

AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING

TUESDAY, MAY 09, 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

MAY 09, 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 begin. 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: *By Mayor Judy Eychner*

INVOCATION AND PLEDGE OF ALLEGIANCE: *Led by Councilmember Brenda Hughes*

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 Kerrville Area Youth Leadership Academy (KAYLA) members.
 - 2.B Proclamation recognizing May 09, 2023 as Child Care Provider Appreciation Day in Kerrville, Texas.
 - 2.C Proclamation recognizing the weeks of May 09-20, 2023 as National Police Week.
 - 2.D Proclamation recognizing the month of May as Mental Health Awareness month in Kerrville, Texas.
 - 2.E Proclamation recognizing May 2023 as Building Safety month in Kerrville, Texas.
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. 14-2023. A Resolution recognizing Saturday, May 13, 2023 as World Migratory Bird Day.

Attachment: 202230509_Reso 14-2023 Migratory Bird Day 5-13-23.pdf

4.B City Council workshop minutes, April 25, 2023.

Attachment: 20230509_Minutes CC workshop 4-25-23 4pm.pdf

4.C City Council meeting minutes, April 25, 2023.

Attachment: 20230509_Minutes CC meeting 4-25-23 6pm.pdf

END OF CONSENT AGENDA.

5. CONSIDERATION AND POSSIBLE ACTION:

5.A Agreement between the City of Kerrville, Texas and the Kerrville Convention & Visitors Bureau, Inc. for Oversight of a Community Arts Program.

Attachment: 20230509_Agreement KCVB Arts Program.pdf

5.B General Event Promotion Contract between the CE Group, Inc. and the City of Kerrville for the Kerrville River Festival and Annular Eclipse Celebration in the amount of \$110,000.

Attachment: 20230509_Contract Krvl River Fest 10-2023.pdf

6. **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.*

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

8. **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 Kerrville Area Youth Leadership Academy (KAYLA) members.

AGENDA DATE OF: May 9, 2023 **DATE SUBMITTED:** April 6, 2023

SUBMITTED BY: Megan Folkerts, Senior Management Analyst

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:

Commendations for Kerrville Area Youth Leadership Academy (KAYLA) members: Madison Collins, Grace Geurin, Ellie Harper, Peter Lockwood, Corbyn Loftin, Ry'Lee Paxton.

RECOMMENDED ACTION:

Present Commendations.



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

SUBJECT: Proclamation recognizing May 09, 2023 as Child Care Provider Appreciation Day in Kerrville, Texas.

AGENDA DATE OF: May 9, 2023 **DATE SUBMITTED:** April 6, 2023

SUBMITTED BY: Mayor Judy Eychner

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 City of Kerrville recognizes May 09, 2023 as Child Care Provider Appreciation Day.

RECOMMENDED ACTION:

Present proclamation.



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

SUBJECT: Proclamation recognizing the weeks of May 09-20, 2023 as National Police Week.

AGENDA DATE OF: May 9, 2023 **DATE SUBMITTED:** May 2, 2023

SUBMITTED BY: Mayor Judy Eychner

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 City of Kerrville recognizes the weeks of May 09-20, 2023 as National Police Week.

RECOMMENDED ACTION:

Present proclamation.



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

SUBJECT: Proclamation recognizing the month of May as Mental Health Awareness month in Kerrville, Texas.

AGENDA DATE OF: May 9, 2023

DATE SUBMITTED: April 27, 2023

SUBMITTED BY: Mayor Judy Eychner

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 City of Kerrville recognizes May as Mental Health Awareness month.

RECOMMENDED ACTION:

Present proclamation.



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

SUBJECT: Proclamation recognizing May 2023 as Building Safety month in Kerrville, Texas.

AGENDA DATE OF: May 9, 2023 **DATE SUBMITTED:** April 19, 2023

SUBMITTED BY: Mayor Judy Eychner

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 City of Kerrville recognizes May 2023 as Building Safety month.

RECOMMENDED ACTION:

Present proclamation.



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

SUBJECT: Resolution No. 14-2023. A Resolution recognizing Saturday, May 13, 2023 as World Migratory Bird Day.

