

AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING

TUESDAY, MARCH 28, 2023, 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 MEETING AGENDA
MARCH 28, 2023 6:00 PM
CITY HALL, 701 MAIN STREET, KERRVILLE, TEXAS



Council Meeting Procedures, City Council and City Staff Safety, Citizen Participation Guidelines

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

Citizens wishing to speak during a meeting shall submit a completed "speaker request form" to the City Secretary before the item is introduced, but are encouraged to submit the form before the meeting begins. Each speaker is limited to four minutes.

Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun.

Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

Pursuant to Section 46.03, Penal Code (places weapons prohibited), a person may not carry a firearm or other weapon on this property.

Thank you for your participation!

CALL TO ORDER: Mayor Judy Eychner

INVOCATION AND PLEDGE OF ALLEGIANCE: Led by Councilmember Roman Garcia.

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 Commendations for outgoing members of the Parks & Recreation Advisory Board.
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 Resolution No. 11-2023. A Resolution authorizing the Director of Parks and Recreation to adjust or waive fees for use of parks and other city facilities; repealing Reso. No. 08-2013.
Attachment: [20230328_Reso 11-2023 Director Parks-Rec adjust-waive fees.pdf](#)
 - 4.B Professional Services Agreement with Freese & Nichols, Inc. for the Wastewater Treatment Plant Clarifier #3 Rehabilitation project in the amount of \$165,000.00.
Attachment: [20230328_Scope FNI WWTP Clarifier 3 Rehab.pdf](#)
 - 4.C Agreement between City of Kerrville and Kerrville Convention & Visitors Bureau, Inc. for use of Hotel Occupancy Tax funds for the purposes of Capital Improvements.
Attachment: [20230328_Agreement KCVB use of HOT funds.pdf](#)

- 4.D City Council workshop minutes, March 14, 2023.
Attachment: [20230328_Minutes CC workshop 3-14-23 5pm.pdf](#)
- 4.E City Council meeting minutes, March 14, 2023.
Attachment: [20230328_Minutes CC meeting 3-14-23 6pm.pdf](#)
- 4.F City Council workshop minutes, March 21, 2023.
Attachment: [20230328_Minutes CC workshop 3-21-23 10am.pdf](#)

END OF CONSENT AGENDA.

5. PUBLIC HEARINGS AND RESOLUTIONS:

- 5.A Resolution No. 10-2023. A Resolution granting a Conditional Use Permit to authorize a utility, private or franchise on property consisting of approximately 0.011 acres, out of the John A. Southmayd Survey No. 148, Abstract No. 288 in Kerr County, Texas, said property being within the 517.2 tract known as Kerrville-Schreiner Park, located at 2385 State Highway 173; said property is located within the Public and Institutional (PI) Zoning District; and making said permit subject to certain conditions and restrictions contained herein.
Attachment: [20230328_Reso 10-2023 CUP Utility or Franchise.pdf](#)

6. CONSIDERATION AND POSSIBLE ACTION:

- 6.A Easement Agreement for broadband communication equipment granted by the City of Kerrville, TX, to Hill Country Telephone Cooperative, Inc. on 0.011 acres out of a portion of Kerrville-Schreiner Park, 2385 State Highway 173.
Attachment: [20230328_Easement Agreement HCTC.pdf](#)

7. ORDINANCES, FIRST READING:

- 7.A Ordinance No. 2023-10. An Ordinance amending Chapter 66, "Library," of the Code of Ordinances of the City of Kerrville, Texas; by amending Article II "Library Advisory Board" to reduce the number of members of the Library Advisory Board; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to the subject.
Attachment: [20230328_Ord 2023-10 Library Board membership amendment.pdf](#)
- 7.B Ordinance No. 2023-11. An Ordinance amending the City's Fiscal Year 2023 (FY2023) budget to reallocate funds for items encumbered within the City's Fiscal Year 2022 (FY2022) budget, but where such items were neither received nor paid for during FY2022; to transfer unspent FY2022 Street Maintenance Funds to the FY2023 Capital Projects Fund; to amend and add a fee to the Fee Schedule; and to make other amendments as provided.
Attachment: [20230328_Ord 2023-11 FY2023 budget amendment.pdf](#)

8. INFORMATION & DISCUSSION:

- 8.A Financial Report Month-Ended 2/28/2023.

9. BOARD APPOINTMENTS:

- 9.A Appointment(s) to the Parks & Recreation Advisory Board.

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.

12. **ITEMS FOR FUTURE AGENDAS:** *City Council may suggest items or topics for future agendas.*

ADJOURN.



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

SUBJECT: Commendations for outgoing members of the Parks & Recreation Advisory Board.

AGENDA DATE OF: March 28, 2023

DATE SUBMITTED: February 16, 2023

SUBMITTED BY: Shelley McElhannon, City Secretary

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:

Morgan Bond, Charles Hueber, Erik Silvius, and Wayne Uecker.

RECOMMENDED ACTION:

Present commendations.



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

SUBJECT: Resolution No. 11-2023. A Resolution authorizing the Director of Parks and Recreation to adjust or waive fees for use of parks and other city facilities; repealing Reso. No. 08-2013.

AGENDA DATE OF: March 28, 2023

DATE SUBMITTED: March 9, 2023

SUBMITTED BY: Ashlea Boyle, Director Parks & Recreation

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? Yes

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

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Attached is a resolution that repeals and updates Resolution No. 08-2013. The new resolution provides an update to the previously outdated resolution. It allows the Director of Parks and Recreation the authority to adjust or waive fees during certain situations where reduced or increased fees would be in the best interest of the City.

Examples of situations resulting in fee adjustments are as follows:

- Encouraging use during non-peak times and unfavorable weather conditions;
- Use by large groups, including tournaments;
- Special programs associated with holidays and other events;
- First-time programs, activities, or events;
- Tourism efforts;
- Capturing additional revenue during peak times or events, such as increasing fees for premium camping rates at Kerrville-Schreiner Park during the 2024 Total Solar Eclipse; and;
- Other similar situations that the Director deems to be in the best interest of the City.

RECOMMENDED ACTION:

Approve Resolution No. 11-2023.

ATTACHMENTS:

[20230328_Reso 11-2023 Director Parks-Rec adjust-waive fees.pdf](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 11-2023**

**A RESOLUTION AUTHORIZING THE DIRECTOR OF PARKS
AND RECREATION TO ADJUST OR WAIVE FEES FOR USE OF
PARKS AND OTHER CITY FACILITIES; REPEALING RESO.
NO. 08-2013**

WHEREAS, the City requires the payment of fees for various uses of City parks and recreational facilities, which fees are adopted each year by City Council as part of the City's fee schedule; and

WHEREAS, the Parks and Recreation Department continues exploring ways of increasing the use of City parks and recreational facilities; and

WHEREAS, as part of an increased marketing effort, the City Manager recommends that City Council authorize the Director of Parks and Recreation to adjust, either by reduction or an increase, or to waive user fees in certain instances; and

WHEREAS, such adjustments may include during non-peak times, to groups, and in other situations where adjusted or waived fees will attract users to the City's parks and other recreational facilities; and

WHEREAS, City Council determines that it is in the public interest of the citizens of Kerrville to authorize the Director of Parks and Recreation to adjust or waive user fees under certain situations;

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

SECTION ONE. The Director of Parks and Recreation ("Director") is authorized to adjust, either by reduction or an increase, or to waive user fees applicable to City parks and recreational areas to include the following or comparable purposes:

- a. encouraging use during non-peak times and unfavorable weather conditions;
- b. use by large groups, including tournaments;
- c. special programs associated with holidays and other events;
- d. first-time programs, activities, or events;
- e. tourism efforts;
- f. capturing additional revenue during peak times or events, such as increasing fees for premium camping rates at Kerrville-Schreiner Park

- during the 2024 Total Solar Eclipse; and
- e. other similar situations that the Director deems to be in the best interest of the City.

SECTION TWO. Where the Director recommends that a fee reduction exceed one year, such reduction must first be approved by City Council.

SECTION THREE. Resolution 08-2013 is repealed.


PASSED AND APPROVED this the _____ day of _____, A.D., 2023.

Judy Eychner, Mayor

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



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

SUBJECT: Professional Services Agreement with Freese & Nichols, Inc. for the Wastewater Treatment Plant Clarifier #3 Rehabilitation project in the amount of \$165,000.00.

AGENDA DATE OF: March 28, 2023 **DATE SUBMITTED:** March 17, 2023

SUBMITTED BY: Kyle Burow, Director Engineering

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$165,000.00	\$700,000.00	\$700,000.00	71-7100-5600

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

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

In 2012, Freese & Nichols, Inc. (FNI) was tasked with performing a risk and capacity assessment for the the Wastewater Treatment Plant (WWTP) in addition to evaluating alternatives for a 20 year planning period in the updated Wastewater Master Plan. The FNI staff evaluated the physical condition of each major process component within the WWTP for condition scoring from 0-100, with zero being the best and 100 being the worst. In addition to the physical condition assessment, the criticality of each component was established based on the amount of treatment capacity affected if the component failed, the impact on treatment effectiveness, and the probable length of an outage to perform significant repairs. The condition and criticality scores were combined in order to obtain an overall risk score for each treatment component. Clarifier #3 was identified in the 2012 Wastewater Master Plan as a "High Risk" status based on a "Poor" condition rating and "Very High Impact" for criticality to be considered as a near-term improvement listed as the second highest risk of failure and impact in the facility. In 2013-2014, the City constructed a new clarifier (Clarifier #2) to meet the TCEQ requirements for redundancy since Clarifier #3 (built in 1984), could not be taken out of service to receive the necessary repairs. The addition of Clarifier #2 now allows for the rehabilitation of the existing clarifiers by providing overflow capacity for the plant during wet weather events and redundancy.

Clarifier #3 was originally constructed in 1984 and has seen severe deterioration in the centerwell as well as corrosion of other metal components nearing levels of what is identified

by the EPA and TCEQ as a "short circuit", and could be considered as a failure to comply with permit conditions. The scope of this project would consist of the rehabilitation of the existing 80-ft diameter Clarifier #3 to include the replacement of the existing clarifier mechanism, structural modifications based on any findings in a limited structural evaluation, improvements to related appurtenances such as access stairs, light poles, hose bibs, algae control equipment, and necessary electrical improvements to maintain TCEQ permit compliance.

This contract is for the engineering /design effort, with a construction project to be bid and contracted at a later date once the design is complete.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute the professional services agreement.

ATTACHMENTS:

[*20230328_Scope FNI WWTP Clarifier 3 Rehab.pdf*](#)

ATTACHMENT A

SCOPE OF SERVICES

Freese and Nichols (FNI) will render the following professional services for the City of Kerrville (City) for the rehabilitation of existing Clarifier No. 3 at the City's Water Reclamation Plant (WRP). FNI will develop Plans, Specifications, Engineer's Opinion of Probable Construction Cost (OPCC), and other related documents for the Project. The Project consists of rehabilitation of Clarifier No. 3 including replacement of the existing clarifier mechanism, structural modifications based on the findings of a limited structural evaluation and associated electrical improvements to accommodate the proposed equipment.

