of Interested Parties (hereafter referred to as “Form 1295”) to City for filing with the Texas Ethics Commission (hereafter referred to as “TEC”). The Form 1295 requirement imposed upon the City applies to all contracts:

- a. having a value greater than \$50,000;
- b. requiring Kerrville City Council approval; and/or
- c. renewals, extensions or amendments requiring the approval of the Kerrville City Council

TEC has made available on its website the new filing application that must be used by Respondent to file its Form 1295 with City. Form 1295 must be completed on-line by the business entity **FOR THE SELECTED FIRM ONLY**.

It is accessible at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

As a result of this new requirement imposed upon City by the Code, City is requiring all Respondents on each project to be familiar with Form 1295.

City shall review Form 1295 as part of the Minimum Requirements Review performed upon all proposals received. Deficiencies in or missing Form 1295 shall not be a disqualifying error. Instead, City shall notify a Respondent of any requirements to cure the deficiency and / or to submit / re-submit Form 1295 within two (2) days of notice to remain eligible to be considered for a contract award. City may include the selected Respondent’s Form 1295 in its package prepared for the Kerrville City Council’s consideration for contract award.

VI. Evaluation Criteria

- Understanding of the Project Scope, Related Experience, Qualifications, References – 45 Points
- Pricing – 45 points
- RFP Response – 10 points

VII. Submission Instructions

Respondent shall submit the following all in a sealed package, with the Submittal clearly marked on the front of the package **“RFP: Fourth of July and Kerrville River Festival**



Celebrations Pyrotechnic Display”. Submittals received by facsimile or e-mail will not be accepted.

- a. one (1) original unbound submittal signed in ink and;
- b. one (1) electronic copy of the entire submittal in an Adobe PDF format on a flash drive or the like.

All submittals shall be received in the City Secretary’s Office according to the date and time listed in the schedule of events.

Physical Address:

City Secretary’s Office
City of Kerrville
701 Main Street
Kerrville, Texas 78028

A response to this solicitation shall be complete, well organized, professional, and clearly marked. Adherence to the criterion is critical; each page side (maximum 8 1/2” x 11”) with criteria information shall be counted. Font shall be Arial or Calibri size 12. Each submittal shall include the sections and attachments in the sequence listed in the Submittal Checklist (Form 2) with labeled tabs. Failure to meet the above conditions may result in disqualification of Respondent’s proposal.

Unnecessarily elaborate brochures, artwork, bindings, visual aids, or other materials beyond which is sufficient to present a complete and effective submission are discouraged. Electronic files, websites or URLs shall not be included as part of the proposal, other than what is specified above. Three-ring binders are not permitted.

VIII. Amendments to RFP

Changes, amendments or written responses to questions received, in compliance with Restrictions on Communication section below, may be posted on City’s website at www.kerrvilletx.gov. It is the Respondent’s responsibility to review this website and ascertain whether any amendments have been made to this RFP, prior to Respondent’s submission of a proposal.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP and changes to the RFP – if any – shall be made only in writing.

IX. Restriction on Communications



Upon release of this RFP solicitation, Respondent is prohibited from communicating with City staff regarding the RFP or its submittal, with the following exceptions:

Respondent is prohibited from communicating about this project with elected City officials, City staff, or City employees regarding the RFP or Respondent's submittal from the time the RFP is released until the contract is posted as a City Council agenda item. These restrictions extend to "thank you" letters, phone calls, e-mails, and any contact resulting in the direct or indirect discussion of this RFP and / or submittal submitted by Respondents. Violation of this provision by Respondent and / or its agent(s) may lead to disqualification of Respondent's submittal from consideration. Exceptions to the restrictions on communication with City employees include:

- Respondent may ask questions concerning this RFP through proper, identified channels listed in this RFP.
- Respondent may submit written questions by e-mail, only, concerning this RFP to the staff contact person listed in the address below until **by the date and time listed in the schedule of events**. Questions received after the stated deadline shall not be answered. Staff will not respond to inquiries via phone call, in person, or means other than via e-mail.

All questions are to be sent to:

Ashlea Boyle
Director of Parks and Recreation
City of Kerrville
ashlea.boyle@kerrvilletx.gov

X. Award of Contract and Reservation Rights

City reserves the right to award or not award a contract in response to this RFP.

- A. A contract, if awarded, shall be awarded to the selected Respondent(s) whose submittal is deemed most advantageous to City, as determined by the selection committee and upon approval by the Kerrville City Council.
- B. City reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, reissue a subsequent solicitation and / or remedy technical errors in the RFP process.
- C. City shall require the selected Respondent to execute a contract with City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance and submittals as required in



this RFP and the contract. Contract documents are not binding until approved by the Kerrville City Council and signed by the City Manager. In the event the parties cannot negotiate and execute a contract within the time specified by City, City reserves the right to terminate negotiations with that selected Respondent and commence negotiations with another Respondent.

- D. This RFP does not commit City to enter into a contract or award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a response or in anticipation of a contract.
- E. Conflicts of Interest: Respondent acknowledges it is informed the City prohibits a City officer or employee from having a financial interest in any contract with City or any City agency.
- F. Independent Contractor: Respondent agrees and understands, if selected, it and all persons designated by it to provide services in connection with a contract, is, are and shall be deemed to be an independent contractor(s), is / are responsible for its / their respective acts or omissions, City shall in no way be responsible for Respondent's actions and none of the parties hereto shall have the authority to bind the other(s) or to hold out to third parties it / they has / have such authority.
- G. All submittals become the property of City upon receipt and shall not be returned. Any information deemed to be confidential by Respondent should clearly be noted on the page(s) where confidential information is contained; however, City cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law or pursuant to a Court order.
- H. Any cost or expense incurred by Respondent associated with the preparation of its submittal, or incurred during any phase of the selection process shall be borne solely by Respondent.
- I. City reserves the right to verify any and all information submitted by Respondents at any time of the solicitation / evaluation process.
- J. Final approval of a selected firm may be subject to the action of the Kerrville City Council.
- K. City reserves the right to contact any Respondent to negotiate a contract, if such contact is deemed desirable by City.

XI. Additional Information

Local Government Code 252.022 specifically exempts contracts for professional services from the competitive bidding requirements. The Professional Services Procurement Act states that



a City may not use traditional competitive bidding procedures to obtain the services of architects, engineers, certified public accountants, land surveyors, physicians, optometrists or state-certified real estate appraisers. If the professional services desired by the City do not fall under the Professional Services Procurement Act, state law permits the services to be obtained with or without the use of competitive bidding, as the City desires.

Fees must be fair and reasonable, consistent with and not in excess of published recommended practices and fees of applicable professional organizations, and not in excess of any maximums specified by state law. The Professional Services Procurement Act specifies that when obtaining architectural, engineering, or land surveying services, the City must first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and then attempt to negotiate a contract with that provider at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the City must formally end negotiations with that provider, select the next most highly qualified provider, and attempt to negotiate a contract with that provider at a fair and reasonable price. The City must continue this process to select and negotiate with providers until a contract is entered into.

To correctly submit a response to this RFP, Respondent shall reveal, disclose and state the true and correct name of the individual, proprietorship, corporation and / or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any) submitting the response. No nick-names, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" shall be accepted in lieu of the full, true and correct legal name of the entity. The true and correct name shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.



Appendix A
Proposal Overview

Attach an itemized list of shell sizes, quantities, types, and prices for each.

Section A – Vendor Information		
Name of Vendor:		
Contact Person:		
Job Title:		
Mailing Address:		
City, State, Zip:		
Contact Phone #:		
Email Address:		
Has Your Company Provided a Fireworks Display for the City of Kerrville Before? If yes, list year(s) of show(s).		
Section B – Display Totals		
	Fourth of July Celebration	Kerrville River Festival
Quantity of 3" Shots:		
Quantity of 4" Shots:		
Quantity of 5" Shots:		
Total Quantity of Shots:		
Total Price:		

Completed by:

Printed Name

Job Title

Signature

Date



Appendix A
Proposal Overview

Attach an itemized list of shell sizes, quantities, types, and prices for each.

Section A – Vendor Information		
Name of Vendor:	Magic in the Sky, LLC	
Contact Person:	Jacob J Dell	
Job Title:	President	
Mailing Address:	26926 Hardy Run	
City, State, Zip:	Boerne, TX 78015	
Contact Phone #:	210-267-5371	
Email Address:	jacob@magicinthesky.com	
Has Your Company Provided a Fireworks Display for the City of Kerrville Before? If yes, list year(s) of show(s). <p style="text-align: center;">Yes: 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019</p>		
Section B – Display Totals		
	Fourth of July Celebration	Kerrville River Festival
Quantity of 3" Shots:	600	252
Quantity of 4" Shots:	232	108
Quantity of 5" Shots:	232	108
Total Quantity of Shots:	1,064	468
Total Price:	11,979.42	4,898.79

Completed by:

Jacob J Dell

Printed Name

Jacob J Dell

Signature

President

Job Title

05/10/2021

Date





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

SUBJECT: Professional Services Agreement with Rock Engineering & Testing Laboratory, Inc. for the 2021 Reconstruction Streets project in the amount of \$78,000.00.

AGENDA DATE OF: May 25, 2021

DATE SUBMITTED: May 14, 2021

SUBMITTED BY: Kyle Burow

EXHIBITS: [20210525_Contract_Rock Testing_2021 Reconstruction Streets.pdf](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$78,000.00	\$5,322,785.36	\$8,500,000.00	70-7000-5100, Project #70-19011

PAYMENT TO BE MADE TO: Rock Engineering & Testing Laboratory, Inc.

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

SUMMARY STATEMENT:

As part of the adopted FY2019 budget, 6S Engineering, Inc. was hired to update the Pavement Master Plan and reassess the current street conditions and maintenance practices. The 6S Engineering, Inc. team evaluated the current street condition assessment gathered for each street segment to analyze the deterioration estimates based on the effectiveness of the current street repair methods and degradation of street segments compared to the initial report, combined multiple street segments to minimize construction costs, and reevaluated the prioritization of streets. The prioritization of all streets were based on PCI, Ride Condition Index (RCI), and Roadway Classification (i.e. Collector, Residential). Additionally, the streets with anticipated full reconstruction needs were further prioritized based on vehicular usage, utility conflicts, and other upcoming construction conflicts (private development projects). Upon completion of the analysis, 6S

Engineering, Inc. developed a 10-year maintenance plan to assist with future budgeting and maintenance methods to be adopted by City Council. In August 2019, City Council authorized the issuance of \$10.5 million in Certificates of Obligation for street and drainage improvements based on identified full depth reconstruction repair projects. The initial list of reconstruction streets was presented and confirmed by City Council in October 2019.

In November 2019, 6S Engineering was hired to complete the bid documents, assist in the bid process, and assist in the construction management of the Priority Group #1 streets. The reconstruction of the Priority Group #1 streets was split into two groups to accommodate utility relocation and other conflicts. The first group of street reconstruction streets concluded in December 2020. 6S Engineering, Inc. completed the construction bid documents for the second group of Priority #1 streets and the project was placed for advertisement in early 2021. The bid opening was held in March 2021 and City Council authorized the contract with the low bidder, Alamo City Constructors, Inc. This work will include streets located primarily in the Doyle neighborhood and include W. Barnett, McFarland, Remschel, Barnett, Wallace, Cottage, and Hillside. In addition, several of these streets will also have multi-use paths installed, per the community direction received and adopted in the Doyle Area Plan.

The construction to be completed by Alamo City Constructors, Inc. will have quality control testing performed by Rock Engineering & Testing Laboratory, Inc. to ensure compliance with City project specifications. The scope for Rock Engineering & Testing Laboratory, Inc. to be performed on the project will consist of compaction testing for each roadway in addition to concrete testing for driveway replacement, new curb and gutters, and sidewalks.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute the professional services agreement with Rock Engineering & Testing Laboratory, Inc.