AGENDA DATE OF: May 9, 2023

DATE SUBMITTED: April 28, 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	P2 - Identify, educate and promote the use of natural and native flora and fauna on private property an in public spaces
Action Item	N/A

SUMMARY STATEMENT:

This resolution supports the annual recognition of World Migratory Bird on the second Saturday of May each year. World Bird Migration Day was established as a partnership between International Migratory Bird Day and World Migratory Bird Day in an attempt to bring global recognition to the need for bird migratory pattern appreciation.

Kerrville 2050 does not specifically address Bird City, but it does include a guiding principle to identify, educate, and promote the use of natural and native flora and fauna on private property and public spaces.

The Riverside Nature Center has committed to efforts to support the bird migratory patterns through the Central Flyway zone. By committing to the adoption of this annual day, the City will support the Nature Centers' efforts to educate the community on bird migratory patterns and their importance. Although this resolution is one of the many application criteria for a Bird City Texas designation that the Riverside Nature Center is interested in pursuing, this does not obligate the City at this time to participate in the program. Staff is evaluating the program and its associated impacts before committing to assisting with the formal application process.

RECOMMENDED ACTION:

Approve Resolution No. 14-2023.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 14-2023

**A RESOLUTION RECOGNIZING SATURDAY, MAY 13,
2023 AS WORLD MIGRATORY BIRD DAY**

WHEREAS, established in 2018, World Migratory Bird Day (WMBD) is a global conservation education campaign that both celebrates, and brings attention to, one of the most important and spectacular events that occurs in the spring and the fall of every year in the Americas – bird migration; and

WHEREAS, the intention of this global alliance is to bring attention to the importance of bird conservation around the globe, by creating a worldwide campaign organized around the planet's major migratory bird corridors: the Americas flyway, the East Asian-Australasian flyway, and the African-Eurasian flyway; and

WHEREAS, by promoting the same event name, annual conservation theme, and messaging, supporters combine their voices into a global chorus to boost the urgent need for migratory bird conservation; and

WHEREAS, the Riverside Nature Center is committed to continuing to focus its efforts in the Central Flyway zone, one of the Americas' four avian superhighways, and where the Texas hill country represents a large portion of this migratory alignment; and

WHEREAS, more than 50 percent of North America's migratory waterfowl, as well as shorebirds, use this flyway; and

WHEREAS, the Riverside Nature Center will actively develop initiatives that will highlight the need to conserve migratory birds and protect their habitats, including the coordination of events, programs, and activities within Kerrville protected areas, refuges, parks, schools, and more; and

WHEREAS, there are more than 700 WMBD events and programs hosted annually around the world to introduce and educate the public to migratory birds and ways to conserve them;

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

The City recognizes Saturday, May 13, 2023, as World Migratory Bird Day.

PASSED AND APPROVED on this _____ day of _____, 2023.

Judy Eychner, Mayor

APPROVED AS TO FORM:

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

Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



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

SUBJECT: City Council workshop minutes, April 25, 2023.

AGENDA DATE OF: May 9, 2023 **DATE SUBMITTED:** April 6, 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 April 25, 2023 at 4:00 p.m., City Hall.

RECOMMENDED ACTION:

Approve minutes as presented.

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

**APRIL 25, 2023 4:00 PM
701 MAIN STREET, KERRVILLE, TEXAS**

CALL TO ORDER: On April 25, 2023 at 4:01 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
Michael Hornes, Asst City Manager
Kim Meismer, Asst City Manager
Shelley McElhannon, City Secretary

Julie Behrens, Director of Finance
Megan Folkerts, Senior Analyst
Jerel Haley, Asst Police Chief
Eric Maloney, Fire Chief
Charvy Tork, Director IT

VISITOR(S) PRESENT:

Delayne Sigerman
Julie Davis, Kerrville Convention and Visitors Bureau CEO
Austin Dickson, Hill Country Community Foundation

1. PUBLIC COMMENT: None

2. INFORMATION AND DISCUSSION:

2A. Homeless Count report as conducted by Delayne Sigerman in January 2023.