PROJECT ASSUMPTIONS:

1. General Requirements

- a. Project will be designed, bid, and constructed as a single bid package using conventional design-bid-build procurement and in conformance with City policy and State law.
- b. No external funding, such as Texas Water Development Board (TWDB), will be necessary for this Project.
- c. Project Documents will utilize City of Kerrville standard contract documents and general conditions.
- d. Design Drawings will be developed using Autodesk AutoCAD software.
- e. Storm Water Pollution Prevention Plan(s) will be provided by the Contractor.
- f. No TCEQ coordination is required as this project is classified as a "maintenance project" that will not alter the operations of the existing clarifier.
- g. City will provide construction materials testing under a separate contract.
- h. City will provide any required "Special Inspections" required by the International Building Code under a separate contract.

2. Clarifier Equipment and Structural Improvements

- a. Proposed improvements will be isolated to existing Clarifier No. 3 and will include the following items:
 - i. Evaluate up to four (4) potential manufacturers for a replacement clarifier mechanism and access bridge.
 - ii. Perform a visual structural review of the existing clarifier basin and provide recommended structural repairs as part of the Bid Documents. City will drain and clean the clarifier basin to enable the inspection.
 - iii. Evaluate improvements to related appurtenances, including access stairs, light poles, hose bibbs, and algae control equipment.
 - iv. Evaluate the addition of algae control equipment for the effluent trough and effluent weirs, including evaluation of up to three (3) potential manufacturers for equipment.
- b. The proposed design will be in accordance with current TCEQ Chapter 217 requirements.
- c. Bid Drawings will be developed using existing record data and current photo documentation. No topographic or utility surveys will be needed for the design of this project.

- d. If major structural modifications or evaluation of existing soil conditions are determined to be necessary based on the visual structural review, a geotechnical investigation of existing conditions may be required which is not included in this scope.
 - e. The existing flow splitter box will be used to isolate flow from the structure during construction and no bypass pumping would be required.
 - f. Existing Clarifier No. 3 will be dewatered with remaining solids removed by the City prior to construction.
 - g. No major modifications to existing piping, including sludge or scum piping, will be necessary as part of this project, and are not included in this scope.
3. Electrical and Instrumentation Improvements
- a. Electrical improvements will consist of replacement of wiring from the junction box closest to existing Clarifier No. 1 to existing Clarifier No. 3.
 - b. The existing electrical breaker (service) for Clarifier No. 3 will be reused and the proposed electrical equipment will be installed in a weather-proof enclosure mounted on top of the clarifier bridge.
 - c. FNI will confirm that the existing breaker and the existing wiring from the breaker to the junction box is sufficiently sized for the new clarifier equipment.
 - d. No modifications to controls or instrumentation are included in this scope.

BASIC SERVICES

DESIGN PHASE SERVICES: Upon Notice to Proceed from the Owner, FNI will proceed with the performance of the services in this phase as follows:

1. Project Management

- a. Project Scheduling: FNI will prepare and update a project schedule showing estimated project milestones, including duration of expected construction. Updated project schedules will be included with monthly One Page Reports and with the completion of each design phase.
- b. Monthly Invoicing: FNI will prepare and submit monthly invoices to the City for payment in accordance with the Professional Services Agreement. In addition to each invoice, FNI will prepare and submit monthly status reports summarizing the progress to date on the project, work completed during the active month, work anticipated during the upcoming month, and discussion of any scope, schedule, or budget issues that may need to be resolved.
- c. Quality Control: FNI will develop and implement a QA/QC plan for the proposed work. Elements of the QA/QC plan will include the following:
 - i. FNI will develop a Quality Control Plan that will identify individuals responsible for quality review and scheduled reviews of deliverables.
 - ii. FNI will implement the quality control plan developed in the prior task, then monitor and document implementation of the QC plan throughout the project's development. Implementation will consist of internal review of deliverables by designated Quality Control staff prior to delivery to the City.
- d. Quality Assurance: Senior FNI staff will meet and review with project staff to verify that FNI quality control guidelines have been implemented throughout the design process. Two (2) Quality Assurance reviews will be conducted:
 - i. Mid-Design Quality Assurance Review: FNI will prepare for and conduct an internal Quality Assurance Review prior to the completion of the 30% Design Phase.

- ii. Final Design Quality Assurance Review: FNI will prepare for and conduct an internal Quality Assurance Review prior to the completion of the 100% Design Phase.

2. **Preliminary Design Phase**

a. **Meetings:**

- i. External Project Kickoff Meeting with City Staff: Purpose of this meeting is to introduce the FNI Project Team and City Staff, establish project communication protocols between teams, confirm project goals and objectives, review scope of work, schedule, and budget, and coordinate task assignments.
 - 1. FNI will prepare and distribute a kickoff meeting agenda at least one week prior to the meeting.
 - 2. FNI will schedule and attend the kickoff meeting in Kerrville.
 - 3. FNI will prepare and distribute meeting minutes within one week following the project kickoff meeting.
- ii. Internal Kickoff Meeting: Purpose of this meeting is to prepare and orient team members for the proposed work, review project scope, schedule, budget, and assign task assignments.
- iii. Preliminary Design TM Review Workshop: Purpose of this meeting is to review the recommendations provided in the 30% Design Technical Memorandum and determine the proposed modifications related to existing Clarifier No. 3.
- iv. Monthly Progress Meeting: Up to two (2) monthly progress meetings will be conducted between FNI and City team members to discuss progress of work and coordinate design decisions. Meetings can be conducted using City's preferred teleconference/video conference method only and minutes will be produced and distributed by FNI staff.

- b. **Preliminary Design Technical Memorandum:** FNI will develop a technical memorandum evaluating proposed modifications to existing Clarifier No. 3, including recommended manufacturers for clarifier mechanisms, structural repair modifications, potential algae control equipment, and other appurtenance improvements described in the scope of work above. A draft will be provided to the City for preliminary review and a final copy will be produced upon completion of the 30% Design TM Review Workshop. The following tasks will be associated with this work:

- i. Evaluate up to four (4) potential manufacturers for a replacement clarifier mechanism and access bridge.
- ii. Conduct a visual structural evaluation of the existing clarifier basin and determine recommended structural repairs.
- iii. Evaluate improvements to related appurtenances, including access stairs, light poles, hose bibbs, and algae control equipment.
- iv. Evaluate the addition of algae control equipment for the effluent trough and effluent weirs, including evaluation of up to three (3) potential manufacturers for equipment.
- v. FNI will prepare an Engineer's OPCC based on a Class 3 estimate described by the Association of the Advancement of Cost Engineering (AACE) Recommended Practice No. 17R-97 and 56R-08 as described in **Table 1**.

Table 1: AACE International Cost Estimate Classification

Estimate Class	Level of Project Definition	End-Use	Expected Accuracy Range
Class 5	0% to 2%	Screening or feasibility	Low: -20% to -50% High: +30% to +50%
Class 4	1% to 15%	Concept Study or Feasibility	Low: -15% to -30% High: +20% to +50%
Class 3	10% to 40%	Budget Authorization or Control	Low: -10% to -20% High: +10% to +30%
Class 2	30% to 75%	Control or Bid/Tender	Low: -5% to -15% High: +5% to +20%
Class 1	65% to 100%	Check Estimate or Bid/Tender	Low: -3% to -10% High: +3% to +15%

c. Deliverables:

- i. Three (3) hard copies and one (1) electronic copy of the Draft 30% Design TM.
- ii. Three (3) hard copies and one (1) electronic copy of the Final 30% Design TM.
- iii. Electronic copies of meeting materials and minutes.

3. 75% Design Phase

a. Meetings:

- i. 75% Design Review Workshop: Purpose of this meeting is to review the 75% Design Documents with City staff and determine any comments that would need to be incorporated into final design.
- ii. Monthly Progress Meeting: Up to three (3) monthly progress meetings will be conducted between FNI and City team members to discuss progress of work and coordinate design decisions. Meetings can be conducted using City's preferred teleconference method only and minutes will be produced and distributed by FNI staff.

b. 75% Design Documents: FNI will prepare 75% Drawings, Specifications, and an Engineer's OPCC, including incorporation of City comments from the 30% Preliminary Design Phase.

- i. FNI will prepare 75% Drawings, Specifications, and an Engineer's OPCC based on a Class 2 estimated described in **Table 1**. Drawings will include Site Civil, Mechanical, Structural, and Electrical Sheets and Specifications will include Division 00 and 01 Contract Documents.
- ii. Upon delivery of the 75% Design Documents to the City, a 75% Design Review Workshop will be conducted to discuss the proposed design and determine any final comments to be incorporated into the 100% Design Documents.

c. Deliverables:

- i. Three (3) 11"x17" (half-size) hard copies and one (1) electronic copy of the 75% Drawings, Specifications, and Engineer's Class 2 OPCC.
- ii. Electronic copies of meeting materials and minutes.

4. 100% Design Phase

a. Meetings:

- i. 100% Design Review Workshop: Purpose of this meeting is to review the 100% Design Documents with City staff and discuss any pending items needed for Project Advertisement.

- ii. Monthly Progress Meeting: Up to two (2) monthly progress meetings will be conducted between FNI and City team members to discuss progress of work and coordinate design decisions. Meetings can be conducted using City's preferred teleconference method only and minutes will be produced and distributed by FNI staff.
- b. 100% Design Documents: FNI will prepare 100% Drawings, Specifications, and an Engineer's OPCC, including incorporation of City comments from the 75% Design Phase.
 - i. FNI will prepare 100% Drawings, Specifications, and an Engineer's OPCC based on a Class 1 estimated described in **Table 1**. The 100% Design Documents will be used for the Bid Phase and Project Advertisement.
 - ii. Upon delivery of the 100% Design Documents to the City, a 100% Design Review Workshop will be conducted to review the final design and prepare for Project
- c. Deliverables:
 - i. Three (3) 11"x17" (half-size) hard copies and one (1) electronic copy of the 100% Drawings, Specifications, and Engineer's Class 1 OPCC.
 - ii. Electronic copies of meeting materials and minutes.

BID PHASE SERVICES: Upon completion of the design services, FNI will proceed with the performance of the services in this phase as follows:

1. Project Advertisement: FNI will conduct the following tasks during Project Advertisement:
 - a. Assist City in securing bids. Issue a Notice to Bidders to prospective contractors and vendors and selected plan rooms utilizing online services, e.g., CivCast. Provide a copy of the notice to bidders to the City for use in notifying construction new publications and publishing appropriate legal notice. FNI shall be responsible for publication through online services, e.g., CivCast, and the City shall be responsible for publication through all other media, e.g., local newspaper.
 - b. Bid Documents will be made available to prospective bidders, vendors, plan rooms, etc. via online bidding services.
 - c. Assist the City in conducting a pre-bid conference for the construction project and coordinate responses with City. Response to the pre-bid conference will be in the form of addenda issued after the conference.
 - d. Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
 - e. Assist City by responding to questions and interpreting Bid Documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
 - f. FNI will assist the City in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. FNI will provide a Recommendation of Contract Award for the City's review and approval. Pre-qualification of prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
2. Construction Contract Documents: Assist City in the preparation of Construction Contract Documents for construction contracts. Provide five (5) hard copies of Construction Contract Documents which include information from the apparent low bidder's bid documents, legal documents, and addenda bound in the documents for execution by the City and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor.

3. Deliverables:

- a. Two (2) 11"x17" (half-size) hard copies and one (1) electronic copy of the Bid Documents. Specifications will be printed using 8.5"x11" format.
- b. Electronic copy of the Recommendation of Contract Award Letter.
- c. Three (3) 11"x17" (half-size) hard copies, three (3) 22"x34" (full-size) hard copies, and one (1) electronic copy of the Issued for Construction Documents. Three (3) hard copies of the Specifications will be printed using 8.5"x11" format and include hard covers for use during construction.