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

March 23, 2021

City of Kerrville
701 Main Street
Kerrville, Texas 78028

Attention: Charles Durr

**SUBJECT: PROPOSAL TO PERFORM CONSTRUCTION MATERIALS TESTING
KERRVILLE 2021 STREET RECONSTRUCTION PROJECT
KERRVILLE, TEXAS
RETL Proposal Number: SCP032221C**

Dear Mr. Durr,

Introduction

As requested, Rock Engineering and Testing Laboratory, Inc. (RETL) is pleased to provide this proposal to perform the Construction Materials Testing for the proposed Kerrville 2021 Street Reconstruction Project to be constructed throughout Kerrville, Texas. This proposal contains our unit rates and an estimated testing budget. It is understood that RETL has been selected by the City of Kerrville to perform these services based on our qualifications and experience in the Kerrville area.

Unit Rates

The type of field and laboratory tests and inspections that may be required on this project and the associated unit fees are as follows:

- Atterberg Limits - \$75.00 each
- Proctors - \$250.00 each
- Sieve Analysis - \$75.00 each
- Minus #200 Sieve - \$45.00 each
- Soil/Asphalt Compaction Test - \$40.00 each
- Set of 5 Concrete Test Cylinders - \$250.00 per set
- HMAC Core Thickness & Density - \$250.00 per set (2 cores per set)
- HMAC Full Series - \$600.00 each (lab density, sieve, AC content, specific gravity)
- Engineering Technician - \$60.00 per hour (observations and standby time)
- Senior Engineering Technician - \$75.00 per hour (asphalt observations)
- Professional Engineer (PE) - \$150.00 per hour (special inspections)
- Transportation Charge - \$150.00 each
- Project Setup Fee - \$100.00 lump sum

ROCK ENGINEERING & TESTING LABORATORY, INC.
10856 Vandale St. • San Antonio, Texas 78216
OFFICE: (210) 495-8000 • FAX: (210) 495-8015 • www.rocktesting.com

A minimum of 3 compaction tests will be billed each time this service is requested, and the compaction test fee includes the technician time, equipment, and reporting. The fee for a set of concrete test cylinders includes the technician time up to 1-hour onsite, sampling equipment, casting, curing, testing specimens, and reporting the test results. One hour of technician time will be bill for on-site soil or HMAC sampling. Standard work hours are from 8:00 a.m. to 4:00 p.m., Monday through Friday. Weekend or work outside of standard work hours will be billed at an overtime rate of \$90.00 per hour, in addition to the per test rate. Professional Engineer (PE) for requested inspections and site meetings will be billed at a 2-hour minimum rate. The transportation charge includes the technician travel time and all vehicle charges.

Estimated Budget

Based on the project information provided to RETL, the project will include reconstruction of nine (9) roadways throughout the city. The new roadway sections are anticipated to consist of compacted subgrade, flexible base and/or Type B HMAC and Type D HMAC. It is anticipated that each roadway will be constructed individually and in multiple phases. In addition, concrete driveways, curbs, valley gutters, sidewalks and elevated sidewalks will be reconstructed, and one section of storm drain will be installed along one roadway. RETL estimates the following quantities of testing for the project:

- Atterberg Limits = 4 each (utility backfill & base)
- Proctors = 4 each (utility backfill & base)
- Sieve Analysis = 4 each (utility backfill & base)
- Compaction Test = 628 each (roadways base/HMAC & utility backfill)
- Set of 5 Concrete Test Cylinders = 26 sets (driveways, curbs, valley gutters, sidewalks & elevated sidewalks)
- Technician = 32 hours (proof roll, rebar & site observations)
- Senior Technician = 158 hours (asphalt observations)
- Professional Engineer = 12 hours (project management & report review)
- Transportation Charge = 194 each

Using the applicable unit rates, the estimated testing budget is on the order of \$78,000.00. The total fee does not include any retests, overtime work, standby time, roadway subgrade in-place density testing, asphalt cores or asphalt full series testing. The total fee will be dependent on the number of tests performed, and number of trips made to the site.

Limitations

Services provided by RETL under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

The Parties to this agreement agree that if any claim is made that RETL failed to comply with any term of this agreement or that it failed to perform its work and/or duties under this agreement properly, the client, upon proof that there was some failure to comply or some mistake in the performance of the work, shall not be entitled to recover any sum greater than the amount paid by the client to RETL for the services performed by RETL.

Closing

RETL looks forward to providing the construction materials testing during the construction phase of this project. Copies of the construction materials testing reports will be delivered to the client via email. A hard copy of the construction materials testing reports will be available through the mail only if explicitly requested by the client. If there are any questions, or if we can be of assistance, please contact our office.

Sincerely,



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

ACCEPTED AND APPROVED

By: _____

Date: _____



Nathan Ruckstuhl, P.E.
CMT Project Manager

Project Information Sheet

1. Project Manager _____
2. Telephone No. _____ Email address _____
3. Your Project No. _____ Purchase Order No. _____
4. Report Distribution (electronically):
 - () Company: _____
Attn: _____
Email: _____
 - () Company: _____
Attn: _____
Email: _____
 - () Company: _____
Attn: _____
Email: _____
5. Invoicing Address: _____

Attn: _____
6. Site Contact: _____ Telephone No.: _____
Email: _____



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

SUBJECT: Resolution No. 22-2021. A Resolution authorizing the waiver of fees regarding public safety staffing and other applicable fees for the Kerrville Chalk Festival scheduled to be held October 16-17, 2021, in Peterson Plaza.

AGENDA DATE OF: May 25, 2021

DATE SUBMITTED: May 12, 2021

SUBMITTED BY: Ashlea Boyle

EXHIBITS: [20210525_Resolution_22-2021 Waiver Public Safety staffing fees at Kerrville Chalk Festival 10-17-21.pdf](#)
[20210525_Chalk Request Letter to Waive Fees.pdf](#)

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

PAYMENT TO BE MADE TO: N.A

Kerrville 2050 Item?	Yes
Key Priority Area	D - Downtown Revitalization
Guiding Principle	D4. Encourage and program Downtown public events and create more gathering places that promote and enhance Downtown as an arts, culture and music center
Action Item	D4.3 - Partner with Downtown stakeholders and others to program more Downtown events (art, music, recreation, Farmers Market, special interests) to attract greater public and visitor traffic

SUMMARY STATEMENT:

Pursuant to a request from The Cailloux Foundation, a resolution has been prepared for waiving fees for the Kerrville Chalk Festival event to be held October 16-17, 2021 in Peterson Plaza. The resolution includes waiving fees for staff time, security, and permit fees such as special event permit, temporary food permit, and tent / structure permits. The total value of this request is estimated at \$3,236. The total value may vary depending on the number of food vendors and tents.

A resolution authorizing the waiver of these fees, should City Council choose to do so, is attached. The fees for this event have been waived by City Council since 2015.

RECOMMENDED ACTION:

Adopt Resolution No. 22-2021 as presented.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 22-2021**

**A RESOLUTION AUTHORIZING THE WAIVER OF FEES
REGARDING PUBLIC SAFETY STAFFING AND OTHER
APPLICABLE FEES FOR THE KERRVILLE CHALK FESTIVAL
SCHEDULED TO BE HELD OCTOBER 16-17, 2021, IN PETERSON
PLAZA**

WHEREAS, organizers of the Kerrville Chalk Festival (the "Event") plan to hold the Event for the sixth year; and

WHEREAS, the Event is scheduled to be held on October 16-17, 2021, in Peterson Plaza; and

WHEREAS, the organizers have requested that the City provide in-kind police services provided by the Kerrville Police Department ("KPD") during the Event, to include overnight security; and

WHEREAS, KPD has previously provided such services for the Event and estimates that this year's costs for the same services is approximately \$2,560.00; and

WHEREAS, the organizers also seek waivers from the payment of fees for the City's special event permit, temporary event permit, and tent/structure permits; and

WHEREAS, City Council determines that waiving the City's public safety staffing fees for the Event and other applicable fees all of which are estimated to be valued at \$3,236.00, is an appropriate use of public funds as it will help ensure a safe and enjoyable activity that further promotes the City;

**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 authorizes a waiver of the City's public safety staffing fees and other applicable fees in an amount up to \$3,236.00, such fees as set out within the City's Fee Schedule, and relating to the October 16-17, 2021, Kerrville Chalk Festival.

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

Bill Blackburn, Mayor

APPROVED AS TO FORM:

ATTEST:



William L. Tatsch, Assistant City Attorney

Shelley McElhannon, City Secretary



April 6, 2021

Mrs. Ashlea Boyle
City of Kerrville-Director of Parks and Recreation
2385 Bandera Highway
Kerrville, Texas 78028

Dear Ashlea,

The Kerrville Chalk Festival is a celebration of art, family and community in downtown Kerrville. The sidewalks of Peterson Plaza transform into a festive canvas for local and guest artists from around the state. Festival attendees watch as large-scale chalk murals are created before their eyes. Add live music, an interactive children's zone, as well as food vendors, downtown shops and eateries, and you have the setting for an amazing experience. Festival proceeds benefit Schreiner University Visual Arts Department.

The Cailloux Foundation respectfully requests that security fees are waived and that the Kerrville Police Department provide for the following:

- **A minimum of two officers onsite daily on October 16 and 17; between the hours of 9am – 5pm.**
- **One officer onsite on the evenings of October 16 and 17; between the hours of 5pm - 9am.**

Anticipated attendance is 10,00 00 people over the course of the two-day event. Security is needed for the safety of all persons, equipment, tents, merchandise and artwork that will be onsite the entire weekend.

Your support will provide our community with a dynamic art event to boost tourism, increase local economic development and free entertainment as well as direct support to the Kerrville Public School Foundation.

Visit kerrvillechalk.org, email info@kerrvillechalk.org, or please call Ms. Katharine Boyette at (830) 895-5222 with any additional questions you may have.

Thank you again for your thoughtful consideration of this request.

Sincerely,

Katharine Boyette
Festival Director
The Cailloux Foundation



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

SUBJECT: Resolution No. 23-2021. A Resolution authorizing the use of internal combustion engines on Nimitz Lake upstream of the City's impoundment dam for the Kerrville Triathlon and the safety of competitors.

AGENDA DATE OF: May 25, 2021

DATE SUBMITTED: May 14, 2021

SUBMITTED BY: Ashlea Boyle

EXHIBITS: [20210525_Resolution_23-2021 Use of internal combustion engines on Nimitz Lake for Kerrville Triathlon 9-27-21.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?	Yes
Key Priority Area	P - Parks / Open Space / River Corridor
Guiding Principle	P8. Provide recreational opportunities for people of all ages and abilities, both residents and tourists
Action Item	P8.5 - Facilitate or expand more City activities around the river, especially during cooler times of the year

SUMMARY STATEMENT:

The 10th annual Kerrville Triathlon Festival produced by High Five Events of Austin, Texas will be held September 25-26, 2021. The event will again consist of a sprint, quarter, and half ironman distance triathlon. The swimming portion of the triathlon will be in the Guadalupe River with the start and finish at the northern end of Guadalupe Street. This will require use of a watercraft equipped with internal combustion engines for course preparation (placement of buoys) as well as monitoring and potential rescue of distressed swimmers.

Chapter 118 Article II Water Impoundment of the Kerrville Code of Ordinances Section 118-34 (4) allows the operation of watercraft equipped with internal combustion engine when it is engaged in an activity that has been authorized by resolution of the city council.

RECOMMENDED ACTION:

Adopt Resolution No. 23-2021 as presented.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 23-2021**

**A RESOLUTION AUTHORIZING THE USE OF INTERNAL COMBUSTION
ENGINES ON NIMITZ LAKE UPSTREAM OF THE CITY'S IMPOUNDMENT
DAM FOR THE KERRVILLE TRIATHLON AND THE SAFETY OF
COMPETITORS**

WHEREAS, Chapter 118 of the City Code of Ordinances (the "Code") regulates and prohibits certain activities on Nimitz Lake, the lake upstream of the City's impoundment dam (the "Lake"); and

WHEREAS, one of the prohibited activities is the operation of internal combustion engines on the Lake; and

WHEREAS, under the Code, City Council may authorize an exception to this prohibition by adopting a resolution authorizing an activity which requires the use of an internal combustion engine on the Lake; and

WHEREAS, the organizer of a triathlon to be held in Kerrville and who would like to use the Lake for the swimming portion of its competition, is seeking an exception to the prohibition against combustible engines so that the organizer may use boats with combustion engines to ensure the safety of competitors; and

WHEREAS, pursuant to this request and to promote and expand the recreational uses of the Lake, City Council hereby finds that a public purpose exists to authorize the use of internal combustion engines on the Lake;

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

SECTION ONE. City Council authorizes the use of internal combustion engines on the Lake, such authority subject to the following terms:

- a. the authority is granted to High Five Events, LLC, of Austin Texas, their agents, or representatives and no other person or group;
- b. the authority is valid from September 17, 2021, through September 27, 2021; and
- c. authority is limited to no greater than five (5) boats with such engines.