Delayne Sigerman provided information and responded to questions. Ms. Sigerman provided the website www.kerrkind.org for assisting the homeless community.

2B. RAVE Emergency Alert System, the integrated Public Alert & Warning System, and the Texas Department of Emergency Management.

Eric Maloney, E.A. Hoppe, and Charvy Tork provided information and responded to questions.

2C. Kerrville Convention & Visitors Bureau partnership – Community Art Program.

Megan Folkerts, Julie Davis, and E.A. Hoppe provided information and responded to questions.

Councilmember Kim Clarkson made a motion that the City Council adjourn into closed executive session under 551.071 (consultation with attorney) and 551.087 (deliberation regarding economic development negotiations), seconded by Councilmember Joe Herring, Jr. The motion passed 5-0.

Mayor Eychner recessed the workshop, and convened the closed executive session at 5:05 p.m. in the Upstairs Conference Room.

3. EXECUTIVE SESSION:

3A. Economic Development projects update (551.071, 551.087).

The closed executive session adjourned, and Council returned to open session at 6:00 p.m. No action was taken during executive session

4. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION IF ANY: None.

ADJOURN. The workshop adjourned at 6:00 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, April 25, 2023.

AGENDA DATE OF: May 9, 2023 **DATE SUBMITTED:** April 6, 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 April 25, 2023 at 6:00 p.m., City Hall.

RECOMMENDED ACTION:

Approve minutes as presented.

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
APRIL 25, 2023 6:00 PM**

On April 25, 2023 at 6:00 p.m., Mayor Judy Eychner called the Kerrville City Council meeting to order in City Hall Council Chambers, 701 Main Street. Mayor Pro Tem Kim Clarkson 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	Kyle Burow, Director Engineering
Mike Hayes, City Attorney	Stuart Cunyus, Public Information Officer
Michael Hornes, Asst City Manager	Megan Folkerts, Senior Analyst
Kim Meismer, Asst City Manager	Guillermo Garcia, Exec Director Innovation
Shelley McElhannon, City Secretary	Jerel Haley, Asst Police Chief
David Barrera, Assist Director Public Works	Eric Maloney, Fire Chief
Julie Behrens, Director Finance	Drew Paxton, Planning Director
Jacob Bogusch, Acct Intern	

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 Delayne Sigerman and the Kerrville Sisters in Service.

Mayor Eychner presented a Kerrville Kindness award to Delayne Sigerman and the Kerrville Sisters in Service, recognizing good works toward the Kerrville community and the homeless population. The Kerrville Kindness award was received by Delayne Sigerman, Jennifer Natali, and Leslie Robertson.

2B. Kerrville Kindness award recognizing Kerrville Pets Alive.

Mayor Eychner presented a Kerrville Kindness award to Kerrville Pets Alive organization for the kind donation of the microchip scanner to the City, aiding to identify animals. Many Kerrville Pets Alive representatives accepted the Kerrville Kindness award. Also Kerrville Pets Alive President Karen Guerriero presented Assistant Director Public Works David Barrera and Public Works employee Jerry Pierce with the microchip scanner.

2C. Kerrville Fire Department Unit Citation of Merit.

Fire Chief Eric Maloney presented Citations of Merit for heroic life saving efforts saving six of seven family pets during a residential fire. Recipients of the Citations of Merit were Battalion Chief Billy Williams; Engine 1 Crew Lt Joel Bryant, Dan Feuge, Sam Hughes; Engine 3 Crew Acting Lt Daniel FitzSimon, Masen Lindner, Gunnar Brown; Engine 4 Crew Acting Lt Myron Fiedler, Levi Mauldin, Chris Moreno; and Medic 3 Crew Wesley Bracey,

Adrian Falcon, Matthew Wienke. Property resident Ronda Samulowitz was in attendance during the Citations presentation.

2D. Kerrville Fire Department Person of the Year Awards for Officer, Firefighter, and EMS.

Fire Chief Eric Maloney announced and honored Firefighter of the Year Chase Lindner, Officer of the Year Lt. Monty Johnson, and EMS personnel of the Year EMS Supervisor Lucas Potter.