CONSTRUCTION PHASE SERVICES: Upon completion of the bid phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect the City by providing these services, however it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based FNI standard General Conditions for construction projects. If general conditions other than FNI standards are used, the City will include provisions in the construction contract documents that will require the construction contractor to include FNI and any subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. Meetings:

- a. Pre-Construction Meeting: FNI will assist the City in conducting one (1) pre-construction conference with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract. FNI will prepare and distribute meeting minutes.
- b. Construction Progress Meetings: FNI will conduct up to twelve (12) site visits during the duration of construction (based on an approximately 12-month construction duration), as distinguished from the continuous services of a Resident Project Representative, to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Contract Documents. FNI will coordinate these visits with the City and the Contractor so they occur during active construction activities. If there is no activity such as during equipment lead times, visits will not be made. If FNI is requested to visit the site more frequently than the specified number of visits each month or construction time extends beyond the time anticipated, the requested visits shall be considered an additional service.
- c. Punchlist Meeting: FNI will conduct, in company with City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment.

2. Construction Phase Services: FNI will conduct the following tasks during the Construction Phase:

- a. Establish communication procedures with the City and Contractor using FNI's documentation system, FNI Manager.
- b. Monitor the processing of Contractor's submittals and provide for filing and retrieval of project documentation.
- c. Produce monthly reports indicating the status of all submittals in the review process.
- d. Review Contractor's submittals, including:

- i. Requests for Information
 - ii. Modification Requests (Total of 2 included)
 - iii. Shop Drawings (Total of 30 included)
 - iv. Schedules (Total of 12 included)
 - v. Certified Test Reports
 - vi. Investigations, analyses, studies or design of substitution or equipment or materials, corrections of defective or deficient work of the Contractor or other deviations from the construction contract documents requested by the Contractor and approved by the Owner are an additional service.
- e. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
 - f. Notify City of Contractor's non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction Contract Documents.
 - g. Interpret the drawings and specifications for City and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by City, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
 - h. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by the City and is not included in the services to be performed by Freese and Nichols, Inc.
 - i. Consult with and advise the City during construction, make recommendations to the City regarding materials and workmanship, and prepare change orders with the City's approval.
 - j. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and test equipment, and other data pursuant to the General Conditions of the Construction Contract.
 - k. Assist the City in arranging for testing of materials and laboratory control during construction to be conducted at the City's expense.
 - l. Review and comment on monthly and final estimates for payment to Contractor pursuant to the General Conditions of the Construction Contract.
 - m. Conduct, in company with the City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Contract Documents, and review and comment on the Certificate of Completion and the recommendation for final payment to the Contractor.
 - n. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. One (1) set of prints and an electronic copy of "Record Drawings" shall be provided to the City.

3. Deliverables:

- a. Monthly Status Reports
- b. Construction Progress Meeting Minutes and Reports – Maximum of twelve (12)
- c. Two (2) 11"x17" (half-size) hard copies, one (1) 22"x34" (full-size) hard copies, and one electronic copy of Record Drawings.

ADDITIONAL SERVICES

Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

- A. Topographic surveying, GIS mapping, establishment of survey controls, or construction staking.
- B. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by City.
- C. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by City or 2) due to other causes not solely within the control of FNI.
- D. Evaluation of or planning for external funding such as preparation of applications and supporting documents for government grants, loans, or other funding programs.
- E. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- F. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- G. Preparing data and reports to assist City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- H. Project delivery, contractor selection and procurement by any means other than design-bid-build.
- I. Resident Project Representative services (OWNER's on-site representative) during construction.
- J. Special Inspections required under Chapter 17 of the International Building Code.
- K. Assisting City in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- L. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- M. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- N. Services required to resolve bid protests or to rebid the projects for any reason.
- O. Visits to the site in excess of the number of trips established for periodic site visits, coordination meetings, or contract completion activities.
- P. Services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- Q. Accelerated time schedule.
- R. Services due to hazardous substances, or unforeseen, concealed, or differing site conditions.
- S. Evaluate contractor(s) claim(s) supported by causes not within the control of FNI.
- T. Value engineering studies or reviews of cost savings proposed by contractor after bid submission.
- U. Follow-up professional services during Contractor's warranty period.
- V. Geotechnical investigations, studies and reports.
- W. Power system studies or modifications; or Electric Power Utility coordination.
- X. Development of construction contract agreement and/or general conditions.

TIME OF COMPLETION

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following timeline:

Table 2: Project Timeline

Milestone/Deliverable	Calendar Days
Draft 30% Design Technical Memorandum Submittal	45 Days following Notice to Proceed
Conduct 30% Design TM Review Workshop	±14 Days after submittal of Draft 30% Design TM
75% Design Phase Submittal	70 days following receipt of 30% Design Submittal comments from City
100% Design Phase Submittal	60 days following receipt of 75% Design Submittal comments from City
Bid Phase Documents	14 days following receipt of 100% Design Submittal comments from City
Bid Phase	±30 days for Project Advertisement & Contract Execution
Construction Phase	365 days (335 days for Construction + 30 days for Preparation of Record Drawings)

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to equitable adjustment of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

RESPONSIBILITIES OF CITY

City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. City recognizes and expects that certain Change Orders may be required. Unless noted otherwise, the City shall budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as City's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for project completion.
- H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as City may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- I. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings, and substantial and final completion inspections.
- J. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- K. Provide City's standard construction agreement, general conditions, and other associated documents (as distinguished from general requirements and technical specifications which will be prepared by FNI).

DESIGNATED REPRESENTATIVES: FNI and City designate the following representatives:

City's Designated Representative

Name: Kyle Burow, P.E
 Address: _____

 Phone: _____
 Fax: _____
 E-mail: _____

City's Accounting Representative

Name: Julie Behrens
 Address: _____

 Phone: _____
 Fax: _____
 E-mail: _____

FNI's Accounting Representative

Marissa Mendoza
 10431 Morado Circle, Suite 300
 Austin, TX 78759
 Phone: (512) 381-1837
 E-mail: Marissa.Mendoza@freese.com

FNI's Project Manager

Coby Gee, P.E.
 10431 Morado Circle, Bldg 5 Suite 300
 Austin, Texas 78759
 (512) 617-3183
 Coby.Gee@freese.com

COMPENSATION

Compensation to FNI for the Basic Services above shall be the lump sum of \$165,000. If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services, FNI will notify City for City's approval before proceeding.



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

SUBJECT: Agreement between City of Kerrville and Kerrville Convention & Visitors Bureau, Inc. for use of Hotel Occupancy Tax funds for the purposes of Capital Improvements.

AGENDA DATE OF: March 28, 2023

DATE SUBMITTED: March 14, 2023

SUBMITTED BY: Julie Behrens , Director of Finance

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:

The KCVB operates out of a leased facility along HWY 16 near Interstate 10. They have a long-term lease, and the facility is in need of several key tenant-based updates. The previously approved FY2023 Hotel Occupancy Tax Fund Budget includes \$50,000 to be disbursed to the Kerrville Convention & Visitor's Bureau for the purpose of making facility improvements. Such improvements consist of (but are not limited to) new flooring, updated security, signage, update the layout for a better visitor experience, paint, and other minor miscellaneous modifications if the budget allows. The agreement outlines the disbursement terms and reporting required of the KCVB as well as the allowable use of funds.

RECOMMENDED ACTION:

Authorize City Manager to finalize and execute an agreement with KCVB for capital funding project as budgeted in the FY2023 adopted budget.

ATTACHMENTS:

[*20230328_Agreement KCVB use of HOT funds.pdf*](#)

**AGREEMENT BETWEEN CITY OF KERRVILLE AND
KERRVILLE CONVENTION & VISITORS BUREAU, INC.
FOR USE OF HOTEL OCCUPANCY TAX FUNDS FOR THE
PURPOSES OF CAPITAL IMPROVEMENTS**

THIS AGREEMENT made and entered into this ____ day of _____, 2023, between the **City of Kerrville, Texas** ("City"), a home rule municipal corporation, and the **Kerrville Convention & Visitors Bureau, Inc.** ("CVB"), a Texas non-profit corporation.

WITNESSETH:

WHEREAS, the City levies a tax within the City and its extraterritorial jurisdiction upon the occupancy of any room or space furnished by any hotel or motel and, pursuant to the provisions of Chapter 351 of the Texas Tax Code, disperses the proceeds of said tax to numerous organizations for their use pursuant to Chapter 351; and

WHEREAS, CVB undertakes various activities and services for the promotion of tourism and the convention and hotel industry in an effort to attract tourists and convention delegates to the Kerrville area, to include operating a "visitor information center" (the "Building") for visitors and others who are seeking information and recommendations as to activities and overnight stays within the Kerrville area; and

WHEREAS, CVB seeks to make improvements to the Building to include the replacement of flooring, updating security and alarm systems, and replacing damaged signs (the "Project"); and

WHEREAS, the City's Fiscal Year 2023 budget included funding for the Project, which is authorized pursuant to Section 351.101(a)(1), Texas Tax Code; and

WHEREAS, CVB intends to complete the Project before January 1, 2024; and

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to each party, as well as to the citizens of the City of Kerrville, Texas, the parties have agreed and do hereby agree as follows:

ARTICLE I

City grants CVB an amount not to exceed \$50,000.00 from revenues that City receives pursuant to its imposition of the tax authorized by Chapter 351 of the Texas Tax Code (the "Grant"). CVB shall use the funding for making improvements to the

Building, with the scope and budget of the Project shown in **Exhibit A**, which is attached hereto and included herein for all purposes. CVB shall not substantively alter said descriptions and depictions of the Project in any respect without the prior written approval of the City Manager.

ARTICLE II

Once CVB has completed the planning process for the Project, it may request the Grant from City. City will disburse the Grant as a single lump sum to the CVB; however, prior to this payment from City, CVB must first submit written evidence of the Project's budget, detailed work and the corresponding costs, and estimated timeline for completion to City for its review and approval. Thereafter and following payment, City may require on-site inspections to confirm the status of the Project. Such inspections may occur at mutually agreeable times between the parties and are not the same or in lieu of permit and code inspections conducted by the City.

ARTICLE III

CVB shall be solely responsible for the procurement and management of architectural, design, planning, and construction services and the acquisition of materials.

ARTICLE IV

The term of this Agreement is for a period beginning on March 29, 2023, and ending upon the completion of the Project or January 1, 2024, whichever occurs first.

ARTICLE V

CVB shall maintain books of account with correct entries of all expenditures that are made according to the terms of this Agreement. Any and all books of account of CVB must be at all times open to the inspection of City or any of its officers or agents. Upon such inspection, City, its officers or agents, must be afforded the opportunity on premises to make photographic copies of any and all documentation of books of account, including statements of account relating to the disposition of funds provided by City under this Agreement. CVB shall maintain these books of account in Kerr County for a period of three (3) years following the date that this Agreement terminates.

ARTICLE VI

During the term of this Agreement, CVB shall provide City with quarterly reports in writing with updates of the Project, to include expenditures to date with invoices for such expenditures. Not later than January 15, 2024, CVB shall provide to the City Manager a final written report with respect to the Project and may be asked to present the report to City Council during one of its meetings. The final report shall include a detailed itemization of the expenditures with invoices, final project overview, and before and after pictures.