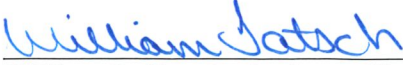
SECTION TWO. This Resolution and the authority granted hereby shall automatically expire and be revoked on September 30, 2021.

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

Bill Blackburn, Mayor

APPROVED AS TO FORM:

ATTEST:



William L. Tatsch, Assistant City Attorney

Shelley McElhannon, City Secretary



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

SUBJECT: Resolutions Regarding the Texas Department of Transportation's 2021 Transportation Alternatives (TA) Program Application. (Three items will be presented together.)

1.) Resolution No. 24-2021. A Resolution supporting the City of Kerrville's application to the Texas Department of Transportation's 2021 Transportation Alternatives (TA) Program call for projects. Kerrville Tom Daniels Elementary School.

2.) Resolution No. 25-2021. A Resolution supporting the City of Kerrville's application to the Texas Department of Transportation's 2021 Transportation Alternatives (TA) Program call for projects Kerrville Tally Elementary School.

3.) Resolution No. 26-2021. A Resolution supporting the City of Kerrville's application to the Texas Department of Transportation's 2021 Transportation Alternatives (TA) Program call for projects. Kerrville Hwy. 16 & Hwy. 98 Pedestrian & Traffic Improvements.

AGENDA DATE OF: May 25, 2021 **DATE SUBMITTED:** May 13, 2021

SUBMITTED BY: Megan Folkerts, Kyle Burow

EXHIBITS: [20210525_Resolution_XX EXAMPLE Transportation Alternatives grant appl to TxDOT.pdf](#)
[20210525_Resolution_24-2021 TxDOT sidewalks Tom Daniels Elementary.pdf](#)
[20210525_Resolution_25-2021 TxDOT sidewalks Tally Elementary.pdf](#)
[20210525_Resolution_26-2021 TxDOT Hwy 16 pedestrian and traffic improvements.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? Yes

Key Priority Area M - Mobility / Transportation

Guiding Principle M1. Promote a safe, reliable, sustainable and affordable transportation system

Action Item M1.4 - Explore a variety of options, including bonds, to fund the construction of needed transportation improvements

SUMMARY STATEMENT:

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

The City hired Kimley-Horn and Associates, Inc. to analyze pedestrian and traffic improvements along State Highway 16 (Sidney Baker) and Loop 98 (Thompson Drive) to prepare and submit the preliminary application. The initial scope of the project included a structural analysis of the Sidney Baker bridge spanning the Guadalupe River required by TxDOT and providing multiple conceptual options based on the analysis. Staff and the consultant coordinated with TxDOT staff to review the structural analysis and submitted the preliminary application for funding.

The initial project funding was \$10.5 million to be distributed across the entire State of Texas. A total of 190 preliminary applications from 127 unique entities, totaling more than \$230 million in funding requests were received. As a result of the submitted responses for the 2021 Call for Projects, TxDOT anticipates identifying up to \$45 million worth of federal funds to be allocated for these projects.

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

Additionally, the City submitted two additional preliminary applications that were also approved to proceed to the detailed application phase. These projects were previously submitted as part of the 2019 Safe Routes to School Call for Projects and identified as the Tally Elementary School application and the Tom Daniels Elementary School application.

The Tally ES scope included construction of sidewalks to fill in the gaps along both sides of Goat Creek Rd (FM 1338) from Smith Rd to Stephanie Rd as well as ADA compliant wheelchair ramps and connections to existing crosswalks with an estimated cost of \$528,000.

The Tom Daniels ES application included construction of a 6-ft wide sidewalk to fill in the gaps along both sides of Olympic Dr from the end of the existing road north of San Jacinto Dr to existing sidewalk at Tom Daniels Elementary School in addition to both sides of Singing Wind Drive from Deer Trail to Bridle Path; and constructing a 10-ft shared use path along the west side of Loop 534 (Veterans Hwy) from Legion Dr. to the future Olympic Drive extension near Tivy High School in Kerrville, TX. Pavement markings and 5-foot wide bicycle lanes with signage were to be included along Singing Wind. Crosswalks on Singing Wind will be relocated from mid-block to Bow & Singing Wind and at Olympic. The Tom Daniels ES project cost was estimated at approximately \$2.2 million. Each project will be revisited as part of the 2021 Call for Projects to be updated for pricing and construction project completion to date such as the opening of the Olympic Drive extension.

RECOMMENDED ACTION:

Authorize City Manager and Mayor to finalize and execute Resolution Nos. 24-2021, 25-2021, and 26-2021 to satisfy any necessary TxDOT application requirements.

A RESOLUTION SUPPORTING “[INSERT PROJECT SPONSOR NAME]’S”
APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION’S 2021
TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS

WHEREAS, the Texas Department of Transportation issued a call for projects in January 2021 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

[For projects located in a population area of 50,000 or less seeking TA funds:]

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The (Insert Project Sponsor name here) would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

[All project sponsors:]

NOW, THEREFORE, BE IT RESOLVED BY THE (governing body of the Project Sponsor) OF THE (Insert Project Sponsor name here) THAT: The (Project Sponsor) supports funding this project(s) as described in the 2021 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department’s 15% direct state cost for oversight, and the required local match, if any) and is willing to commit to the project’s development, implementation, construction, maintenance, management, and financing. The (Project Sponsor) is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

DULY PASSED by majority vote of all members of the (legislative body of the Project Sponsor) of the (Insert Project Sponsor name here) on the (calendar date) day of (calendar month), 2021.

(Print or type name of signatory 1)

(Print or type Name of signatory 2)

(Print or type Title of signatory 1)

(Print or type Title of signatory 2)

(Signatory 1)

(Signatory 2)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 24-2021**

**A RESOLUTION SUPPORTING THE CITY OF KERRVILLE'S
APPLICATION TO THE TEXAS DEPARTMENT OF
TRANSPORTATION'S 2021 TRANSPORTATION ALTERNATIVES
SET-ASIDE PROGRAM FOR FUNDS TO CONSTRUCT
INFRASTRUCTURE IMPROVEMENTS AROUND TOM DANIELS
ELEMENTARY**

WHEREAS, the Texas Department of Transportation ("TXDOT") issued a call for projects in January 2021 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside ("TA") Program; and

WHEREAS, the TA funds may be used for development of preliminary plans, specifications, and estimates; environmental documentation; and construction of pedestrian and/or bicycle infrastructure; and

WHEREAS, TA funds require a local match from the City, comprised of cash or Transportation Development Credits (TDCs), if eligible; and

WHEREAS, the City would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

WHEREAS, the development of the proposed improvements will be principally for transportation rather than purely recreational; and

WHEREAS, the development of the proposed improvements will contribute to a safe, contiguous, accessible, integrated walking, and/or bicycling network; and

WHEREAS, the development of the proposed improvement will benefit the general public; and

WHEREAS, City Council finds it to be in the public interest to approve the City's submission of an application to the TA program as specified above;

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

SECTION ONE. City Council authorizes the submission of an application for TA funding, such funding to be used by the City for infrastructure improvements around Tom Daniels Elementary (the "Project").

SECTION TWO. City Council agrees to comply with all assurances executed in connection with the application and, if funded, the terms of the award.

SECTION THREE. The City Manager is hereby authorized and directed to act on the City's behalf in all matters pertaining to this application, the award or funding, and an agreement as to the City's use of such funding for the Project.

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

Bill Blackburn, Mayor

APPROVED AS TO FORM:

ATTEST:



Michael C. Hayes, City Attorney

Shelly McElhannon, City Secretary

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**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 25-2021**

**A RESOLUTION SUPPORTING THE CITY OF KERRVILLE'S
APPLICATION TO THE TEXAS DEPARTMENT OF
TRANSPORTATION'S 2021 TRANSPORTATION ALTERNATIVES
SET-ASIDE PROGRAM FOR FUNDS TO CONSTRUCT
INFRASTRUCTURE IMPROVEMENTS AROUND TALLY
ELEMENTARY**

WHEREAS, the Texas Department of Transportation ("TXDOT") issued a call for projects in January 2021 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside ("TA") Program; and

WHEREAS, the TA funds may be used for development of preliminary plans, specifications, and estimates; environmental documentation; and construction of pedestrian and/or bicycle infrastructure; and

WHEREAS, TA funds require a local match from the City, comprised of cash or Transportation Development Credits (TDCs), if eligible; and

WHEREAS, the City would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

WHEREAS, the development of the proposed improvements will be principally for transportation rather than purely recreational; and

WHEREAS, the development of the proposed improvements will contribute to a safe, contiguous, accessible, integrated walking, and/or bicycling network; and

WHEREAS, the development of the proposed improvement will benefit the general public; and

WHEREAS, City Council finds it to be in the public interest to approve the City's submission of an application to the TA program as specified above;

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

SECTION ONE. City Council authorizes the submission of an application for TA funding, such funding to be used by the City for infrastructure improvements around Tally Elementary (the "Project").

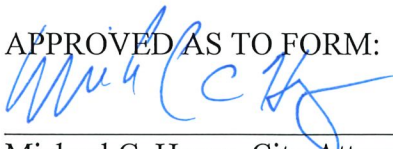
SECTION TWO. City Council agrees to comply with all assurances executed in connection with the application and, if funded, the terms of the award.

SECTION THREE. The City Manager is hereby authorized and directed to act on the City's behalf in all matters pertaining to this application, the award or funding, and an agreement as to the City's use of such funding for the Project.

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

Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelly McElhannon, City Secretary

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**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 26-2021**

**A RESOLUTION SUPPORTING THE CITY OF KERRVILLE'S
APPLICATION TO THE TEXAS DEPARTMENT OF
TRANSPORTATION'S 2021 TRANSPORTATION ALTERNATIVES
SET-ASIDE PROGRAM FOR FUNDS TO CONSTRUCT HIGHWAY
16 PEDESTRIAN AND TRAFFIC IMPROVEMENTS**

WHEREAS, the Texas Department of Transportation ("TXDOT") issued a call for projects in January 2021 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside ("TA") Program; and

WHEREAS, the TA funds may be used for development of preliminary plans, specifications, and estimates; environmental documentation; and construction of pedestrian and/or bicycle infrastructure; and

WHEREAS, TA funds require a local match from the City, comprised of cash or Transportation Development Credits (TDCs), if eligible; and

WHEREAS, the City would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

WHEREAS, the development of the proposed improvements will be principally for transportation rather than purely recreational; and

WHEREAS, the development of the proposed improvements will contribute to a safe, contiguous, accessible, integrated walking, and/or bicycling network; and

WHEREAS, the development of the proposed improvement will benefit the general public; and

WHEREAS, City Council finds it to be in the public interest to approve the City's submission of an application to the TA program as specified above;

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

SECTION ONE. City Council authorizes the submission of an application for TA funding, such funding to be used by the City for the Highway 16 Pedestrian and Traffic Improvement Project (the "Project").


SECTION TWO. City Council agrees to comply with all assurances executed in connection with the application and, if funded, the terms of the award.

SECTION THREE. The City Manager is hereby authorized and directed to act on the City's behalf in all matters pertaining to this application, the award or funding, and an agreement as to the City's use of such funding for the Project.

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

Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelly McElhannon, City Secretary

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

SUBJECT: Minutes for the City Council Canvass of the Election and City Council meeting held May 11, 2021.

AGENDA DATE OF: May 25, 2021

DATE SUBMITTED: Apr 27, 2021

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20210525_Minutes_Canvass of the Election and Regular meeting 6pm 5-11-21.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 Canvass of the Election and City Council meeting held May 11, 2021 at 6:00 p.m. at the Cailloux City Center.

RECOMMENDED ACTION:

Approve minutes as presented.

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
MAY 11, 2021**

On May 11, 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 Judy Eychner provided the invocation and led the Pledge of Allegiance.