2E. Proclamation recognizing April 2023 as the Kerrville Board of Realtors Fair Housing month in Kerrville, Texas.

Mayor Eychner presented a proclamation recognizing April 2023 as the Kerrville Board of Realtors Fair Housing Month in Kerrville, Texas, received by the Hill Country Realtors Mona LeBleu, Kim McKnight, Lynn Niles, and Ladena Odom.

3. **VISITORS FORUM:** None.

4. **CONSENT AGENDA:**

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

4A. Resolution No. 13-2023. A Resolution authorizing a collection fee in the amount of 30% of debts and accounts receivable due and owing the Kerrville Municipal Court when such amounts have been referred to an attorney for collection.

4B. Memorandum of Understanding between National Emergency Management and Response (EMR) and the City of Kerrville.

4C. Memorandum of Agreement between the City of Kerrville and the Federal Emergency Management Agency (FEMA), Integrated Public Alert & Warning System (IPAWS) Program Management Office. Regarding the use of: TX City of Kerrville Interoperable System(s) and IPAWS OPEN Planform for Emergency Networks (IPAWS-OPEN).

4D. City Council meeting minutes April 11, 2023.

END OF CONSENT AGENDA.

5. **ORDINANCES, SECOND READING:**

5A. Ordinance No. 2023-12, second reading. Ordinance No. 2023-12, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, such chapter more commonly known as the City's Zoning Code; by amending said code to revise regulations pertaining to the location of accessory buildings and structures within the front setback as to fences; providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject.

Shelley McElhannon read item Ordinance No. 2023-12 caption into record. Drew Paxton presented information and responded to questions.

The following person(s) spoke:

- Chris Barker
- Celeste Barker
- Nick Villanueva

Councilmember Clarkson made a motion to table Ordinance No. 2023-12 and directed staff to revisit the solid fence height requirement with the possibility of raising the solid fence height requirement to 4 feet, review additional requirements (such as visibility) when the fence/property is located in different areas of the block, take back to the Planning & Zoning, and bring back to City Council, seconded by Councilmember Hughes. The motion to table with additional staff direction passed 5-0.

5B. Ordinance No. 2023-13, second reading. An Ordinance amending Section 26-38 "Construction of Fences", Chapter 26 "Building and Building Regulations", of the Code of Ordinances, City of Kerrville, Texas; by clarifying what "Substantial Repairs" means; providing for an effective date; and providing other matters related to the subject.

Shelley McElhannon read Ordinance No. 2023-13 caption into record.

Councilmember Hughes made a motion to approve Ordinance No. 2023-13 on second reading, seconded by Councilmember Clarkson. The motion passed 5-0.

5C. Ordinance No. 2023-14, second reading. An Ordinance amending in its entirety Article VIII "Unsafe Building Abatement" of Chapter 26 "Building and Building Regulations" of the Code of Ordinances of the City of Kerrville, Texas; regarding the abatement of unsafe buildings; containing a savings and severability clause; providing an effective date; ordering publication; and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2023-14 caption into record.

Councilmember Clarkson made a motion to adopt Ordinance No. 2023-14 on second reading, seconded by Councilmember Hughes. The motion passed 5-0.

5D. Ordinance No. 2023-15, second reading. An Ordinance amending Chapter 46 "Environment" of the Code of Ordinances, City of Kerrville, Texas, by adding a new Article IV "Junked Vehicles"; such Article to replace Article XI in Chapter 102; providing an effective date; and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2023-15 caption into record.

Councilmember Joe Herring, Jr. made a motion to adopt Ordinance No. 2023-15 on second reading, seconded by Councilmember Hughes. The motion passed 5-0.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Resolution No.12-2023. A Resolution approving the use of Tax Increment Funding in the amount of \$52,500 pursuant to a recommendation from the Reinvestment Zone Number One, City of Kerrville Texas; such funding to be used by the City as part of its local match for a Community Development Block Grant, all of which the City will use for improvements, including sidewalk and traffic signal reconstruction, within the City's Tax Increment Reinvestment Zone.