ARTICLE VII

This Agreement does not create any joint venture, partnership, or agency relationship between City and CVB, it being the intent of the parties that CVB will at all times be and operate hereunder as an independent contractor. CVB has exclusive control of, and the exclusive right to control the details of the work to be performed hereunder and all personnel performing same, and is solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, volunteers, licensees, and invitees. In no event will any person participating in or performing any of CVB's duties or responsibilities hereunder be considered an officer, agent, servant, or employee of the City.

ARTICLE VIII

In the event of any default by CVB hereunder, including the use of the funds provided herein for purposes other than those stated in Article I, above, City may terminate this Agreement and seek reimbursement from CVB of the funds used in conflict with this Agreement.

ARTICLE IX

CVB shall assume and does hereby assume all responsibility and liability for damages sustained by persons or property, whether real or asserted, by or from the carrying on of work or in the performance of services performed and to be performed hereunder. **CVB covenants and agrees to, and does hereby indemnify, defend, and hold harmless the City and all its officers, agents, and employees** from all suits, actions, claims, and expenses of any character, including attorney's fees, brought for or incurred on account of any injuries or damages, whether real or asserted, sustained by any person or property by or in consequence

of any intentional or negligent act, omission, or conduct of CVB, its agents, servants or employees.

ARTICLE X

This Agreement may only be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

ARTICLE XI

CVB shall adhere to all local, state, and federal laws and regulations that may affect its actions made pursuant to this Agreement, and shall maintain in effect during the term of this Agreement any and all federal, state, and local licenses and permits which may be required of CVB.

ARTICLE XII

CVB may not assign this Agreement without the written consent of the City Manager.

ARTICLE XIII

The waiver by City of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

ARTICLE XIV

The obligations of the parties to this Agreement are performable in Kerr County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Kerr County, Texas.

ARTICLE XV

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

ARTICLE XVI

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

ARTICLE XVII

Neither City nor CVB shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods, and any other cause not reasonably within the control of City or CVB except as herein provided, and which by the exercise of due diligence City or CVB is unable, wholly or in part, to prevent or overcome.

ARTICLE XVIII

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties, which relate to matters in this Agreement.

SIGNED AND AGREED by City and CVB on the dates indicated below.

CITY OF KERRVILLE, TEXAS

**KERRVILLE CONVENTION
&VISITORS BUREAU, INC.**

By: _____
E.A. Hoppe, City Manager

By: _____
_____, Exec. Dir.

_____, 2023
Date

_____, 2023
Date

ATTEST:

APPROVED AS TO FORM:

Shelley McElhannon, City Secretary



Michael C. Hayes, City Attorney



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

SUBJECT: City Council workshop minutes, March 14, 2023.

AGENDA DATE OF: March 28, 2023

DATE SUBMITTED: March 1, 2023

SUBMITTED BY: Shelley McElhannon, City Secretary

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:

City Council workshop minutes held March 14, 2023 at 5:00 p.m., City Hall.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[*20230328_Minutes CC workshop 3-14-23 5pm.pdf*](#)

**CITY COUNCIL WORKSHOP MINUTES
CITY HALL COUNCIL CHAMBERS**

**MARCH 14, 2023 5:00 PM
701 MAIN STREET, KERRVILLE, TEXAS**

CALL TO ORDER: On March 14, 2023 at 5:00 p.m., the City Council workshop was called to order by Mayor Judy Eychner at the City Hall Council Chambers, 701 Main Street.

COUNCILMEMBERS PRESENT:

Judy Eychner, Mayor
Kim Clarkson, Mayor Pro Tem, Council Place 2
Roman Garcia, Council Place 1
Joe Herring Jr, Council Place 3
Brenda Hughes, Council Place 4

COUNCILMEMBERS ABSENT:

None

CITY STAFF PRESENT:

E.A. Hoppe, City Manager
Mike Hayes, City Attorney
Kim Meisner, Asst City Manager

Shelley McElhannon, City Secretary
Ashlea Boyle, Director Parks & Rec
Drew Paxton, Dir Planning & Zoning

VISITOR(S) PRESENT:

Jeffrey Brown, Manager of the Kathleen C. Cailloux City Center for Performing Arts
Louis Amestoy, Media Roger Mathews, Media
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. PUBLIC COMMENT:

The following person(s) spoke:

- Mendy Marsh

2. INFORMATION AND DISCUSSION:

2A. Playhouse 2000 update.

Jeffrey Brown provided information, and Jeffrey Brown and E.A. Hoppe responded to questions. Jeffrey Brown introduced Board members Lynn Niles and Ken Harris.

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION:

3A. Zoning Code amendment regarding fencing requirements.

Drew Paxton provided information, and Drew Paxton and E.A. Hoppe responded to questions.

4. EXECUTIVE SESSION: Executed Session was not called nor convened.

5. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION IF ANY: N/A

ADJOURN. The workshop adjourned at 5:57 p.m.

APPROVED BY COUNCIL: _____ ATTEST:

Judy Eychner, Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: City Council meeting minutes, March 14, 2023.

AGENDA DATE OF: March 28, 2023

DATE SUBMITTED: March 1, 2023

SUBMITTED BY: Shelley McElhannon, City Secretary

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:

City Council meeting minutes held March 14, 2023 at 6:00 p.m., City Hall.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[*20230328_Minutes CC meeting 3-14-23 6pm.pdf*](#)

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
MARCH 14, 2023 6:00 PM**

On March 14, 2023 at 6:05 p.m., Mayor Judy Eychner called the Kerrville City Council meeting to order in City Hall Council Chambers, 701 Main Street, provided the invocation, and led the Pledge of Allegiance.

COUNCILMEMBERS PRESENT:

Judy Eychner, Mayor
Kim Clarkson, Mayor Pro Tem/Councilmember Place 2
Roman Garcia, Councilmember Place 1
Joe Herring, Jr., Councilmember Place 3
Brenda Hughes, Councilmember Place 4

COUNCILMEMBER ABSENT:

None

CITY EXECUTIVE STAFF:

E.A. Hoppe, City Manager
Mike Hayes, City Attorney
Kim Meisner, Asst City Manager
Shelley McElhannon, City Secretary

Ashlea Boyle, Director Parks & Rec
Stuart Cunyus, Public Information Officer
Chris McCall, Police Chief
Drew Paxton, Planning Director

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. ANNOUNCEMENTS OF COMMUNITY INTEREST:

Announcements of Community Interest provided by Stuart Cunyus and Mayor Eychner.

2. PRESENTATION(S):

2A. Kerrville Kindness Award recognizing Peterson Regional Medical Center Darin Smith and the Kerrville Police Departments' Tivy High School Resource Officer Justin Gonzales.

Mayor Eychner recognized Darin Smith and Officer Justin Gonzales for coordinating the installation of safety signs at the student parking lots.

2B. Proclamation recognizing March 2023 as American Red Cross Month in Kerrville, Texas.

Mayor Eychner presented a proclamation recognizing March 2023 as the American Red Cross Month in Kerrville, Texas, which was received by the Hill Country American Red Cross Executive Director Debbie Zabica.

2C. Proclamation recognizing March 2023 as the March for Meals month at the Dietert Center in Kerrville, Texas.

Mayor Eychner presented a proclamation recognizing March 2023 as the March for Meals month at the Dietert Center, which was received by the Dietert Center Executive Director Brenda Thompson and Director of Philanthropy Paige Sumner.

3. VISITORS FORUM:

The following person(s) spoke:

- Stephen Foley
- Peggy McKay

4. CONSENT AGENDA:

Mayor Eychner made a motion to approve the Consent Agenda, seconded by Councilmember Brenda Hughes. The motion passed 5-0.

4A. Adopt-A-Highway Program Agreement Renewal between Texas Department of Transportation and City of Kerrville, TX.

4B. City Council workshop minutes February 28, 2023.

4C. City Council meeting minutes February 28, 2023.

END OF CONSENT AGENDA.

5. ORDINANCE(S), SECOND READING:

5A. Ordinance No. 2023-09, second reading. An Ordinance amending Chapter 90 of the Code of Ordinances, City of Kerrville, Texas, titled "Streets, Sidewalks, and Other Public Places"; by adding a new Article titled "Right-Of-Way Management", to create regulations, including a permit requirement, for construction, maintenance, and repair work within the City's Rights-Of-Way; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2023-09 caption into record.

Drew Paxton provided information, and Drew Paxton and E.A. Hoppe responded to questions.

Councilmember Hughes made a motion to approve Ordinance No. 2023-09 on second reading, seconded by Councilmember Joe Herring, Jr. The motion passed 5-0.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Amended Commercial Lease between the City of Kerrville and BTB Baseball Ventures, LLC.

Shelley McElhannon read item 6A caption into record.

Ashlea Boyle, E.A. Hoppe, and DBAT General Manager Neko Gonzales provided information and responded to questions.

The following person(s) spoke:

- George Baroody

Councilmember Kim Clarkson made a motion to add Item 9C from the original 2016 Commercial Lease back into the 2023 Commercial Lease amendment, seconded by Councilmember Hughes. The motion passed 5-0.

Councilmember Garcia made a motion to add the *guarantee language provisions* back into the Lease Agreement, seconded by Councilmember Clarkson. The motion passed 5-0.

Councilmember Garcia made a motion that under the *rent and expenses provisions* to change the higher number to be 500 or 500 and one plus, and make it a rolling period instead of a calendar year. Councilmember Garcia withdrew the motion.

Councilmember Garcia made a motion that under the *rent and expenses provisions* to make the higher number 500 and one plus teams. Mayor Eychner called for a second, with no second forthcoming. Motion died for lack of second.

Councilmember Garcia made a motion to change the term from prior calendar year to rolling calendar year or rolling period in order to track. Mayor Eychner called for a second, with no second forthcoming. Motion died for lack of second.

Councilmember Garcia made a motion to add a provision to allow residents of the City to enter and watch games and tournaments free of charge with proof of residency, seconded by Councilmember Herring. The motion failed 2-3 with Councilmember Garcia and Councilmember Herring voting in favor, and Councilmember Clarkson, Councilmember Hughes, and Mayor Eychner opposed.

Councilmember Garcia made a motion to table until next regular meeting. Mayor Eychner called for a second, with no second forthcoming. Motion to table died for lack of second.

Councilmember Clarkson made a motion to authorize the City Manager to execute and sign the final amended Commercial Lease based on the two amendments approved by Council, seconded by Councilmember Herring. The motion passed 5-0.

7. **EXECUTIVE SESSION:** Executive Session not convened.

8. **ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY.** N/A

9. **ITEM(S) FOR FUTURE AGENDAS:**

- Councilmember Hughes – review Animal Control Ordinance on a future agenda, seconded by Councilmember Clarkson. Consensus 5-0.
- Mayor Eychner – Library Board Ordinance amendment to remove County representative (at the next City Council meeting), seconded by Councilmember Herring. Consensus 5-0.

ADJOURN. The meeting adjourned at 8:00 p.m.

APPROVED BY COUNCIL: _____

APPROVED:

ATTEST:

Judy Eychner, Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: City Council workshop minutes, March 21, 2023.

AGENDA DATE OF: March 28, 2023

DATE SUBMITTED: March 1, 2023

SUBMITTED BY: Shelley McElhannon, City Secretary

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:

City Council workshop minutes held March 21, 2023 at 10:00 a.m., City Hall.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[20230328_Minutes CC workshop 3-21-23 10am.pdf](#)

**CITY COUNCIL WORKSHOP MINUTES
CITY HALL COUNCIL CHAMBERS**

**MARCH 21, 2023 10:00 AM
701 MAIN STREET, KERRVILLE, TEXAS**

CALL TO ORDER: On March 21, 2023 at 10:00 a.m., the City Council workshop was called to order by Mayor Judy Eychner at the City Hall Council Chambers, 701 Main Street.