COUNCILMEMBERS PRESENT:

Bill Blackburn	Mayor
Kim Clarkson	Mayor Pro Tem, Councilmember Place 2
Gary Cochrane	Councilmember Place 1 (departed seat at the bench 6:05 p.m.)
Roman Garcia	Councilmember Place 1 (commenced seat at the bench 6:10 p.m.)
Judy Eychner	Councilmember Place 3
Brenda Hughes	Councilmember Place 4

COUNCILMEMBER ABSENT: None

CITY EXECUTIVE STAFF:

Mark McDaniel	City Manager	Stuart Cunyus, Public Information Officer
E.A. Hoppe	Deputy City Manager	Kim Meisner, Exec Director Gen Ops
Mike Hayes	City Attorney	Drew Paxton, Chief Planner
Shelley McElhannon	City Secretary	

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.

1. COMMENDATION TO OUTGOING COUNCILMEMBER GARY COCHRANE.

Mayor Blackburn recognized Councilmember Gary Cochrane for his service as Councilmember Place 1.

Councilmember Cochrane departed seat at the bench at 6:05 p.m.

2. RESOLUTION(S).

2A. Resolution No. 21-2021. A Resolution canvassing the returns and declaring the results of the May 1, 2021 City General Election.

Shelley McElhannon read Resolution No. 21-2021 caption into record.

Councilmember Brenda Hughes moved to approve Resolution No. 21-2021 and Councilmember Eychner seconded. The motion passed 4-0.

3. OATHS OF OFFICE GIVEN BY THE HONORABLE ALBERT PATTILLO, PRESIDING JUDGE 216 DISTRICT COURT.

Judge Pattillo issued the oaths of office to the newly elected Councilmember Place 1 Roman Garcia, and re-elected Councilmember Place 2 Kim Clarkson.

Councilmember Roman Garcia commenced seat at the bench at 6:10 p.m.

4. CERTIFICATES OF ELECTION SIGNED AND ISSUED BY MAYOR BILL BLACKBURN.

Certificates of election were signed and issued by Mayor Blackburn for Councilmember Place 1 Roman Garcia, and Councilmember Place 2 Kim Clarkson

5. STATEMENTS BY ELECTED COUNCILMEMBERS.

Statements were made by newly and re-elected councilmembers:

Councilmember Place 1: Roman Garcia

Councilmember Place 2: Kim Clarkson

6. ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

7. PRESENTATIONS:

7A. Recognition and commendations for termed Parks Advisory Board members.

Mayor Blackburn presented commendation to termed Parks Advisory Board member Rose Bradshaw. Other members receiving commendations but not attending the meeting were Lisa Nye-Salladin, Jesse Olvera, and Greg Peschel.

8. VISITORS FORUM:

The following person signed up to speak but declined when called: Renee Lafaso.

9. CONSENT AGENDA:

Councilmember Eychner made a motion to approve the consent agenda with the correction and Councilmember Hughes seconded. It was noted that item 4B in the minutes from April 27, 2021 had a minor correction. The motion passed 5-0.

9A. Minutes for the City Council meeting held April 27, 2021.

END OF CONSENT AGENDA.

10. PUBLIC HEARING AND ORDINANCE(S), FIRST READING:

10A. Ordinance No. 2021-10, first reading. An Ordinance amending Chapter 60, Code of Ordinances, City of Kerrville, Texas; Chapter 60 more commonly known as the City's Zoning Code; by changing the zoning of a property known as 1555 Highway 173 and consisting of an approximate 7.158 acre tract of land out of the William C. Francis Survey No. 146, Abstract No. 137, and within the City of Kerrville, Kerr County, Texas; from an Agriculture District (AG) to a Multifamily Residential Zoning District (R-3); providing a cumulative clause; providing for severability; providing an effective date; and ordering publication.

Shelley McElhannon read Ordinance No. 2021-10 caption into record.

Drew Paxton and applicant Jeffery Tondre with Vickrey and Associates provided information and responded to questions.

Mayor Blackburn opened the public hearing at 6:33 p.m.

No one spoke.

Mayor Blackburn closed the public hearing at 6:33 p.m.

Councilmember Clarkson moved to approve Ordinance No. 2021-10 on first reading, and Councilmember Eychner seconded. The motion passed 5-0.

11. ITEMS FOR FUTURE AGENDAS:

- Senior Services Advisory Committee presentation on the AARP Age-Friendly Community designation (Eychner)

12. BOARD APPOINTMENTS:

12A. Appoint member to the Joint Airport Board, requested by Airport Board Manager Mary Rohrer.

Airport Board President Mark Mosier and Airport Board nominee John Major spoke. Councilmember Eychner moved to appoint the Airport Board's nominee John Major, and Councilmember Hughes seconded. The motion passed 5-0.

12B. Appointment of Mayor Pro Tem.

Councilmember Eychner made a motion to reappoint Councilmember Kim Clarkson as Mayor Pro Tem, and Councilmember Hughes seconded. The motion passed 5-0.

Councilmember Eychner made a motion the City Council adjourn into closed executive session under 551.074 (personnel/officers), and Councilmember Hughes seconded. The motion passed 5-0.

Mayor Blackburn recessed the meeting at 6:45 p.m., and reconvened in closed executive session in the Cailloux City Center upstairs conference room.

13. EXECUTIVE SESSION:

13A. Appointment of City Manager. (551.074)

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

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

Councilmember Eychner moved to appoint E.A. Hoppe as City Manager, effective as of 5:00 p.m., June 1, 2021; such action subject to Council approving an employment agreement with Mr. Hoppe, which the Council now authorizes the Mayor to negotiate with him to bring back to Council at a future meeting the results of that agreement. This motion was seconded by Councilmember Hughes. The motion passed 4-1 with Mayor Blackburn, Councilmember Clarkson, Councilmember Eychner, and Councilmember Hughes voting in favor, and Councilmember Roman Garcia voting in opposition.

During the discussion Councilmember Garcia moved to amend the motion to include and to add to the end of the motion and to instruct staff to begin putting a plan to be presented to City Council at a future meeting to open up the process of appointing the City Manager. This motion failed for lack of second.

ADJOURN. The meeting adjourned at 7:55 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 special-called meeting held May 18, 2021.

AGENDA DATE OF: May 25, 2021

DATE SUBMITTED: May 14, 2021

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20210525_Minutes_Council special-called 5-18-21 10am.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 special-called meeting held May 18, 2021 at 10:00 a.m. at the City Hall Council Chambers.

RECOMMENDED ACTION:

Approve minutes as presented.

CITY COUNCIL MINUTES

MAY 18, 2021 11:00 AM

SPECIAL-CALLED MEETING, COUNCIL CHAMBERS, KERRVILLE, TEXAS

CALL TO ORDER: On May 18, 2021, at 11:00 a.m., the Kerrville City Council special-called meeting was called to order by Mayor Bill Blackburn in the City Hall Council Chambers, 701 Main Street. Mayor Blackburn provided the invocation and led the pledge of allegiance.

COUNCILMEMBERS PRESENT:

Bill Blackburn	Mayor
Roman Garcia	Councilmember Place 1
Kim Clarkson	Councilmember Place 2, Mayor Pro Tem
Judy Eychner	Councilmember Place 3
Brenda Hughes	Councilmember Place 4

COUNCILMEMBER ABSENT: None

CITY STAFF PRESENT:

E.A. Hoppe	Deputy City Manager
Mike Hayes	City Attorney
Shelley McElhannon	City Secretary
Kim Meisner	Executive Director for General Operations

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

Councilmember Brenda Hughes made a motion the City Council adjourn into closed executive session under 551.071 (consultation with attorney) and 551.074 (personnel/officer), and Councilmember Judy Eychner seconded. The motion passed 5-0.

Mayor Blackburn recessed the special-called meeting at 11:02 a.m., and reconvened in closed executive session.

1. EXECUTIVE SESSION:

1A. City Manager Agreement with E.A. Hoppe to be City Manager of the City of Kerrville, Texas. (551.071, 551.074).

The closed executive session adjourned, Council returned to open session at 12:00 p.m.

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

No action was taken in Executive Session.

Councilmember Eychner moved to approve the City Manager Agreement with E.A. Hoppe, executed on May 18, 2021 and effective June 01, 2021 at 5:00 p.m. Councilmember Kim Clarkson seconded, and the motion passed 5-0.

ADJOURN. The meeting was adjourned at 12:01 p.m.

APPROVED BY COUNCIL: _____

APPROVED:

ATTEST:

Bill Blackburn, Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: Ordinance No. 2021-10, second reading. An Ordinance amending Chapter 60, Code of Ordinances, City of Kerrville, Texas; Chapter 60 more commonly known as the City's Zoning Code; by changing the zoning of a property known as 1555 Highway 173 and consisting of an approximate 7.158 acre tract of land out of the William C. Francis Survey No. 146, Abstract No. 137, and within the City of Kerrville, Kerr County, Texas; from an Agriculture District (AG) to a Multifamily Residential Zoning District (R-3); providing a cumulative clause; providing for severability; providing an effective date; and ordering publication.

AGENDA DATE OF: May 25, 2021 **DATE SUBMITTED:** May 13, 2021

SUBMITTED BY: Drew Paxton

EXHIBITS: [20210525_Ordinance_2021-10 Zoning change 1555 Hwy 173 second reading.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes
Key Priority Area	L - Land Use
Guiding Principle	C1. Promote "aging in place" or full life-cycle amenities to address the needs and desires of children, teens, young families and single professional adults.
Action Item	N/A

SUMMARY STATEMENT:

Proposal

Public hearing, consideration and action to recommend an ordinance to change the zoning from AG Agriculture District to R-3 Multifamily Residential District on approximately 7.158 acres of William C. Francis Survey 146, Abstract 137, City of Kerrville Kerr County, Texas; and generally located 1555 Bandera Hwy.

Procedural Requirements

12 letters were mailed on 3/18/2021 to adjacent property owners. The public notice was published in the Kerrville Daily Times on 3/11/2021. At the time of drafting this Agenda Bill, no comments had been received.

Staff Analysis and Recommendation

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: AG Agriculture

Existing Land Uses: Vacant Land

Direction: North

Current Zoning: R-3 Multifamily Residential

Existing Land Uses: Retirement Community

Direction: South

Current Zoning: PI Public and Institutional

Existing Land Uses: Art Museum

Direction: West

Current Zoning: R-1 Single Family Residential

Existing Land Uses: Single Family Residences

Direction: East

Current Zoning: N/A

Existing Land Uses: Guadalupe River

Consistency with the Kerrville 2050 Comprehensive Plan:

The subject property is located within an Entertainment / Mixed Use (EMU) district of the Kerrville 2050 Comprehensive Plan. The primary land uses for EMU are retail, commercial, office, hotel, entertainment and services. Secondary uses are condominiums, apartments, work force housing, civic and institutional. Because the request to change from AG Agricultural zoning to R-3 Multifamily Residential zoning is consistent with surrounding uses and secondary uses as defined in K2050, the zoning change request is consistent with the Kerrville 2050 Comprehensive Plan.

Thoroughfare Plan:

The subject property is located on Bandera Highway, a Primary Arterial.

Traffic Impact:

Traffic impact will be evaluated during project design phase. Coordination with TxDOT will be required for safe ingress and egress.

Parking:

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

Case Summary:

Applicant is requesting a zoning change from AG Agriculture to R-3 Multifamily Residential to allow for the development of a skilled nursing center. The property has been purchased and a site plan has been submitted to the City for Design Review Committee review and comment. The property will also require platting and approved construction plans prior to the start of construction.

Surrounding current uses are R-3 Multifamily Residential, PI Public and Institutional and R-1 Single Family Residential. The zoning change request to R-3 Multifamily Residential is consistent with current surrounding zoning. Additionally, the K2050 Comprehensive Plan encourages secondary higher density residential development in mixed use areas.

Recommendation:

Because the requested zoning change is consistent with current zoning and future K2050 mixed use zoning, it seems reasonable to grant this zoning change request. Based on these circumstances and the consistency with the Kerrville 2050 Plan, staff recommends the zoning change request.

On April 1st, the Planning and Zoning Commission recommended the case for approval.

On May 11, City Council unanimously approved Ordinance No. 2021-10 on the first reading.