Shelley McElhannon read Ordinance No. 2023-15 caption into record.

Megan Folkerts, Julie Behrens, Kyle Burow, and E.A. Hoppe provided information and responded to questions.

Councilmember Roman Garcia made a motion to approve Resolution No. 12-2023, seconded by Councilmember Herring. The motion passed 5-0.

6B. Negotiation of and authority to execute a Construction Agreement with Elecnor Belco Electric, Inc. for the Kerrville Downtown Revitalization Program Intersection Improvements project in the amount of \$308,313.40.

Shelley McElhannon read item 6B caption into record.
Megan Folkerts responded to questions.

Councilmember Clarkson made a motion to authorize the City Manager to finalize and execute a contract, seconded by Councilmember Hughes. The motion passed 5-0.

7. INFORMATION & DISCUSSION:

7A. Financial Report for month-ended March 31, 2023, and presentation of the Popular Annual Financial Report (PAFR).

Shelley McElhannon read item 6B caption into record.
Julie Behrens and Jacob Bogusch provided information and responded to questions.

8. EXECUTIVE SESSION: Executive Session not convened.

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

10. ITEM(S) FOR FUTURE AGENDAS: None

ADJOURN. The meeting adjourned at 7:48 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: Agreement between the City of Kerrville, Texas and the Kerrville Convention & Visitors Bureau, Inc. for Oversight of a Community Arts Program.

AGENDA DATE OF: May 9, 2023

DATE SUBMITTED: April 27, 2023

SUBMITTED BY: Megan Folkerts, Senior Management Analyst

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$25,000 in FY2023 Future years outlined in agreement	\$15,000(one quarterly payment remains)	\$60,000 budgeted for Arts CO-OP (HOT FUNDS). Requesting additional \$25,000 to allow for start-up in FY2023. Remaining funding outlined in agreement.	20-2000-3310 in FY2023

PAYMENT TO BE MADE TO: Kerrville Convention & Visitor's Bureau

Kerrville 2050 Item?	Yes
Key Priority Area	C - Community / Neighborhood Character and Place Making
Guiding Principle	C4 - Promote design that is in keeping with Kerrville, its natural beauty, history, culture and diversity using art, landscaping and other aesthetic features, including "random order" (sameness that doesn't seem forced);
Action Item	encourage design that promotes interaction, a send of community and gatherings

SUMMARY STATEMENT:

The arts play a critical role in the Kerrville community by offering multiple forms of art that enhances culture for citizens and attracts visitors. With the guidance of the Kerrville 2050 Comprehensive Plan, a new direction for the enhancement of public art in the community has been conceptualized through the Community Arts Program (CAP) initiative. This initiative creates the opportunity to form a strong unified vision for advancing the arts and cultural ecosystem as a valuable contributor to economic growth, tourism, quality of life, and community identity.

This program would be managed by the Kerrville Convention and Visitors Bureau and will provide both public art support and arts marketing. The attached agreement outlines the details of the proposed program including potential funding mechanisms for the remainder of FY2023 and future years. Primary sources of funding include a contribution from the City's

Hotel Occupancy Tax Fund (which currently contributes to arts marketing, managed by the CVB) as well as a grant awarded to the City by the Community Foundation of the Texas Hill Country specifically to be utilized for this initiative, and other future philanthropic funding.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute an agreement with the KCVB for a Community Arts Program.

**AGREEMENT BETWEEN THE CITY OF
KERRVILLE, TEXAS AND THE KERRVILLE
CONVENTION & VISITORS BUREAU, INC. FOR
OVERSIGHT OF A COMMUNITY ARTS PROGRAM**

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

WITNESSETH:

WHEREAS, City levies a tax within the City and its extraterritorial jurisdiction upon the occupancy of any room or space furnished by any hotel, motel, or other lodging facility as defined by Chapter 351 of the Texas Tax Code ("Chapter 351"), and disperses the proceeds of said tax to various organizations for their use in accordance with Chapter 351; and