COUNCILMEMBERS PRESENT:

Judy Eychner, Mayor
Roman Garcia, Place 1
Joe Herring Jr, Place 3
Brenda Hughes, Place 4

COUNCILMEMBERS ABSENT:

Kim Clarkson, Mayor Pro Tem, Place 2

CITY STAFF PRESENT:

E.A. Hoppe, City Manager
Mike Hayes, City Attorney
Michael Hornes, Asst City Manager
Kim Meisner, Asst City Manager
Shelley McElhannon, City Secretary

David Barrera, Asst Director Public Works
Stuart Barron, Exec Director PW & Eng
Julie Behrens, Director of Finance
Scott Loveland, Asst Director Public Works
Trina Rodriguez, Asst Director of Finance

VISITOR(S) PRESENT: None

1. PUBLIC COMMENT: None

2. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION:

2A. Drought conditions update.

E.A. Hoppe introduced item. Stuart Barron, E.A. Hoppe, and Julie Behrens provided information and responded to questions.

2B. Water revenue forecasting.

E.A. Hoppe introduced item. Julie Behrens, E.A. Hoppe, and Trina Rodriguez provided information and responded to questions.

2C. Mid-year budget amendment discussion.

E.A. Hoppe introduced item. Julie Behrens and E.A. Hoppe provided information and responded to questions.

3. EXECUTIVE SESSION: Not convened.

4. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION IF ANY: N/A

ADJOURN. The workshop adjourned at 11:46 a.m.

APPROVED BY COUNCIL: _____

ATTEST:

Judy Eychner, Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: Resolution No. 10-2023. A Resolution granting a Conditional Use Permit to authorize a utility, private or franchise on property consisting of approximately 0.011 acres, out of the John A. Southmayd Survey No. 148, Abstract No. 288 in Kerr County, Texas, said property being within the 517.2 tract known as Kerrville-Schreiner Park, located at 2385 State Highway 173; said property is located within the Public and Institutional (PI) Zoning District; and making said permit subject to certain conditions and restrictions contained herein.

AGENDA DATE OF: March 28, 2023

DATE SUBMITTED: March 17, 2023

SUBMITTED BY: Drew Paxton, Planning Director

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:

Proposal: Public hearing, consideration and action to recommend a resolution to allow a Conditional Use Permit for a Utility, Private or Franchise on 0.011 acres out of the John A. Southmayd Survey No. 148, Abstract No. 288; and more commonly known as 2282 Bandera Hwy, a portion of Kerrville Schreiner Park. (Case No. PZ-2023-1)

The request is for a conditional use permit to allow the installation of broadband communications equipment. The zoning code requires a CUP for any private utility installation.

Procedural Requirements: Five letters were mailed on 1/19/2023 to adjacent property owners. The public notice was published in the Kerrville Daily Times on 1/12/2023. An informational sign was posted on the property on 1/23/23. At the time of drafting this Agenda Bill, no public comments had been received.

Staff Analysis and Recommendation: Consistency with the Kerrville 2050 Comprehensive Plan: The property and surrounding area are designated as Strategic Catalyst Area 10. This is the southernmost arc of the SH 173 corridor in Kerrville. It runs parallel to the Guadalupe River to the east. Allowable Place Types: Rural Living, Estate Residential, Professional Services, Agriculture and Outdoor Tourism. Place Type Distinctions: Professional Services place types are appropriate around or near the highway. Estate Residential and Rural Living housing are most appropriate southwest of SH 173. Agriculture and Outdoor Tourism uses are best suited to the River corridor.

This private utility installation would help support future and existing uses in this catalyst area and elsewhere across the City of Kerrville.

Public Safety: With advancements in technology, first responders increasingly use wireless services to share video and other important data in order to keep people safe and save lives. They rely on dependable, available broadband to accomplish mission-critical communications that make the success of their efforts possible.

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: PI

Existing Land Uses: Kerrville Schreiner Park

Direction: North

Current Zoning: C-2

Existing Land Uses: Restaurant

Direction: South, East, and West

Current Zoning: PI

Existing Land Uses: Kerrville Schreiner Park

Thoroughfare Plan: There should be no impact on the thoroughfare system.

Traffic Impact: There should be no traffic impact.

Parking: N/A

Recommendation: Staff recommends approval of the CUP for Utility, Private or Franchise with the following conditions:

- A. **Licensing/Easement:** All use shall comply with federal and state laws, including applicable licensing and permit regulations and the easement applicable to the Property.
- B. **Installation:** Installation shall occur in strict conformance to the site plan attached as

Exhibit B.

- C. **Inspections:** The operator shall allow and comply with all applicable inspections, to include acquiring building permits from the City.
- D. **Fencing:** fencing shall comply with the City's Zoning Code and is subject to an agreement with the City as to the installation on and operation of the Property.
- E. **Other Zoning Regulations:** The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as may be amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, the provisions of this Resolution will prevail.

RECOMMENDED ACTION:

Approve Resolution No. 10-2023.

ATTACHMENTS:

[*20230328_Reso 10-2023 CUP Utility or Franchise.pdf*](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 10-2023**

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO AUTHORIZE A UTILITY, PRIVATE OR FRANCHISE ON PROPERTY CONSISTING OF APPROXIMATELY 0.011 ACRES, OUT OF THE JOHN A. SOUTHMAYD SURVEY NO. 148, ABSTRACT NO. 288 IN KERR COUNTY, TEXAS; SAID PROPERTY BEING WITHIN THE 517.2 TRACT KNOWN AS KERRVILLE-SCHREINER PARK LOCATED AT 2385 STATE HIGHWAY 173; SAID PROPERTY IS LOCATED WITHIN THE PUBLIC AND INSTITUTIONAL (PI) ZONING DISTRICT; AND MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN

WHEREAS, the City of Kerrville, Texas ("City"), as owner of the property graphically depicted in the location map in **Exhibit A** (the "Property"), being attached hereto and made a part hereof for all purposes, is requesting approval of a Conditional Use Permit (CUP) to allow an approximate 0.011-acre tract of land located within a Public and Institutional (PI) Zoning District to be used for a utility, private or franchise, as that term is defined within the City's Zoning Code (Ch. 60, Code of Ordinances) (the "Zoning Code"); and

WHEREAS, the City Planning and Zoning Commission and the City Council, in compliance with state law and the Zoning Code, and in particular, the approval of Conditional Use Permits, and the official zoning map; having given the requisite notices by United States mail, publication, and otherwise; and after holding due public hearings and affording a full and fair hearing to all of property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, City Council, finds that the health, safety, and general welfare will be best served by the granting of a Conditional Use Permit, subject to the special conditions and restrictions set out hereinafter on the Property;

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

SECTION ONE. A Conditional Use Permit is granted to permit the property described below, and located within a Public and Institutional (PI) Zoning District, to be developed and used for utility, private and franchise, and such use is subject to the provisions of this Resolution and other City ordinances and regulations:

Legal Description: Being an approximate 0.011 acre out of the John A. Southmayd Survey No. 148, Abstract No. 288, in Kerr County, Texas; said property being more specifically described and depicted at **Exhibit B**, attached hereto and made a part hereof for all purposes.

General Location: 2385 Highway 173, Kerrville, TX 78028

SECTION TWO. In addition to the development and use regulations currently applicable to the Property, development and use of the Property is subject to the following additional conditions:

- A. Licensing/Easement:** All use shall comply with federal and state laws, including applicable licensing and permit regulations and the easement applicable to the Property.
- B. Installation:** Installation shall occur in strict conformance to the site plan attached as **Exhibit C**.
- C. Inspections:** The operator shall allow and comply with all applicable inspections, to include acquiring building permits from the City.
- D. Fencing:** fencing shall comply with the City's Zoning Code and is subject to an agreement with the City as to the installation on and operation of the Property.
- E. Other Zoning Regulations:** The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as may be amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, the provisions of this Resolution will prevail.

SECTION THREE. This Resolution and the Conditional Use Permit granted hereby is subject to termination in accordance with the Zoning Code.

SECTION FOUR. City Council finds and determines that its adoption of this Resolution promotes the health, safety, and general welfare of the public and is a proper valid exercise of the City's police powers.

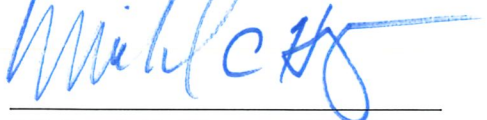
SECTION FIVE. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION SIX. This Resolution is effective upon adoption.

PASSED AND APPROVED ON this the ____ day of _____, A.D., 2023.

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



City of Kerrville, KPUB, Maxar, Microsoft


Location Map

Case # PZ-2023-1

Location:

Proposed HCTC Easement

Legend

-  Subject Properties
-  200 Feet Notification Area



0 50 100 200

Scale In Feet

01/10/2023

FIELD NOTE DESCRIPTION OF A 0.011 ACRE PARCEL
BEING WITHIN A 517.2 ACRE (CALLED 500 ACRE) TRACT
KNOWN AS THE "KERRVILLE-SCHREINER PARK"

Being all of a certain tract or parcel of land containing 0.011 acres more or less, out of the John A. Southmayd Survey No. 148, Abstract No. 288 in Kerr County, Texas; said tract being within a 517.2 acre (called 500 acre) tract conveyed to the City of Kerrville by Deed as recorded in Volume 1334, Page 43, Deed Records of Kerr County, Texas; more particularly described by its metes and bounds as follows:

(NOTE: The following courses are based on an RTK/GNSS survey conducted on the ground, N.A.D.83 datum, Texas State Plane Coordinates, S. Central Zone reduced to horizontal ground distances expressed in U.S. Survey feet. Where record or deed courses differ from the surveyed values, the record value is shown in parenthesis)

BEGINNING at a 1 inch square steel stake found in the south Right-of-Way line of State Highway No. 173 known as "Bandera Highway" marking the northwest corner of the herein described parcel identical to the northwest corner of said 517.2 acre tract, and northeast corner of a 0.91 acre tract to L. Howard by Warranty Deed recorded in file No. 12-4841, Deed Records of Kerr County, Texas from which point a 1/2 inch steel rod purportedly marking the northwest corner of said Survey 0.91 acre tract bears N56°24'17"W, 193.84 feet;

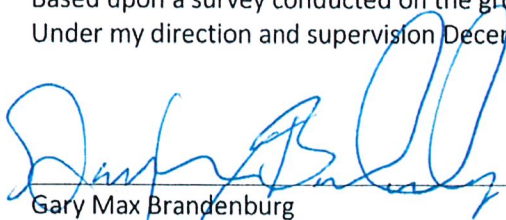
THENCE southeasterly and running parallel more or less approximately 3 feet north of a wire fence line between said Right-of-Way and the herein described parcel S55°56'27"E, 15.28 feet, to a 5/8 inch diameter iron rod with plastic cap stamped "WES 10194410" set firmly in the ground adjacent to said fence line marking the northeast corner of the herein described parcel;

THENCE southwesterly over and across open land, S45°04'10"W, at approximately 3 feet crossing said wire fence, in total 32.91 feet to a 5/8 inch diameter steel rod with plastic cap stamped "WES 10194410" set firmly in the ground marking the southeast corner of the herein described parcel;

THENCE northwesterly continuing across open land, N44°55'50"W, 15.0 feet to a chiseled "X" in a stone wall, at a point of intersection with the east line of said 0.91 acre tract for the southwest corner of the herein described parcel;

THENCE northeasterly along said stone wall and east line of said 0.91 acre tract, N45°04'10"E, 29.99 feet, to the **POINT of BEGINNING** containing 471.83 square feet or 0.011 acres more or less.