RECOMMENDED ACTION:

Approve Ordinance No. 2021-10 on second reading.

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

AN ORDINANCE AMENDING CHAPTER 60, CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS; CHAPTER 60 MORE COMMONLY KNOWN AS THE CITY'S ZONING CODE; BY CHANGING THE ZONING OF A PROPERTY KNOWN AS 1555 HIGHWAY 173 AND CONSISTING OF AN APPROXIMATE 7.158 ACRE TRACT OF LAND OUT OF THE WILLIAM C. FRANCIS SURVEY NO. 146, ABSTRACT NO. 137, AND WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS; FROM AN AGRICULTURE ZONING DISTRICT (AG) TO A MULTIFAMILY RESIDENTIAL ZONING DISTRICT (R-3); PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND ORDERING PUBLICATION

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing held before the City Council on May 11, 2021, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on this Ordinance, the adoption of which will result in the change of a zoning district for the property located at 1555 Highway 173.; such change to result in the removal of the property from a Agriculture Zoning District (AG) to placement within a Multifamily Residential Zoning District (R-3); and

WHEREAS, on May 11, 2021, City Council held a public hearing on the zoning change referenced above pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

SECTION ONE. The Zoning Code for the City of Kerrville, Texas, as enacted by City Council and effective October 1, 2019 and included within Chapter 60 of the Code of Ordinances of the City of Kerrville, Texas, and the *Official Zoning Map* be and the same are hereby amended to designate the following described property zoned as within a Multifamily Zoning District (R-3):

Legal Description: Being an approximate 7.158 tract of land out of the William C. Francis Survey No. 146, Abstract No. 137, and within the City of Kerrville, Kerr County, Texas; said tract more specifically described and depicted at Exhibit A, attached hereto and made a part hereof for all purposes.

Address: 1555 Highway 173, Kerrville, TX 78028

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

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

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

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

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

PASSED AND APPROVED ON FIRST READING, this the 11 day of May, A.D., 2021.

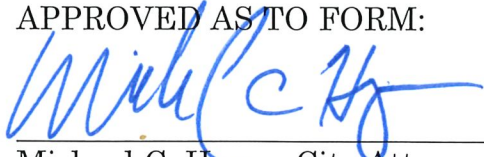
PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ of _____, A.D., 2021.

Bill Blackburn, Mayor

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



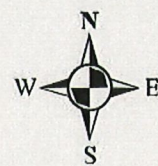
Location Map

Case # PZ-2021-5

Location:
1555 Bandera Hwy

Legend

200' Notification Area
Subject Properties



0 100 200 400
Scale In Feet

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



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

SUBJECT: Ordinance 2021-13. An ordinance amending the City's Fiscal Year 2021 budget to account for the disbursement of additional funds, the receipt of additional revenue, and to make other amendments as provided herein.

AGENDA DATE OF: May 25, 2021 **DATE SUBMITTED:** May 13, 2021

SUBMITTED BY: Amy Dozier

EXHIBITS: [20210525_Ordinance_2021-13 Amendment Fiscal Year 2021 Budget.pdf](#)
[20210525_Ordinance_Attachment A.pdf](#)
[20210525_Ordinance_April 2021 financial presentation.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

See attached financial presentation and budget amendment detail.

RECOMMENDED ACTION:

Approve Ordinance 2021-13 on first reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2021-13**

**AN ORDINANCE AMENDING THE CITY'S FISCAL YEAR 2021
BUDGET TO ACCOUNT FOR THE DISBURSEMENT OF
ADDITIONAL FUNDS, THE RECEIPT OF ADDITIONAL
REVENUE, AND TO MAKE OTHER AMENDMENTS AS
PROVIDED HEREIN**

WHEREAS, Ordinance No. 2020-16, as approved upon second reading on September 8, 2020, adopted the Fiscal Year 2021 Budget for the City of Kerrville, Texas; and

WHEREAS, since the beginning of the Fiscal Year 2021, the City has experienced better than budgeted revenues due to the receipt of grant funding, better than expected sales tax revenue, and insurance proceeds among other reasons; and

WHEREAS, since October 1, 2020, the City has experienced increased expenditures due primarily to the February winter storm, unexpected maintenance, step increases for public safety personnel, early repayment of a KPUB loan, and several other reasons; and

WHEREAS, due to higher than projected revenues and expenditures, the City needs to amend its Fiscal Year 2021 Budget; and

WHEREAS, City Council finds that amending the City's Fiscal Year 2021 Budget is in the best interest of the citizens of the City of Kerrville;

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

In accordance with Section 8.06 of the City Charter, the Official Budget for Fiscal Year 2021 is amended as set forth in **Attachment A**.

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

Attachment A
City of Kerrville
FY2021 Budget Amendments

Account #	Account Name	Description	Debit	Credit
1. GENERAL FUND				
01-6114	Sales Tax	better than budget revenues		362,732
01-7085	Transfer In - General Fund	OOG COVID grant		103,332
01-7085	Transfer In - General Fund	HHS - CARES Act - Lost EMS revenue		174,932
01-6478	EMS - Ambulance Supplement	notice of no funding in FY2021	174,932	
TOTAL GENERAL FUND REVENUE BUDGET INCREASE				466,064
01-0152-2040	Pool Maintenance	leak repair	27,000	
01-0152-5100	Building & Structures	pump house repairs	130,000	
various	Salary & Benefits	reinstate step plans for Public Safety	111,000	
01-0151-3125	Engineering Services	KSP RV Park concept design	16,000	
various	Salary, benefits & supplies	winter storm impact	150,000	
01-0130-1100	Tools & Equipment	EMS equipment	32,064	
TOTAL GENERAL FUND EXPENDITURE BUDGET INCREASE			466,064	
2. WATER FUND				
02-0200-9019	Transfer Out - Asset Replacement	excess funds from FY2020	100,000	
3. GENERAL ASSET REPLACEMENT				
18-1861-5200	Streets - Vehicles	FY20 YE Transfer - upsize Streets dump trucks	30,710	
18-1813-3410	PD - Vehicle Lease	FY20 YE Transfer - Chief - vehicle lease & upfitting	15,315	
18-1813-5300	PD - Tasers	FY20 YE Transfer - Taser purchase	26,884	
18-1813-5200	PD - Vehicles	FY20 Budget - vehicles arrived in FY2021	173,730	
18-1813-5200	PD - Vehicles	FY20 order - replacement for totaled vehicle	41,235	
18-1821-5200	Fire - Vehicles	FY20 YE Transfer - Fire - Brush Truck	78,863	
18-1830-5200	EMS - Vehicles	FY20 YE Transfer - EMS - powerload system for ambulance	25,025	
18-1830-5300	EMS - Equipment	FY20 YE Transfer - EMS - Lucas Device	15,537	
TOTAL GENERAL ASSET REPLACEMENT EXPENDITURE BUDGET INCREASE			407,299	
4. GENERAL DEBT SERVICE				
50-6350	EIC Debt Funding	Early repayment of KPUB loan		1,000,000
50-5000-4002	KPUB Loan Expense	Early repayment of KPUB loan	1,000,000	

Attachment A
City of Kerrville
FY2021 Budget Amendments

Account #	Account Name	Description	Debit	Credit
5. GRANT FUND				
85-6713	Police - Grants	Justice Assistance Grant - Throwbot		25,131
85-6719	COVID Grants	Office of the Governor COVID grant		194,288
85-6719	COVID Grants	HHS - CARES Act - EMS lost revenue		174,932
85-6730	EMS - Grants	EMS Trauma Care System Funds (via STRAC)		32,064
85-8513-5320	Police - Technology Equipment	Throwbot	25,131	
85-8513-5320	Police - Technology Equipment	Temperature Detection system	14,178	
85-8513-5300	Police - Equipment	Ozone Sterilizers	15,240	
85-8513-1100	Police - Equipment	UV Sterilizer	779	
85-8530-5300	Fire - Equipment	Aeroclave decontamination units (4)	60,759	
85-8500-0100	Transfer Out - General Fund	Remaining OOG Grant	103,332	
85-8500-0100	Transfer Out - General Fund	HHS - CARES Act - EMS lost revenue	174,932	
85-8530-1100	EMS - Equipment	EMS Equip (ventilators, ballistic vests, etc.)	32,064	
TOTAL GRANT FUND CHANGE			426,415	426,415
6. INSURANCE RESERVE				
90-6921	Insurance Reimbursement	Additional claims revenue		96,402
90-9000-9018	Transfer Out - General Asset Replacement	Claims proceeds - totaled vehicles	11,521	
90-9000-9019	Transfer Out - Water Asset Replacement	Claims proceeds - property damage	31,581	
90-9000-5100	Buildings and Structures	Winter Storm - Golf course	53,300	
TOTAL INSURANCE RESERVE FUND CHANGE			96,402	96,402



Financial update and budget amendment

**City Council Meeting
May 25, 2021**



General Fund Summary

City of Kerrville
Financial Summary
For the Month Ended April 30, 2021

Fund	Total FY2021 Budget	Year to Date FY2021 Budget	Year to Date FY2021 Actual	Better / (Worse) than Budget	Year to Date FY2020 Actual	Change from FY2020
General Fund						
Revenues						
Property Tax	\$10,234,372	\$ 9,827,415	\$ 9,816,112	\$ (11,303)	\$ 9,494,826	\$ 321,286
Sales Tax	7,022,613	3,971,007	4,721,766	750,759	4,227,445	494,321
Other Revenue	10,807,266	6,114,240	6,177,836	63,596	5,830,415	347,421
Total Revenue	28,064,251	19,912,662	20,715,713	803,051	19,552,686	1,163,028
Expenditures	28,429,251	15,270,707	15,303,921	(33,215)	14,526,735	777,186
Net	\$ (365,000)	\$ 4,641,956	\$ 5,411,792	\$ 769,836	\$ 5,025,951	\$ 385,841



General Fund

Sales Tax

- Continued strong performance led by regional retail, online sales and manufacturing
- April 2021 payment, representing February sales, is flat compared to prior year due to winter storm
- May 2021 (not reflected in previous slide) is the **LARGEST MONTHLY PAYMENT** ever received. 38% higher than May 2020 likely due to 1)stimulus payments, 2)winter storm repairs, 3)COVID impacts in May 2020

Expenditures

- Expenditures slightly higher than budget due to winter storm and public safety step increases

Water Fund Summary

Financial Summary
For the Month Ended April 30, 2021

Fund	Total FY2021 Budget	Year to Date FY2021 Budget	Year to Date FY2021 Actual	Better / (Worse) than Budget	Year to Date FY2020 Actual	Change from FY2020
Water Fund						
Revenues						
Water Sales	\$ 6,315,482	\$ 3,217,299	\$ 3,357,928	\$ 140,629	\$ 3,219,924	\$ 138,004
Sewer Sales	5,758,854	3,300,138	3,420,741	120,602	3,213,453	207,288
Reuse Sales	145,495	74,120	94,206	20,086	66,520	27,686
Other Revenue	842,838	459,706	535,135	75,429	636,574	(101,440)
Total Revenue	13,062,669	7,051,263	7,408,009	356,746	7,136,471	271,539
Expenditures	13,116,669	7,670,155	7,144,740	525,414	7,221,077	(76,337)
Net	\$ (54,000)	\$ (618,891)	\$ 263,269	\$ 882,160	\$ (84,606)	\$ 347,875

- **YTD water and sewer revenues are still better than budget even with winter storm adjustments**
- **Advanced Metering Infrastructure (AMI) update- Phase I in progress - almost 1,800 meters read remotely for May 10th billing**
- **Supplies and maintenance expense continue less than budget**