WHEREAS, City and CVB are parties to an existing agreement whereby CVB agreed to undertake activities for the promotion of tourism and the convention and hotel industry through advertising and conducting promotional programs to attract tourists and convention delegates to Kerrville, all in accordance with the CVB marketing plan presented to the City Council for each fiscal year; and

WHEREAS, the parties now wish to enter into this Agreement, which though similar to another existing agreement between the parties entered into on or about December 13, 2016, as amended ("Arts Agreement"), will replace and expand upon such agreement; and

WHEREAS, the parties, under this Agreement, will continue to encourage the promotion of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms, pursuant to Subsection 351.101(a)(4) of Chapter 351; and

WHEREAS, toward that purpose, City will use monies from its receipt of hotel occupancy tax revenues ("HOT revenues") as well as other funds that it receives for the purposes contemplated by this Agreement; and

WHEREAS, with such funding, the CVB will develop a new Community Arts Program ("CAP"), with the goal of promoting Kerr County arts and cultural events throughout Texas to include public art installation, education, and other arts-related events or promotions; and

WHEREAS, it is the desire of the parties hereto to continue to combine their efforts for the purpose of attracting tourists to the City so as to promote tourism and the hotel industry in the City; and

WHEREAS, City Council finds and believes that this Agreement and the scope of services to be provided by CVB supports a public benefit by promoting tourism and the convention and hotel industry within the area;

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

ARTICLE I

A. Subject to the continued satisfaction of all the terms and conditions of this Agreement by CVB, and as authorized by and in compliance with Subsection 351.101(a)(4) of Chapter 351 with respect to the City's use of HOT revenues, City agrees to pay CVB the following amounts, with such funds to come from the City's receipt of HOT revenues and other potential funding sources:

1) Initial Payment: \$40,000, as derived from the remaining \$15,000 City is obligated to pay CVB pursuant to the Arts Agreement; plus \$25,000.00 from HOT revenues that the City appropriated within its Fiscal Year 2023 budget for public art. The City will make this payment to CVB within 30 days of the execution of this Agreement to assist with initial start-up efforts for the services CVB is required to perform per this Agreement;

2) Community Arts Program, Year One: \$225,000.00, which the City will pay on or before October 31, 2023;

3) Community Arts Program, Year Two: \$225,000.00, which the City will pay in two equal payments, with the first payment being made on or before October 31, 2024; and the second payment being paid on or before April 1, 2025;

4) Community Arts Program, Year Three: \$225,000.00, which the City will pay in two equal payments, with the first payment being made on or before October 31, 2025; and the second payment being paid on or before April 1, 2026.

B. CVB may use the funding amounts specified above for administrative costs, which following the City initial payment, will be subject to annual review and approval by City.

C. Under no circumstances shall the obligations of City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. As such, all payments made by City will be paid solely from lawfully available funds that have been previously appropriated by City Council. City shall have no obligation or liability to pay any funds to CVB except as allowed by law. Further, City shall not be required to pay any amount if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

ARTICLE II

CVB understands that a portion of the funds paid to CVB by the City are derived from HOT revenues collected under the City's hotel occupancy tax ordinance and that the City estimates such revenues to be collected during its process of adopting an annual budget. CVB further understands, acknowledges, and agrees that the City may reduce any and all payments to CVB if HOT revenues are less than the estimated amount budgeted. Further, City will be under no obligation to pay CVB for the full amount set forth in Article I, above, and may reduce any one or all of the payments based upon the City's good faith estimate of present and future HOT revenue.

ARTICLE III

A. CVB shall use the funding that it receives from City under this Agreement to develop and implement a new Community Arts Program ("CAP"). The goal of CAP is to promote Kerr County arts and cultural events throughout Texas in accordance with CVB's marketing plan, which has been previously provided to the City Council for its consideration and approval.

B. As part of CAP, CVB may seek input from persons representing local arts groups, such as the Kerr Arts & Cultural Center (KACC), Playhouse 2000, Kerrville Folk Festival, Hill Country Arts Foundation, Riverside Nature Center, Symphony of the Hills, Kerrville Chalk Festival, Arcadia Live, the Coming King Sculpture Prayer Garden, and the Museum of Western Art.