Based upon a survey conducted on the ground
Under my direction and supervision December 13, 2022



Dated: 12/14/2022

Gary Max Brandenburg
Registered Professional Land Surveyor
State of Texas
Registration No. 5164



WELLBORN
ENGINEERING &
SURVEYING

TBPLS FIRM NO. 10194410
PHONE: 830.217.7100
WWW.WELLBORNENGINEERING.COM

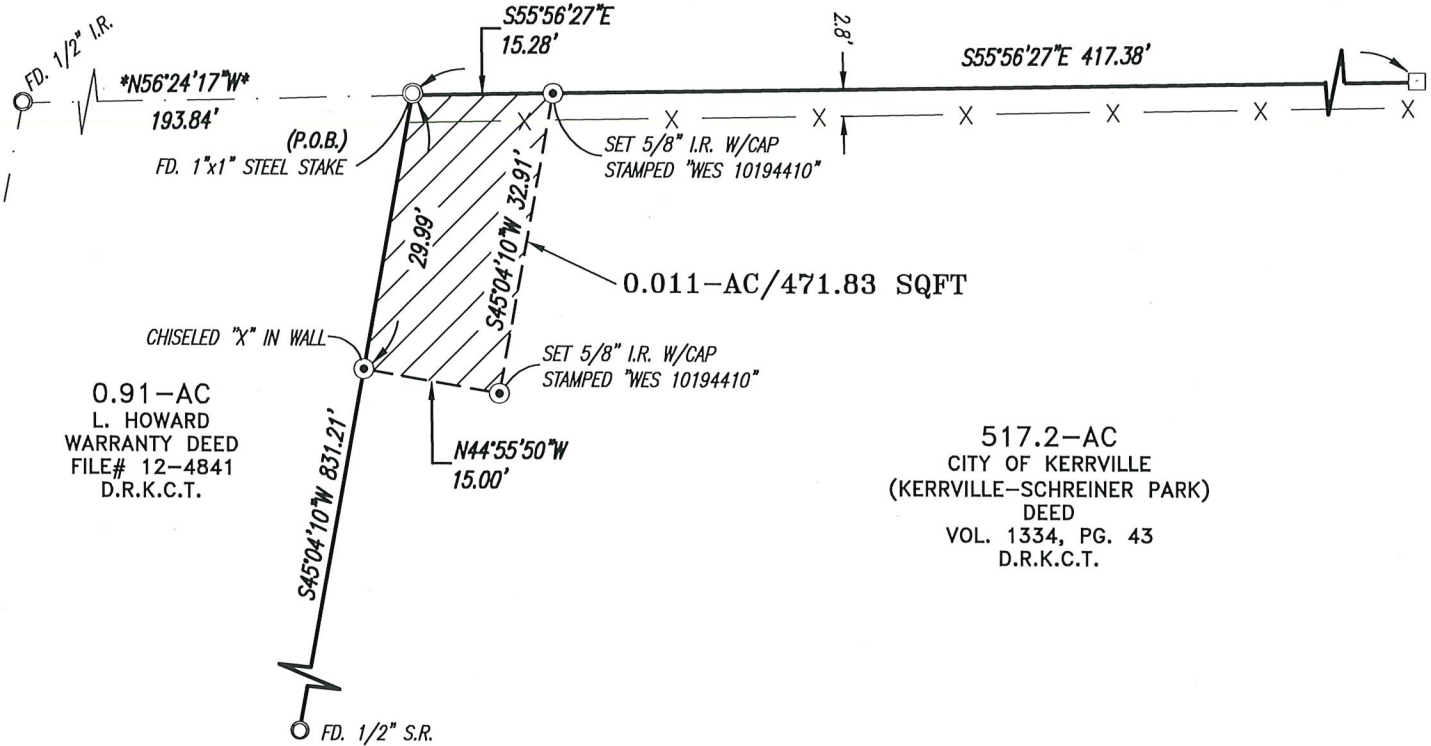
631 WATER STREET
KERRVILLE, TX 78028

EXHIBIT B

SH 173/BANDERA HWY.
(120' WIDE R.O.W.)



GRID
SCALE: 1"=20'



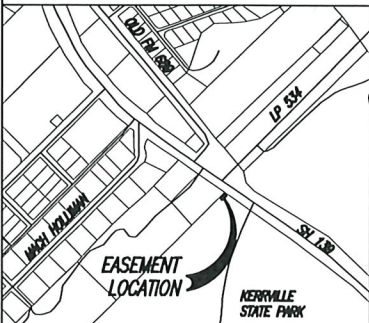
*** SURVEYOR'S CERTIFICATION ***
I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS EXHIBIT CORRECTLY REPRESENTS A SURVEY MADE UPON THE GROUND OF THIS PROPERTY IN THE MONTH OF DECEMBER, 2022 UNDER MY DIRECTION AND SUPERVISION, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Gary Max Brandenburg
Gary Max Brandenburg, R.P.L.S.
Registration No. 5164

DATED: DECEMBER 14, 2022

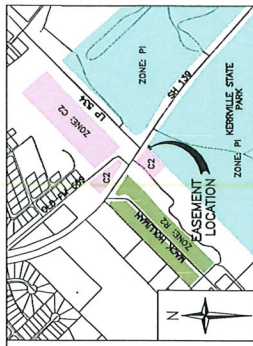
* LEGEND *

- SET CORNER AS NOTED
- FOUND CORNER AS NOTED
- FOUND CONCRETE TXDOT MONUMENT
- PROPERTY LINE —————
- WIRE FENCE LINE ——— X ———
- EASEMENT LINE - - - - -
- VARIABLE WIDTH EASEMENT



PROJECT: WES: 20-172	SCALE: 1" = 20'	SHEET NO. 1 of 1
-------------------------	--------------------	---------------------

VICINITY MAP 1"=2000' SOURCE: KERRVILLE GIS	631 WATER STREET KERRVILLE, TX 78028 830-217-7100	wellbornengineering.com FIRM# 10194410 T.B.P.E.L.S.	WELLBORN ENGINEERING & SURVEYING
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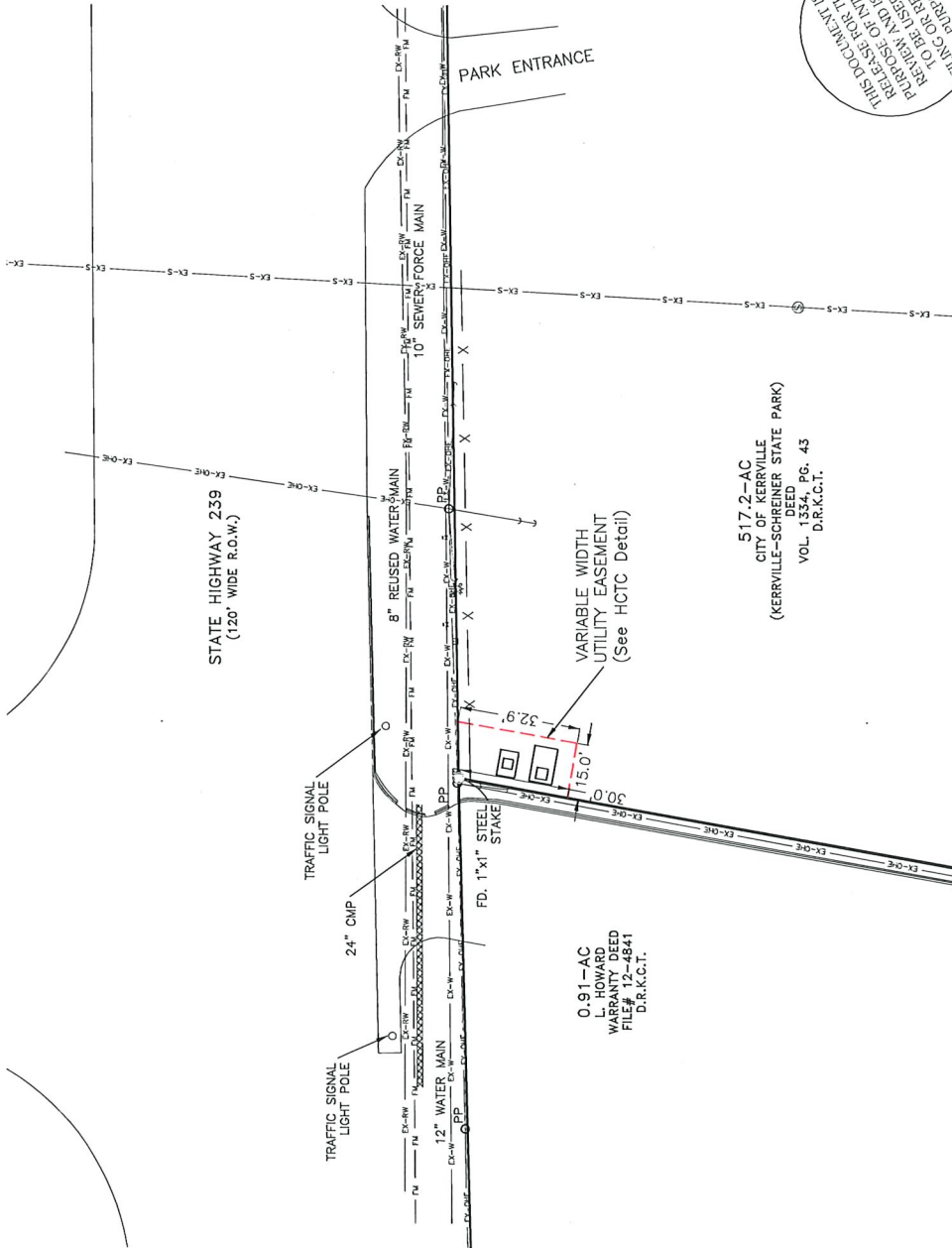
VICINITY MAP

1"=1000'
SOURCE: KERRVILLE GIS

EXHIBIT C



GRID



- * LEGEND ***
- FOUND CORNER AS NOTED
 - PP○ UTILITY POLE
 - SANITARY SEWER MANHOLE
 - TELEPHONE PEDESTAL
 - ⌘ FIRE HYDRANT
 - ⌘ WATER VALVE
 - PROPERTY LINE
 - PROPOSED EASEMENT
 - CURB & GUTTER
 - BARBED WIRE FENCE
 - OVERHEAD ELECTRIC LINE
 - WATER LINE
 - SEWER LINE
 - FORCE MAIN SEWER LINE
 - REUSE WATER LINE
 - ROCK WALL



SCALE: 1"=30'

SITE PLAN EXHIBIT

631 WATER STREET
KERRVILLE, TX 78028
830-217-7100
wellbornengineering.com
FIRM# 10194410
T.B.P.E.L.S.

PROJECT:	SCALE:	FIELD:	DRAFTING:	CHECKED:
WES: 20-172	1" = 30'	JSBM	JSM	RSM
LAST FIELD VISIT: 12.04.2020				SHEET NO.
LAST DRAFT REVISION: 12.15.2020				1 of 1

THIS DOCUMENT IS
PREPARED FOR
RECORD AND IS NOT
TO BE USED FOR
ANY OTHER
PURPOSES
WITHOUT THE
WRITTEN
CONSENT OF
WELLBORN
ENGINEERING &
SURVEYING

WELLBORN
ENGINEERING &
SURVEYING

517.2-AC
CITY OF KERRVILLE
(KERRVILLE-SCHREINER STATE PARK)
DEED
VOL. 1334, PG. 43
D.R.K.C.T.