Other Funds Summary

Fund	Total FY2021 Budget	Year to Date FY2021 Budget	Year to Date FY2021 Actual	Better / (Worse) than Budget	Year to Date FY2020 Actual	Change from FY2020
Development Services Fund						
Revenues						
Permits & Fees	\$ 613,830	\$358,067.50	\$ 274,360	\$ (83,707)	\$ 641,684	\$ (367,324)
Transfer In	272,260	158,818.33	158,818	-	138,496	20,322
Total Revenue	886,090	516,886	433,179	(83,707)	780,180	(347,002)
Expenditures	1,018,747	556,941	537,127	19,814	481,533	55,594
Net	(132,657)	(40,055)	(103,949)	(63,893)	298,647	(402,596)
Golf Fund						
Revenues						
Recreation	867,705	452,801	532,114	79,314	372,423	159,692
Transfer In	80,000	40,833	40,833	-	40,833	-
Total Revenue	947,705	493,634	572,948	79,314	413,256	159,692
Expenditures	947,705	510,001	517,480	(7,480)	510,685	6,796
Net	-	(16,367)	55,467	71,834	(97,429)	152,896
Hotel Occupancy Tax Fund						
Revenues	1,281,685	639,221	793,575	154,354	688,954	104,622
Expenditures	1,281,685	643,459	555,138	88,321	884,915	(329,777)
Net	\$ -	\$ (4,238)	\$ 238,437	\$ 242,676	\$ (195,961)	\$ 434,398



Fund Analysis

Golf Fund

- Revenue increases attributed to: COVID, fee increases, new golf carts, increased marketing, course condition

Hotel Occupancy Tax Fund

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



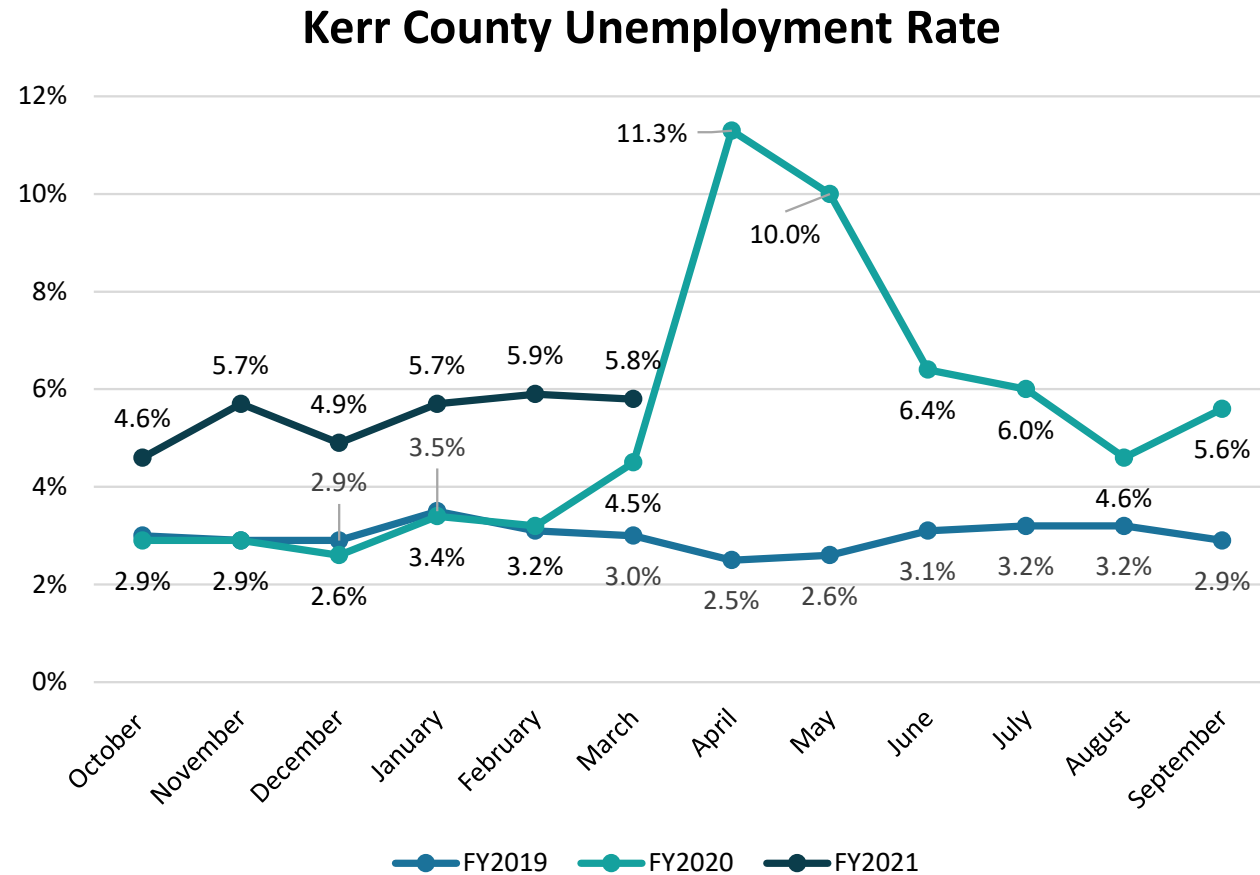
- **\$5.18 million allocation for Kerrville – no application.**
- **US Treasury issued 151 page spending guidance document which clarified requirements around some eligible spending items.**
- **Water, sewer and drainage projects are allowable. Requirements are the same as current TWDB rules.**
- **Awaiting further guidance on possible tourism or public safety uses.**
- **First payment (\$2.6M) expected in June, 2nd payment 12 months later.**
- **For expenditures from 3/3/2021 to 12/31/2024.**

Real Estate Metrics

Kerrville Real Estate Metrics - April 2021

Category	2021	2020	% Change
Active Residential Listings (April)	173	403	-57.1%
# Residential Properties Sold (April)	78	45	73.3%
\$ Residential Properties Sold (April)	\$33,945,025	\$13,276,483	155.7%
Average Price (April)	\$435,193	\$295,033	47.5%
\$ YTD Residential Properties Sold (January - April)	\$111,596,016	\$65,846,983	69.5%

Unemployment Rate





Budget Amendment

- **Ordinance with 2 readings is required to amend the budget – May 25 and June 8**
- **This budget amendment is to account for changes during FY2021 due to:**
 - Grants received and spent
 - Better than anticipated sales tax revenue
 - Winter storm impact
 - Unexpected repairs – Olympic Pool and insurance repairs
 - Transfers between funds
 - Asset replacement – delayed vehicle orders, spending related to FY2020 year end budget amendment, replacing totaled vehicle

Budget Amendment

Account #	Account Name	Description	Debit	Credit
1. GENERAL FUND				
01-6114	Sales Tax	better than budget revenues		362,732
01-7085	Transfer In - General Fund	OOG COVID grant		103,332
01-7085	Transfer In - General Fund	HHS - CARES Act - Lost EMS revenue		174,932
01-6478	EMS - Ambulance Supplement	notice of no funding in FY2021	174,932	
TOTAL GENERAL FUND REVENUE BUDGET INCREASE				466,064
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01-0152-5100	Building & Structures	pump house repairs	130,000	
various	Salary & Benefits	reinstate step plans for Public Safety	111,000	
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various	Salary, benefits & supplies	winter storm impact	150,000	
01-0130-1100	Tools & Equipment	EMS equipment	32,064	
TOTAL GENERAL FUND EXPENDITURE BUDGET INCREASE				466,064

Budget Amendment

Account #	Account Name	Description	Debit	Credit
2. WATER FUND				
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TOTAL GENERAL ASSET REPLACEMENT EXPENDITURE BUDGET INCREASE			407,299	
4. GENERAL DEBT SERVICE				
50-6350	EIC Debt Funding	Early repayment of KPUB loan		1,000,000
50-5000-4002	KPUB Loan Expense	Early repayment of KPUB loan	1,000,000	

Budget Amendment

Account #	Account Name	Description	Debit	Credit
5.	GRANT FUND			
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90-9000-9019	Transfer Out - Water Asset Replacement	Claims proceeds - property damage	31,581	
90-9000-5100	Buildings and Structures	Winter Storm - Golf course	53,300	
TOTAL INSURANCE RESERVE FUND CHANGE			96,402	96,402



Council Questions or Comments?





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

SUBJECT: Review of Declaration of local state of disaster due to a public health emergency, March 20, 2020.

AGENDA DATE OF: May 25, 2021

DATE SUBMITTED: May 13, 2021

SUBMITTED BY: Shelley McElhannon

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

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

An opportunity to review the the Disaster Declaration revised March 20, 2020.

RECOMMENDED ACTION:

Discussion and possible review of the declaration.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 16-2020**

**A RESOLUTION AUTHORIZED BY SECTION
418.108(B) OF THE TEXAS GOVERNMENT CODE
EXTENDING THE MAYOR'S DECLARATION THAT
COVID-19 (CORONAVIRUS) POSES AN IMMINENT
THREAT OF DISASTER WITHIN THE CITY OF
KERRVILLE AND DECLARING A STATE OF
DISASTER WITHIN THE CITY**

WHEREAS, on March 16, 2020, Mayor Bill Blackburn, acting in accordance with authority granted to him under the City's Charter and Section 418.108(a) of the Texas Government Code, declared a local state of disaster ("disaster declaration") for the City due to concerns related to the coronavirus disease 2019 (COVID-19); and

WHEREAS, the Mayor revised and reissued the disaster declaration on March 18, 2020 and March 19, 2020 to account for new information and health recommendations; and

WHEREAS, Section 418.108(b) of the Texas Government Code provides that the disaster declaration may not be continued for a period of more than seven days except with the consent of City Council; and

WHEREAS, City Council, pursuant to its adoption of Resolution No. 06-2020 consented to the Mayor's declaration and extended it in accordance with state law; and

WHEREAS, the Mayor, on today's date, has issued a revised declaration, which revises his previously issued declaration to update it to current conditions and needs; and

WHEREAS, City Council believes that the conditions necessitating the disaster declaration will continue to exist for a period of more than seven days; and

WHEREAS, City Council supports the disaster declaration signed by Mayor Bill Blackburn on July 28, 2020, and consents to its continuation for a period of more than seven days;

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

City Council hereby ratifies the disaster declaration signed by Mayor Bill Blackburn on July 28, 2020 and consents to its continuation indefinitely or until such time as it is terminated by order of the Council. Said declaration is attached hereto as **Exhibit A**.

PASSED AND APPROVED ON this the 28 day of July, A.D., 2020.

ATTEST:


Shelley McElhannon, City Secretary


Bill Blackburn, Mayor

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

**DECLARATION OF LOCAL STATE OF DISASTER DUE TO A PUBLIC
HEALTH EMERGENCY – EXTENDED (4th Declaration)**

**A DECLARATION OF THE MAYOR OF THE CITY OF
KERRVILLE, TEXAS, DECLARING THAT COVID-19
(CORONAVIRUS) REMAINS AN IMMINENT THREAT OF
DISASTER WITHIN THE CITY OF KERRVILLE AND
EXTENDING THE DECLARATION OF A STATE OF DISASTER
WITHIN THE CITY; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City of Kerrville, Texas (the “City”) from on or before the 16th day of March 2020, prepared for damage, injury, or loss of life resulting from the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus; and

WHEREAS, it is critical that the City continue taking actions to respond to and mitigate the spread of COVID-19 to protect the health and welfare of the public; and

WHEREAS, extending the City’s *Declaration of Local State of Disaster Due to a Public Health Emergency* will continue to help facilitate and expedite the use and deployment of resources to enhance the City’s ongoing response and mitigation to COVID-19; and

WHEREAS, on March 13, 2020, the Governor of the State of Texas certified that COVID-19 poses an imminent threat of disaster and declared a state of disaster for all counties in Texas, has extended his declaration several times, and to date, has issued approximately twenty-two orders, many of which remain in effect, in an effort to mitigate said disaster; and

WHEREAS, the Texas Department of State Health Services (“DSHS”) has previously determined, including an updated declaration issued on May 15, 2020, that as of March 19, 2020, COVID-19 represented and continues to represent a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, the Mayor urges all citizens of Kerrville and this community to continue to monitor government websites such as the Centers of Disease Control and Prevention (“CDC”), DSHS, and the Texas Governor as well as news sources in an attempt to remain aware and vigilant about COVID-19 and the evolving situation; and

WHEREAS, the Mayor, in seeking information from national, state, and local experts continues to believe that extraordinary measures must continue to be taken to respond to and to mitigate the spread of COVID-19 and its impact to the public health and welfare;

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF KERRVILLE:

SECTION ONE. Extending Declaration of Local State of Disaster. A local state of disaster (“disaster declaration”) was previously declared for the City of Kerrville, Texas, pursuant to Section 418.108(a), Texas Government Code, on March 16, 2020, and then revised on March 18, 2020 and March 19, 2020. The Mayor hereby extends the March 19, 2020, declaration in accordance with law.