0.91-AC
L. HOWARD
WARRANTY DEED
FILE# 122-4841
D.R.K.C.T.



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

SUBJECT: Easement Agreement for broadband communication equipment granted by the City of Kerrville, TX, to Hill Country Telephone Cooperative, Inc. on 0.011 acres out of a portion of Kerrville-Schreiner Park, 2385 State Highway 173.

AGENDA DATE OF: March 28, 2023 **DATE SUBMITTED:** March 17, 2023

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

The request is for an easement to allow the installation of broadband communications equipment. This private utility installation would help support future and existing uses in this catalyst area and elsewhere across the City of Kerrville. With advancements in technology, first responders increasingly use wireless services to share video and other important data in order to keep people safe and save lives. They rely on dependable, available broadband to accomplish mission-critical communications that make the success of their efforts possible.

RECOMMENDED ACTION:

Approve the recording of the easement.

ATTACHMENTS:

[*20230328_Easement Agreement HCTC.pdf*](#)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**EASEMENT AGREEMENT
(Broadband Communication Equipment)**

Date: MARCH 24, 2023

Grantor: City of Kerrville, Texas, a Texas home-rule municipal corporation

Grantor's Mailing Address: City Hall
701 Main St.
Kerrville, TX 78028
Attn: City Manager and
Director of Parks and Recreation

Grantee: Hill Country Telephone Cooperative, Inc.

Grantee's Mailing Address: P.O. Drawer D
Ingram, TX 78025
Attn: Construction and Engineering Director

Dominant Estate Property: 500 acres of land, more or less, in Kerr County, Texas, known as Kerrville-Schreiner Park ("KSP"), and as more particularly described in that certain deed recorded in Volume 1334, Page 43 et seq., Real Property Records of Kerr County.

Easement Property: A 0.011 of an acre (600 square feet) of land, twenty feet (20.0') in width by thirty (30.0') feet in length, and adjacent to the north and east property line of the Dominant Estate Property, said easement being more particularly described and depicted in **Exhibit A**, attached hereto and incorporated herein for all purposes.

Easement Purpose: To install, construct, operate, maintain, replace, repair, upgrade, and remove, telecommunications cable and related telecommunications equipment (collectively, the "Equipment").

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, to include a twenty-five percent (25%) discount of all charges and fees associated with Grantee providing communication and information services to Grantor at Dominant Estate Property (aka Kerrville-Schreiner Park).

Grant of Easement: Grantor, for the Consideration, grants, sells, and conveys to Grantee

and Grantee's successors and assigns an easement over, on, and across the Easement Property for the Easement Purpose (collectively, the "Easement").

Terms and conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is an easement in gross. The Easement is for the benefit of Grantee and Grantee's successors and assigns.

2. *Duration of Easement.* The duration of the Easement is perpetual, unless and until it is terminated by Grantee's City Council.

3. *Reservation of Rights.* Grantee's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the Easement Property in conjunction with Grantee as long as such use by Grantor and Grantor's successors and assigns does not interfere with the use of the Easement Property by Grantee for the Easement Purpose.

4. *Restricted Use.* As to the Dominant Estate Property, Grantee understands, acknowledges, and agrees:

a) that it consists of Grantor's Kerrville-Schreiner Park, which is restricted in its use to public and recreational purposes;

b) that the Equipment will and shall not impact such use but will enhance the use of KSP by increasing communication and information services for users and patrons of the Dominant Estate Property;

c) that the primary function of the Dominant Estate Property is to serve the public and that the interests of Grantee are at all times superseded by the public health, safety, and welfare of Grantee's citizens and patrons.

5. *Compliance with Laws.* Grantee shall at all times comply with federal, state, and local laws with respect to its use of the Easement Property, to include applying for and receiving applicable permits from federal, state, and local authorities. Grantee is solely responsible for all costs and expenses associated with its use of the Easement Property for the Easement Purposes.

6. *Access.* Grantor shall permit Grantee to access the Easement Property during KSP's regular operating hours or, with at least 24 hours' prior notice to Grantor if outside regular operating hours, to conduct repairs, maintenance, and/or replacement of Grantee's Equipment. Notwithstanding the foregoing, Grantee may access the Easement Property without 24 hours' notice in the event of an emergency, but shall provide Grantor with immediate notice of such emergency. Grantee may access the Easement Property directly

from and through the Dominant Estate Property. Following Grantee's installation of a walk-through gate up to four feet (4.0') in width, which prior to installation must be approved in writing by Grantor, Grantee may access the Easement Property directly from State Highway 173.

7. *Utilities.* Grantee requires an electrical connection to the Easement Property for its use. Grantor is neither responsible nor liable to Grantee for anything related to the provision of such service or any other utility services. Grantee shall seek Grantor's approval prior to the connection of any utility service to the Easement Property and any such service shall not use any part of Grantor's property outside of the Easement Property without the prior written approval of Grantor.

8. *Initial Construction/Installation.* Prior to Grantee providing for and causing the installation and placement of the Equipment, Grantee shall provide written notice to Grantor of the date(s) of such activities and the name and contact information as to the person or firm conducting such activities. The installation and placement shall be a) performed by a qualified contractor; b) subject to and approved by the Grantee (City of Kerrville, TX) in accordance with City's building codes, to include inspections during and upon completion of the work.

9. *Landscaping.* Grantee shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right to clear the Easement Property of brush and timber. With the exception of the authority to access the Easement Property as provided above, Grantee shall have no right to and shall not use any other part of the Dominant Estate Property outside of the Easement Property. Grantee shall restore any and all of Grantor's landscaping on the Dominant Estate Property and beyond the Easement Property that is damaged as a result of Grantee's installation of the Equipment. Such landscaping shall promptly be restored after completion of the installation of the Equipment and shall be restored to substantially the same condition, and with the same material, as the original landscaping.

10. *Fence/Screening.* Subject to prior written approval from Grantor and/or any other property owner, Grantee may temporarily remove a portion(s) of the boundary fence to the Dominant Estate Property as a means of providing access to the Easement. However, Grantee shall thereafter, and as soon as possible following such access, restore the fence(s) to its prior condition. Grantee shall install a fence along the southern and eastern boundaries of the Easement Property for both security purposes and aesthetics. Such fence shall be at least five feet (5.0') in height, consist of wrought iron or its equivalent, with the fence subject to written approval from Grantor prior to installation.

11. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Equipment will be at the sole expense of Grantee. Grantee will be solely responsible to pay Grantor (City of Kerrville, TX) the permit fees related to its construction and installation of the Equipment. Grantee must maintain the Easement

Property in a neat and clean condition during construction. All matters concerning the Equipment and their configuration, construction, installation, maintenance, replacement, and removal on the Easement Property are at Grantee's sole discretion, subject to performance of Grantee's obligations under this agreement. Grantee has the right to remove any fences within the Easement Property or along or near the boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Equipment, subject to replacement of the fences to their original condition on the completion of the work. Grantee has the right to remove, trim, or cut down trees or shrubbery or parts thereof within the Easement Property or any other obstructions which may endanger, interfere, or impair the efficiency, safety or convenient operation of the Equipment. Grantee expressly agrees that upon completion of construction performed by Grantee it will generally cause the Easement Property to be left as nearly as possible in the condition as it existed prior to construction.

12. *Assignment.* Grantee may not assign the Easement unless prior written consent is granted by Grantor, such consent not to be unreasonably withheld. Where such assignment occurs, such successor and assign shall enjoy the same rights, benefits, and privileges herein conveyed.

13. *Equitable Rights of Enforcement/Litigation.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. Where either Grantor or Grantee finds it necessary to enforce any term provided herein through the filing of litigation, the prevailing party in such action is entitled to recover its costs and reasonable attorney fees.

14. *Warranties.* All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

15. *Indemnification.* GRANTEE WILL INDEMNIFY AND HOLD HARMLESS GRANTOR FROM AND AGAINST ALL DAMAGES, LOSSES, CLAIMS, SUITS OR ACTIONS OF ANY KIND AND NATURE WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, ASSOCIATED WITH GRANTEE'S USE OF THE EASEMENT OR THE EASEMENT PROPERTY.

16. *Insurance.* Grantee, at its sole cost, shall keep in full force and effect a policy of standard form commercial general liability insurance, including coverage for contractual liability and personal injury with a single combined liability limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence. The liability insurance policy required herein shall insure Grantee's performance of the indemnity provisions of this Agreement and Grantee shall be named as an additional insured with cross-liability

endorsements. Grantee by reason of its inclusion under said policy, shall not incur liability for payment of any premium for any policy of insurance required herein. Any policy of insurance required herein shall contain a provision requiring the insurer to give Grantee thirty (30) days prior written notice before canceling or changing any such coverage. Grantee agrees that if it does not maintain the required insurance policy or fails to pay any premiums when due, Grantee may terminate this Agreement and relinquish and release the Easement.

17. *Contact Information.* Grantor and Grantee shall provide the other with a telephone number and email address through which that party may contact a representative of the other, with such information periodically confirmed or updated based upon any changes.

18. *Entire Agreement.* This Agreement represents the entire agreement between the parties with respect to, and supersedes any and all previous oral or written agreements concerning, the subject matter hereof.

19. *Governing Law.* The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas. Exclusive venue for any action concerning this Agreement shall be in Kerr County, Texas.

20. *Amendment.* This agreement may only be amended by mutual written agreement signed by the parties.

21. *Legal Construction; Severability.* In the event that any provision contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the other provisions and the agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

22. *No waiver.* No covenant or condition of this agreement may be waived without consent of the parties. It is further agreed that one (1) or more instances of forbearance by Grantee in the exercise of its rights herein shall in no way constitute a waiver thereof.

23. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

24. *Relationship.* Nothing herein shall be construed as creating a partnership or joint enterprise between Grantor and Grantee.

TO HAVE AND TO HOLD the Easement, together with all the rights and appurtenances thereto in anywise belonging unto Grantee for the purposes hereinabove recited.

WITNESS THE EXECUTION HEREOF on this _____ day of _____, 2023.

GRANTOR:

CITY OF KERRVILLE, TEXAS

By: _____
E.A. Hoppe, City Manager

Acknowledgment

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on _____, 2023, by E.A. Hoppe, City Manager for the City of Kerrville, TX.

Notary Public, State of Texas

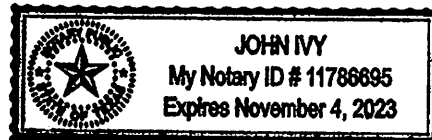
GRANTEE:

HILL COUNTRY TELEPHONE COOPERATIVE, INC.

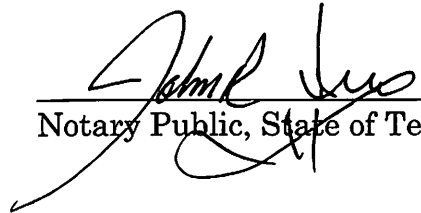
By: Michael Freeman
MICHAEL FREEMAN, DIRECTOR-CONSTRUCTION + ENGINEERING

Acknowledgment

THE STATE OF TEXAS §
 §
COUNTY OF KERR §



This instrument was acknowledged before me on MARCH 24, 2023, by JOHN IVY, Notary for Hill Country Telephone Cooperative, Inc.


Notary Public, State of Texas

After Recording Return To:

**Office of the City Secretary
City of Kerrville, TX
City Hall, 701 Main Street
Kerrville, Texas 78028**



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

SUBJECT: Ordinance No. 2023-10. An Ordinance amending Chapter 66, "Library," of the Code of Ordinances of the City of Kerrville, Texas; by amending Article II "Library Advisory Board" to reduce the number of members of the Library Advisory Board; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to the subject.

AGENDA DATE OF: March 28, 2023

DATE SUBMITTED: March 17, 2023

SUBMITTED BY: Kim Meisner, Assistant City Manager

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:

Over the summer of 2022, the City of Kerrville and Kerr County extended a previous Interlocal Agreement for Library and Animal Services. That Interlocal Agreement had previously been entered into in 2017 and revised in 2019. The 2019 revision provided for an individual to be appointed by the Kerr County Commissioner's Court to serve on the City's Library Advisory Board. Subsequent amendments were made to the Library Advisory Board Ordinance to accommodate this appointment. Due to the November 2022 action taken by the Kerr County Commissioner's Court to terminate the recently extended Interlocal Agreement between the City of Kerrville for library services and Kerr County for animal service, effective March 13, 2023, the City Council has requested to amend the Library Advisory Board Ordinance by removing the language allowing for one member of the Library Advisory Board be appointed by the Kerr County Commissioner's Court.

The Library Advisory Board is currently composed of six members. Approval of Ordinance No. 2023-10 will change the composition to five members. All remaining members of the Library Advisory Board are currently Kerrville residents, as well as citizens of Kerr County. Revisions to "Sec. 66-34. Composition of and appointment to the Board; terms; vacancies; absences, officers, compensation; meetings.

- a. The board shall be composed of five members with appointments to be made as follows:
 1. Council shall appoint four members; and
 2. the Friends of the Butt-Holdsworth Memorial Library shall appoint one of its members.”

RECOMMENDED ACTION:

Approve Ordinance No. 2023-10, on first reading.

ATTACHMENTS:

[*20230328_Ord 2023-10 Library Board membership amendment.pdf*](#)

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2023-10

AN ORDINANCE AMENDING CHAPTER 66, "LIBRARY," OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS; BY AMENDING ARTICLE II "LIBRARY ADVISORY BOARD" TO REDUCE THE NUMBER OF MEMBERS OF THE LIBRARY ADVISORY BOARD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING OTHER MATTERS RELATING TO THIS SUBJECT

WHEREAS, the City of Kerrville, Texas ("City"), owns and administers the Butt-Holdsworth Memorial Library ("Library"); and

WHEREAS, City Council previously established a Library Advisory Board ("LAB") for the purpose of advising and making recommendations to the City Council on matters pertaining to the Library; and

WHEREAS, City Council believes it necessary to decrease the membership of the LAB, with the total membership decreasing to 5 members; and

WHEREAS, City Council finds it to be in the public interest to amend Chapter 66, Article II of the Code of Ordinances of the City of Kerrville as provided herein;

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

SECTION ONE. Section 66-34 of Chapter 66 "Library," Article II "Library Advisory Board" of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding the language that is underlined (added) and deleting the language that is stricken (~~deleted~~) as follows:

"Sec. 66-34. Composition of and appointment to the Board; terms; vacancies; absences, officers, compensation; meetings.

(a) *Composition.* The board shall be composed of ~~six~~ five members with appointments to be made as follows:

(1) Council shall appoint four members; and

~~(2) — The Kerr County Commissioners Court shall appoint one member; and~~

~~(32)~~ (3) The Friends of the Butt-Holdsworth Memorial Library shall appoint one of its members."

SECTION TWO. The City Secretary is authorized and directed to submit this amendment to the publisher of the City's Code of Ordinances and the publisher is authorized to amend said Code to reflect the amendment adopted herein and to correct typographical errors and to index, format, and number and letter paragraphs to the existing Code as appropriate.

SECTION THREE. The provisions of this Ordinance are to be 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 hereby expressly repealed to the extent of any such inconsistency or conflict.

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

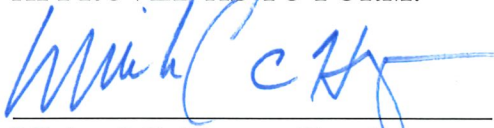
PASSED AND APPROVED ON FIRST READING, this the ____ day of _____, A.D., 2023.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ day of _____, A.D., 2023.

Judy Eychner, Mayor

APPROVED AS TO FORM:

ATTEST:



Michael C. Hayes, City Attorney

Shelley McElhannon, City Secretary



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

SUBJECT: Ordinance No. 2023-11. An Ordinance amending the City's Fiscal Year 2023 (FY2023) budget to reallocate funds for items encumbered within the City's Fiscal Year 2022 (FY2022) budget, but where such items were neither received nor paid for during FY2022; to transfer unspent FY2022 Street Maintenance Funds to the FY2023 Capital Projects Fund; to amend and add a fee to the Fee Schedule; and to make other amendments as provided.

AGENDA DATE OF: March 28, 2023

DATE SUBMITTED: March 14, 2023

SUBMITTED BY: Julie Behrens , Director of Finance

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:

This ordinance is authorizing the amendment of the FY2023 budget. This amendment consists of clean up directly related to items that were budgeted in FY2022 but not received until FY2023. The Water Fund had a surplus (revenues better than expenses) at the end of FY2022 of \$521,817. The FY2023 Water System Maintenance Account budget will need to utilize \$186,000 of this surplus to accommodate the Granular Activated Carbon for the Water Plant that was ordered in FY2022 but not received until FY2023. Staff recommends transferring \$325,000 of the excess to the Water Asset Replacement fund to support replacement of vehicles and equipment in the Water Fund. The General Fund had unspent funding allocated in FY2022 for streets maintenance in the amount of \$400,000. Staff recommends transferring this amount to the CIP project for streets maintenance, as has been done historically, in order to ensure that allocations for streets are restricted for that use. In the General Asset Replacement Fund, the following items were budgeted but not received in FY2022:

Streets Paver: \$425,000

Ambulance: \$250,000

Upfitting of 3 new Police Vehicles: \$59,873

These items will need to be reallocated within the F2023 Asset Replacement Budget. Additionally, Right of Way Fees are recommended to be added to the FY2023 Fee Schedule including a General Right of Way Fee, Mailbox Fee, and clarification on the Flatwork Fee to include "driveway".

RECOMMENDED ACTION:

Approve Ordinance No. 2023-11 on first reading.

ATTACHMENTS:

[*20230328_Ord 2023-11 FY2023 budget amendment.pdf*](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2023-11**

AN ORDINANCE AMENDING THE CITY'S FISCAL YEAR 2023 (FY2023) BUDGET TO REALLOCATE FUNDS FOR ITEMS ENCUMBERED WITHIN THE CITY'S FISCAL YEAR 2022 (FY2022) BUDGET, BUT WHERE SUCH ITEMS WERE NEITHER RECEIVED NOR PAID FOR DURING FY2022; TO TRANSFER UNSPENT FY2022 STREET MAINTENANCE FUNDS TO THE FY2023 CAPITAL PROJECTS FUND; TO AMEND AND ADD A FEE TO THE FEE SCHEDULE; AND TO MAKE OTHER AMENDMENTS AS PROVIDED

WHEREAS, Ordinance No. 2022-25, approved by City Council upon second reading on September 13, 2022, adopted the Fiscal Year 2023 budget ("FY2023") for the City of Kerrville, Texas; and

WHEREAS, within the City's Fiscal Year 2022 budget ("FY2022"), funding for several capital items though encumbered were not expended because the City did not receive the items due to supply chain shortages; and

WHEREAS, the timing of street maintenance projects, which were budgeted within the FY2022 budget, prevented completion prior to fiscal year-end, and thus, funding for such projects needs to be transferred to the Capital Projects Fund within the FY2023 budget for completion; and

WHEREAS, several fees within the FY2023 budget need to be increased and a right-of-way permit fee added; and

WHEREAS, City Council finds that amending the FY2023 budget as provided herein 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:

SECTION ONE. In accordance with Section 8.06 of the City Charter, the Official Budget for Fiscal Year 2023 is amended as set forth in **Attachment A**.

SECTION TWO. In accordance with Section 102.009, Texas Local Government Code, the City Manager or designee shall provide for a filing of a true copy of this amendment in the office of the Kerr County Clerk.

PASSED AND APPROVED ON FIRST READING, this the ____ day of _____, A.D., 2023.

PASSED AND APPROVED ON SECOND AND FINAL READING, this
the ____ day of _____, A.D., 2023.

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

ATTACHMENT A
FY2023 Budget Amendment
March 28,2023

General Fund

	Description	Account Name	Account	Debit	Credit
FY2022 Streets Maintenance					
Carryover	Transfer Out - General Capital Projects	01-0100-9070		400,000	
FY2022 Streets Maintenance					
Carryover	Transfer In - General Fund	70-7001			400,000
TOTAL GENERAL FUND				400,000	400,000

Water Fund

	Description	Account Name	Account	Debit	Credit
Carbon for TTHM at Water Plant	Water System Maintenance	02-0202-2500		186,000	
FY2022 Surplus	Transfer Out - Asset Replacement	02-0200-9019		325,000	
FY2022 Surplus	Transfer In - Water Fund	19-7002			325,000
TOTAL WATER FUND				511,000	325,000

Asset Replacement

	Description	Account Name	Account	Debit	Credit
Streets Paver - Budgeted FY2022 /					
Received FY2023	Machinery, Tools & Equipment	18-1861-5300		425,000	
Ambulance - Budgeted FY2022 / Not					
yet received	Vehicles	18-1821-5200		250,000	
Upfitting for 3 KPD Vehicles -					
(FY2022)	Vehicles	18-1813-52000		59,873	
TOTAL ASSET REPLACEMENT				734,873	-

ATTACHMENT B
FY2023 Budget Amendment
March 28,2023

Fee Additions

Right-of-Way Fees

Description	Amount	Per
General Right of Way Permit	\$ 300.00	Per Permit
Residential Mailbox Permit	\$ 30.00	Per Permit
Drive Way / Sidewalk Permit	\$ 150.00	Per Permit



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

SUBJECT: Financial Report Month-Ended 2/28/2023.

AGENDA DATE OF: March 28, 2023

DATE SUBMITTED: March 14, 2023

SUBMITTED BY: Julie Behrens , Director of Finance

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:

Financial report for month-ended February 28, 2023.

RECOMMENDED ACTION:

NA



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

SUBJECT: Appointment(s) to the Parks & Recreation Advisory Board.

AGENDA DATE OF: March 28, 2023

DATE SUBMITTED: February 17, 2023

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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:

Six terms expire March 31, 2023.

Fifteen applications have been received: Lynda Ables, Marie Baker, David Bartels (eligible for reappointment), Robert Delwood, Dalton Dover, Melissa Downs, Justin Ferrell, Stephen Lynch, Julie Pancake, Lynn Paulo, Chad Portie, Wynita Yancy, Karen Yanez (eligible for reappointment), Kayla Avirett Zachry.

Interview Team is Councilmember Place 2 Kim Clarkson and Councilmember Place 3 Joe Herring, Jr.

Staff liaison is Parks & Recreation Director Ashlea Boyle.

RECOMMENDED ACTION:

Appoint member(s).