SECTION TWO. Duration of Local State of Disaster. Pursuant to Section 418.108(b), Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by Kerrville City Council.

SECTION THREE. Publicity and Filing. Pursuant to Section 418.108(c), Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary, to include posting it on the City’s website.

SECTION FOUR. Continuing the Activation of the City Emergency Management Plan. Pursuant to Section 418.108(d), Texas Government Code, this declaration of a local state of disaster continues the activation of the City’s Emergency Management Plan.

SECTION FIVE. Public Meetings - Audience and presenter social distancing; public testimony and public hearing input. City Council meetings and meetings of other City Boards and Commissions may be delayed, rescheduled, or conducted in accordance with alternate measures as permitted by law. To reduce the chance of COVID-19 transmission, the City shall hold its public meetings in a manner intended to separate, to the maximum practical extent, audience and presenters from personal contact with other members of the community, City Council and other Board and Commission members, and City staff. Public testimony and public hearing input for public comment and on all items on the agenda at public meetings of the City Council and City Boards and Commissions shall be provided in a manner that best serves these purposes, but balancing the right of a person to make a public statement, orally and in person, virtually, or in writing but keeping in mind the public health and safety. The City shall establish and provide notice of its *Council Meeting Procedures during Disaster Period* and shall also provide notice on its website of the meeting schedule for City Council and its other Boards and Commissions and the health measures applicable to each.

SECTION SIX. Municipal Court. All court proceedings in the City’s Municipal Court may be altered or even postponed in accordance with state law, including orders and direction from the Texas Supreme Court and the state’s Office of Court Administration.

SECTION SEVEN. City Manager Authority. The City Manager, or designee, is authorized to take the following actions, but shall provide notice of such to City Council following such action:

- a. make application for local, state, and federal assistance as necessary and/or applicable;
- b. accept on behalf of the City services, gifts, grants, equipment, supplies, and/or materials from private, nonprofit, or government sources;
- c. suspend disconnections, fees, and penalties related to the City's provision of services.

SECTION EIGHT. Limitation of Declaration. This disaster declaration does not extend to law enforcement activities, emergency responses, or to school districts or private school facilities within the City.

SECTION NINE. Effective Date. This proclamation shall take effect immediately from and after its issuance. This disaster declaration supersedes all previous declarations on this matter.

ORDERED and REVISED this the 28 day of July, 2020.

THE CITY OF KERRVILLE, TEXAS


Bill Blackburn, Mayor

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

ATTEST:


Shelley McElhannon, City Secretary



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

SUBJECT: Restated Interlocal Agreement for the continued existence of a Joint Airport Board to provide management of Kerrville/Kerr County Airport.

AGENDA DATE OF: May 25, 2021 **DATE SUBMITTED:** Dec 21, 2020

SUBMITTED BY: EA Hoppe

EXHIBITS: [20210126_Interlocal Agreement_Airport 0916 2020 Restated.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:

The Kerrville - Kerr County Joint Airport Board to present the Restated Interlocal Agreement for approval by the City Council.

RECOMMENDED ACTION:

The Joint Airport Board would like to request approval by Kerrville City Council for the Restated Interlocal Agreement.

**RESTATED INTERLOCAL AGREEMENT FOR THE
CONTINUED EXISTENCE OF A
JOINT AIRPORT BOARD TO PROVIDE MANAGEMENT
OF KERRVILLE/KERR COUNTY AIRPORT**

This amended and restated Joint Action Agreement (“Agreement”), pursuant to Chapter 22 of the Texas Transportation Code (“Code”), is entered into between Kerr County, Texas, acting through its Commissioners Court (“County”); and the City of Kerrville, Texas, acting through its City Council (“City”); and also referred to individually as “Party”, or collectively as “Parties”, on the Effective Date, as designated below.

WHEREAS, County and City jointly own the real property upon which is located the Kerrville/Kerr County Airport, sometimes referred to as Louis Schreiner Field (“Airport”); and,

WHEREAS, County and City find that it is in the best interests of the citizens of County and City for the Airport to continue to be managed by a Joint Airport Board pursuant to the Code; and

WHEREAS, County and City are desirous of the continuous operation of the Airport in an effective manner;

NOW, THEREFORE, in consideration of these promises, covenants, and agreements, the Parties agree as follows:

1. Duration of Agreement: This Agreement is effective as of the Effective Date and remains in effect for ten (10) years from that date (specific date to be noted by Parties) or until terminated as described in Section 8 below. Pursuant to adoption of this Agreement, the previous agreement between the Parties, dated August 22, 2016, is hereby terminated.

2. Proportionate Interest in Airport Property: Each Party owns an equal, undivided interest in the real property as depicted in **Exhibit A**, along with all structures, fixtures, and other assets purchased or otherwise acquired by the Airport Board.

3. Joint Airport Board: The Parties affirm the creation and continued existence of the Joint Airport Board (“Board”). The Board shall consist and operate as follows:

(a) Membership. The Board shall be comprised of five members. The approval by each Party is required to constitute an appointment to the Board.

(b) Period of Service. Each Board member is eligible to serve a five (5) year term. Each member may continue to serve in this capacity until their successor is appointed and is duly qualified. No member may serve more than one (1) full term on the Board without having at least one (1) full year off the Board between terms. Service for a full term will be considered to have occurred when a member serves more than half of any five (5) year term (*i.e.*, 30 months).

In an effort to increase efficiency and promote good governance through continuity of the Board, the positions of the Board are staggered. This will be initially accomplished as follows and as shown on **Exhibit B**:

- 1) **Place 1** – Period of service to expire May 31, 2023;
- 2) **Place 2** –Period of service to expire May 31, 2024;
- 3) **Place 3** –Period of service to expire May 31, 2025;
- 4) **Place 4** – Period of service to expire May 31, 2021;
- 5) **Place 5** –Period of service to expire May 31, 2022;

Upon the death of any member or should any member resign or for any reason become unable to serve, a replacement to fill the vacancy for the unexpired term shall be appointed in the same manner as provided below.

(c) Appointment. The process for appointment by action of each Party shall be as designated below:

- 1) The Board shall recommend persons to the County and City for consideration of appointment. The Board shall submit the names of such persons to each Party at least 60 days prior to the end of the particular place's term. In the event that a candidate recommended by the Board is not appointed by either Party, the Board shall recommend an alternative candidate. In the event that this second candidate is not appointed by either Party, the Board shall select another candidate who will be automatically appointed to the Board without the approval of the Parties.
- 2) It is deemed desirable that all Board members possess and will contribute a balance of expertise in business, financial, aviation, or management training and experience. Appointments shall be made on or before June 1 of each year.
- 3) Replacement of members shall be in the same manner and under the same qualification as described above.
- 4) A Board member has no vested right or property interest in his/her membership. Any Board member may be removed by a majority vote of each Party, for any reason. In addition, the Board may recommend to the County and City that a Board member be removed.
- 5) If a Board member is appointed as a replacement for a vacated position, such member shall be eligible for appointment to a full term, but only if their service for the replacement term was less than 3/5th the time of a five (5) year term (*i.e.*, 36 months).

(d) Oath. Following appointment, each Board member shall qualify for office by taking the required oath of office before the County Judge.

(e) Officers. The Board shall appoint a President and Vice President who shall be selected from the Board's membership. The term for the President shall be for two years.

(f) Compensation. Service on the Board is without compensation. However, each Board member is entitled to reimbursement for necessary expenses incurred in the performance of his/her duties as a Board member, pursuant to a written Board policy.

(g) Authority, Powers, and Duties. The Board shall have the following authority, powers and duties:

- 1) The Board may exercise on behalf of the Parties any power possessed by either Party and those specifically provided by the Kerrville/Kerr County Airport Code ("Airport Code") dated June 27, 2018 as exists and may be amended from time to time, including the power to lease property and facilities, and to buy and sell goods as an incident to the operation of the Airport.
- 2) The Board is not authorized to impose a property tax, sell bonds, or otherwise enter into other debt instruments, dispose of Airport property, or exercise the power of eminent domain without the prior written consent of each Party.
- 3) The Board, following the prior written consent of each Party, has the authority to apply for and to execute grant funding agreements.
- 4) The Board may improve, equip, maintain, operate, manage, regulate, and protect the Airport.
- 5) The Board may realign, alter, acquire, abandon, or close a portion of a roadway or alleyway without a showing of paramount importance if the portions to be realigned, altered, abandoned, or closed are in the geographical boundaries of the Airport at the time of or after the realignment, alteration, acquisition, abandonment, or closing.
- 6) The Board shall have the responsibility and be in charge of the property, improvements, and other assets of the Airport and shall be in charge of the disbursement of Airport funds for Airport purposes, and pursuant to the approved Board Budget. The Board shall also cause records to be kept of any and all revenues and disbursements.
- 7) The Board shall maintain two funds for accounting purposes. One fund will consist of all accounts and transactions relative to Airport operations and the other fund will consist of all capital items relative to the Airport. The Board shall adopt Financial Management Policies, which it shall then periodically review.

8) The Board shall have an audit of the financial affairs of the Board and its operation of the Airport conducted each year by an independent accountant and shall furnish the audit to each Party no later than February 28 of each year.

9) The Board shall ensure that records regarding the operation of the Airport including the minutes of the Board meetings, are maintained, retained, and made available for public review in accordance with the Texas Public Information Act. Records shall be maintained at the Airport.

10) The Board shall hire and employ an Airport Manager (“Manager”) and such other employees as are necessary for the operation of the Airport. The Board shall develop a written job description for the Manager and shall review Manager’s performance annually.

11) The Board, through its Manager and any other employees, shall be responsible for the day-to-day management of the Airport. The Board is authorized to enter into contracts with other public or private entities, where funding has been approved through the annual budget process. However, where any such contract exceeds \$75,000.00, both Parties must approve the contract to include contracts for professional services, such as planning, engineering, and architectural services. The Board shall comply with state procurement laws.

12) The Board may adopt resolutions, rules, and orders for the operation of the Airport. The Board shall comply with the Airport Code and other federal, state laws and local laws in all respects, including those laws regarding governmental purchasing applicable to the Board.

13) The Board may lease Airport property and may adopt fees and rental rates with respect to the use of Airport services or use of Airport property. Revenues for such fees and rates shall be included within the Board Budget. The Board is prohibited from giving, leasing, or otherwise allowing the use of any part of the Airport that would violate Art. III, §52(a) of the Texas Constitution, which prohibits the gratuitous donation of public money or anything of value in aid of an individual, association, or corporation.

14) The Parties acknowledge that the Airport property is within the City’s limits and is subject to the City’s regulations and that land adjacent to the Airport but outside of the City limits is subject to the adoption, administration, and enforcement by the County. The Board shall use its best efforts to monitor and consider appropriate zoning for the Airport and the immediately surrounding areas whose use may impact Airport operations.

15) The Board adopts Kerr County policies and procedures for the purchase of goods and services and for the accounting of the Airport’s finances, each in accordance with state law.

16) The Board, with input from the Parties, shall, from time to time, verify that the Airport, its operations, and the Board are all adequately insured, to include its employees, contractors, subcontractors, property, and any other relevant interests against liability or loss arising from its operation of the Airport for damages to the person or property of others, worker's compensation, director's and officers' liability and employees' liability. Based upon such analysis, the County shall procure insurance, to include liability insurance and property insurance. The Board shall include the cost of such coverage within the Board Budget as an operation expense.

(h) Meetings. The Board shall meet on dates and times as agreed upon by the Board, which schedule may be changed from time to time; however in no event shall the Board meet less frequently than once per calendar quarter. The President of the Board or any two Board members shall have the authority to call a meeting. All such meetings of the Board shall be held in accordance with the Texas Open Meetings Act and three members of the Board shall constitute a quorum of the Board. The Board shall make its own rules of order, by-laws, set the time and place for regular meetings, and shall keep minutes of its meetings.

(i) Fiscal year. The Board shall observe a fiscal year that begins each October 1 and ends September 30.

(j) Litigation. The Board shall not enter into litigation of any kind without prior approval from both Parties. However, the Board may provide an appropriate response to a lawsuit or claim filed against it in an effort to protect its rights and defenses prior to any approval from both Parties.

4. Board Budget: The Board is responsible for the operations and needs of the Airport and shall develop a budget for Airport operations ("Board Budget") to be approved by both Parties. The Board Budget shall consist of revenues and expenses related to maintenance and operations. In addition, the Board shall include as an addendum to the Board Budget a description and discussion of, at a minimum, proposed capital improvements looking forward 5 years. The Board shall submit and present the Board Budget to the County and the City for approval. Should either Party not approve the Board Budget, the previous year's Board Budget shall be automatically adopted for the upcoming year.

(a) Submission Required: The Board shall submit the Board Budget to both Parties not later than June 1 of each year for Parties' consideration no later than September 30 of each year. Prior to June 1, the Airport Manager shall coordinate with the appropriate budget personnel of each Party, the City Manager and County Judge or designees, to ensure consistency with funding availability and revenue forecasts.

(b) Content and Format. The Board Budget shall substantially conform to the format and line item content as specified and depicted in **Exhibit C** and in accordance with the following:

1. Where expenses exceed revenues, the Board shall seek contributions from the Parties as provided in Section 5, below.

2. In no case shall contingency funds exceed 10% of the annual amount budgeted for expenses.

(c) Excess Spending. The Board shall not spend nor incur obligations which at any time will exceed the Board Budget approved and adopted by the County and City for that current fiscal year, except for an emergency expenditure, which is declared by the Board President. An “emergency expenditure” is defined as an expenditure necessary for the immediate preservation of the public peace, property, health, or safety. Prior to or immediately following such expenditure, the Board President shall notify the County Judge and Mayor in writing of the declared emergency expenditure.

(d) Movement between Funds. Concerning expenses, the Board is authorized to move budgeted funds between individual line items. However, in no event shall the individual budgeted funds being moved exceed 10% of the total Board Budget for that fiscal year period.

(e) Airport Revenues. The Board shall use revenues generated by operation of the Airport only for Airport purposes.

5. County and City Funding: To assure the objective of the continuation of efficient Airport operations, each Party is obligated to the other Party to contribute funds as follows:

(a) Maintenance and Operations. The County and City shall each fund on a fiscal year basis one-half (1/2) of expenses in excess of revenues.

(b) Capital Improvements. The County and City shall be equally responsible for capital improvements budget. On an annual basis as part of the draft Board Budget review process, both Parties must review proposed capital improvement projects. As such, the Board shall work with the City and County to establish a Capital Fund for Airport economic development purposes, which is different from the capital improvements addendum that the Board is required to submit as part of its budget.

(c) Schedule of Payments. Pursuant to the Board Budget and the amount of each Party’s contributions, each Party shall forward no less than 12 equal monthly payments to the Board in the amount of 1/12th of their total contribution on or before the 15th day of each month, or to be paid in one single amount as determined by the Parties, or as needed.

6. Airport Annual Meeting: Annually, the Board shall meet with the Parties to present updates to the Airport Strategic Plan, including but not limited to information regarding the operations of the Airport and its finances.

7. Amendment: This Agreement may only be amended by written agreement of the Parties.

8. Termination of Agreement: Either Party may terminate the Agreement for any reason by giving the other Party no less than three hundred and sixty (360) days written notice.

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

City: City of Kerrville
Attention: City Manager
City Hall
701 Main Street
Kerrville, TX 78028

County: County of Kerr
Attention: County Judge
Kerr County Courthouse
700 Main Street
Kerrville, TX 78028

Board: Joint Airport Board
Attention: President
Kerrville/Kerr County Airport
1877 Airport Loop Road
Kerrville, TX 78028

10. Governing Law and Venue: This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any cause of action shall be in a court of competent jurisdiction in Kerr County, Texas.

11. Severability: If any provision of this Agreement is invalid or unenforceable, this Agreement shall be considered severable as to such provision, and the remainder of this Agreement shall remain valid and binding as though such invalid or unenforceable provision was not included.

12. Captions: Section headings are inserted herein only as a matter of convenience and for reference, and in no way defines, limits, or describes the scope or intent to any provision.

13. Use of Language: Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

14. Entire Agreement: This Agreement embodies the entire agreement between the Parties, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter. This Agreement shall not be amended, discharged or extended, except by written instrument executed by the Parties. The Parties agree that no representations or warranties shall be binding upon either Party unless expressed in writing in the Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be legally executed this _____ day of _____, 2021 (“Effective Date”).

CITY OF KERRVILLE

COUNTY OF KERR, TEXAS

By: _____
Bill Blackburn, Mayor

By: _____
Rob Kelly, County Judge

ATTEST:

ATTEST:

Shelly McElhannon, City Secretary

Jackie Dowdy, County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

Heather Stebbins, County Attorney

EXHIBIT A
Property Depiction



EXHIBIT B
Joint Airport Board Member Terms

Place 1	Current Term to expire 5/31/2023	5 Year Term					
Place 2	Current Term to expire 5/31/2024	5 Year Term					
Place 3	Current Term to expire 5/31/2025	5 year Term					
Place 4	Current Term to expire 5/31/2021	5 Year Term					
Place 5	Current Term to expire 5/31/2022	5 Year term					

EXHIBIT C

Budget Format Example

Page 1 of 4

KERRVILLE KERR COUNTY JOINT AIRPORT BOARD

BUDGET FOR FY 20__-20__

	2016	2017	2018	2019	2020	2021	PROPOSED
	Actual	Actual	Actual	Actual	Actual	Budget	BUDGET
47-AIRPORT							
INTERGOVERNMENTAL REVENUE							
47-300-602 KERR COUNTY	0	0	0	0	0	1	0
47-300-603 KERRVILLE	0	0	0	0	0	0	0
47-300-604 GRANTS	0	0	0	0	0	0	0
TOTAL INTERGOVERNMENTAL REVENUE	0	0	0	0	0	1	0
LEASE/RENTAL INCOME							
47-325-301 AIRPORT LAND LEASES						1	
47-325-401 AIRPORT LAND AND STRUCTURES							
1815 AIRPORT LOOP HANGAR and OFFICES							
47-325-601 TERMINAL LEASES							
47-325-602 T-HANGAR LEASES							
47-325-603 VEHICLE RENTAL SURCHARGE							
47-325-604 T-HANGAR STORAGE FACILITY LEASES							
47-325-605 PARKING LOT LEASES							
TOTAL LEASE/RENTAL INCOME	0	0	0	0	0	1	0
FUEL SALES - AVIATION							
47-350-601 FUEL FLOWAGE FEES						1	
47-350-602 OTHER							
TOTAL FUEL SALES	0	0	0	0	0	1	0
PROCEEDS							
47-370-260 SURPLUS PROPERTY SALE						1	
47-370-975 INSURANCE PROCEEDS							
47-370-980 APPROPRIATED FUND BALANCE							
INTEREST INCOME							
47-380-601 INTEREST INCOME						1	
TOTAL INTEREST INCOME	0	0	0	0	0	1	0
47-390-610 TRANSFER IN						1	
TOTAL TRANSFER IN	0	0	0	0	0	4	0
*** TOTAL REVENUES ***	0	0	0	0	0	8	0

EXHIBIT C **Budget Format Example**

Page 2 of 4

KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD							
BUDGET FOR FY 20__-20__							
Expenses	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Budget	PROPOSED BUDGET
47-AIRPORT							
SALARIES & BENEFITS							
47-700-101 AIRPORT MANAGER						2	
47-700-102 OFFICE PERSONNEL							
47-700-104 AIRPORT MAINTENANCE STAFF							
47-700-205 OVERTIME							
47-700-201 FICA							
47-700-202 GROUP INSURANCE							
47-700-203 RETIREMENT							
47-700-204 WORKMAN'S COMP							
47-700-206 BASIC INSURANCE							
SUBTOTAL SALARIES & BENEFITS	0	0	0	0	0	2	0
EXPENSES							
47-800-006 PROFESSIONAL DEVELOPMENT						2	
SUPPLIES							
47-800-101 OFFICE SUPPLIES and EQUIPMENT						2	
47-800-102 SMALL TOOLS and EQUIPMENT							
47-800-104 FUEL							
47-800-105 JANITORIAL SERVICES							
47-800-110 LANDSCAPING							
47-800-112 WEARING APPAREL							
MAINTENANCE							
47-800-200 MOWING						2	
47-800-201 BUILDINGS AND STRUCTURES REPAIRS							
47-800-202 BUILDINGS AND STRUCTURES MAINTENANCE							
47-800-203 VEHICLE MAINTENANCE							
47-800-205 AIRSIDE MAINTENANCE							
47-800-215 STORM DAMAGE REPAIRS							
SUBTOTAL- Prof Dev, Supplies, Repairs and Maint, Other	0	0	0	0	0	6	0

EXHIBIT C **Budget Format Example**

Page 3 of 4

KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD BUDGET FOR FY 20__-20__

Expenses (continued)	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Budget	PROPOSED BUDGET
OTHER							
47-800-302 PROPERTY INSURANCE (County)							
47-800-303 LIABILITY INSURANCE (City)							
47-800-305 OFFICE EQUIPMENT RENTAL							
47-800-307 MARKETING							
47-800-311 LEGAL SERVICES							
47-800-312 PROFESSIONAL SERVICES							
UTILITIES							
47-800-401 CELL PHONES							
47-800-404 WATER & SEWER							
47-800-406 LIGHT AND POWER							
47-800-503 DUES AND SUBSCRIPTIONS							
RESERVE AND CONTINGENCY							
47-800-508 RESERVE FOR CAPITAL							
47-800-512 CONTINGENCY II							
TERMINAL EXPENSES							
47-801-300 PHONE SERVICE							
47-801-301 LIGHT & POWER							
47-801-302 PROPANE GAS							
47-801-303 WATER & SEWER							
SUBTOTAL- Other, Utilities, Reserve and Contingency, Terminal	0	0	0	0	0	0	0
*** TOTAL EXPENSES ***	0	0	0	0	0	8	0
REVENUE OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-
DIFF. TOTAL REVENUES Less TOTAL EXPENSES:							\$ -

EXHIBIT C **Budget Format Example**

Page 4 of 4

KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD						
BUDGET FOR FY 20__-20__						
Revenues	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Budget
48 - AIRPORT CAPITAL						PROPOSED BUDGET
Reimbursement						
48-350-100 REIMBURSEMENT FM TX DOT						
48-350-200 TX DOT REIMB T-HANGARS						
TOTAL Reimbursement						
Intergovernmental						
48-351-100 KERR COUNTY RAMP GRANT M						
48-351-101 CITY OF W/ILLE RAMP GRANT						
48-351-102 KERR COUNTY PROJECT MATCH						
48-351-103 CTY OF KERRVILLE PROJECT MATCH						
TOTAL Intergovernmental	0					
Interest						
48-360-100 INTEREST EARNINGS	0	0	0	0	0	0
TOTAL Transfers In	0	0	0	0	0	0
Transfers In						
48-500-115 TRANSFER IN	0	0	0	0	0	0
TOTAL Transfers In	0	0	0	0	0	0
TOTAL REVENUES	0					0



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

SUBJECT: Appointment to the Economic Improvement Corporation. (This item is eligible for Executive Session per §551.074).

AGENDA DATE OF: May 25, 2021 **DATE SUBMITTED:** Apr 12, 2021

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20210525_Roster_Economic Improvement Corporation 5-2021.pdf](#)

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

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:

Four vacancies exist due to terms expiring June 2021.

Eleven applications have been received: Danny Almond (reappointment), Gregg Appel, Charles Butler, Joe Castillon, Brian Cody, Warren Ferguson, Michael Huff, Marty Lenard, John Lovett, J. Clint Morris, and Greg Richards (reappointment).

RECOMMENDED ACTION:

Appoint members.

EIC

Name	Term	Start Date	reappt	End date
Danny Almond, Vice President	1	May 28 2019	eligible	June 02 2021
Don Barnett	2	May 22 2018	6/2/2020	June 02 2022
Gary Cochrane	1	June 02 2020		June 02 2022
Kent McKinney	1	January 18 2018	n/a	June 02 2021
Margaret Megee	2	May 22 2018	6/2/2020	June 02 2022
Gregory Richards, President	1	May 28 2019	eligible	June 02 2021
Aaron Yates	1	May 28 2019	not eligible	June 02 2021