C. Under CAP, the CVB is tasked with commissioning public art within the City and its extraterritorial jurisdiction. More specifically, the CVB shall:

1. Commission major iconic works of public art such as mural installations, sculptures like Mothers Love, and Lupe the Bass.

2. Facilitate two public art installations each year during the duration of the Agreement, such artwork which is accessible by the general public;
3. Develop selection guidelines, collection management, and art conservation plans;
4. Create a complementary education plan and public relations and marketing plan for each new public art project, with each plan woven into its development and installation; and
5. Adopt a sustainable and varied funding policy, which will guide its efforts toward seeking funding from additional sources, to include other governmental agencies and private philanthropic organizations; and

E. CVB shall provide a written annual report to the City's Finance Department and the City Manager, no later than January 31st of each year, to include the following:

1. Financial statements for the most recent year-ended to include an income statement and balance sheet;
2. Most recently adopted annual budget;
3. A list of programs, services, campaigns, and/or installations of art completed or in progress for the most recent completed calendar year;
4. Samples of advertising, photos of art installation, and any other examples of the CVB's efforts as to the CAP;
5. Any other information which the City may reasonably request.

F. City is under no obligation to make any payment to CVB if the report required by this Article III has not been delivered to City or are in any way deficient with the requirements specified above.

G. CVB shall maintain financial records accounting for all of its revenues and expenditures for each year of this Agreement. Any and all financial records of CVB must be available for inspection by City's authorized agents.

ARTICLE IV

This Agreement is effective beginning June 1, 2023 and expires October 1, 2026, unless this Agreement shall have been sooner terminated or extended in accordance with other provisions contained herein.

ARTICLE V

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 must at all times be and operate hereunder as an independent contractor. CVB will have exclusive control of and the exclusive right to control the details of the work to be performed hereunder and all personnel performing same and will be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, volunteers, licensees, and invitees. In no event shall 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 VI

In the event of any default by CVB hereunder, including the use of the funds provided herein for purposes other than those stated herein, City may cease all future payments hereunder and terminate this Agreement. In addition, CVB must, at City's request, refund to City funds that are not spent in accordance with this Agreement and any unspent and unobligated funds previously paid to CVB.

ARTICLE VII

CVB agrees to assume and does hereby assume all responsibility and liability for the services it performs under this Agreement. **CVB COVENANTS AND AGREES TO 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 officers, employees, agents, or servants.

ARTICLE VIII

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

ARTICLE IX

CVB must adhere to all local, state, and federal laws and regulations that may affect its actions made pursuant to this Agreement, and must 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 generally.

ARTICLE X

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

ARTICLE XI

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

ARTICLE XII

The obligations of the parties to this Agreement are performable in Kerr County, Texas, and exclusive venue will lie in Kerr County, Texas.

ARTICLE XIII

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

ARTICLE XIV

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

ARTICLE XV

Neither City nor CVB will 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 will 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 XVI

This Agreement may be terminated by either party at any time upon ninety (90) days written notice of termination to the other party. Such notice may be delivered personally or by forwarding notice to the other party by certified mail, return receipt requested. If CVB terminates the Agreement prior to providing all the services required herein for the year of service, as specified in Article I, the CVB shall refund that portion of funding it received for that year on a pro rata basis.

ARTICLE XVII

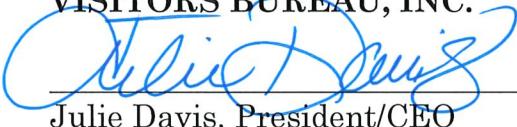
This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties, which relate to matters in this Agreement. In addition, with the execution of this Agreement, the parties terminate the *Agreement between the City of Kerrville, Texas and the Kerrville Convention and Visitors Bureau, Inc. for the use of Hotel Occupancy Tax Funds for Promoting the Arts Advertising Committee*, such agreement entered into between the parties on or about December 13, 2016, and which was amended on or about October 11, 2017.

IN WITNESS THEREOF, the parties hereto, acting under authority of their governing body and board of directors, have caused this Agreement to be duly executed in two counterparts, each of which will constitute an original.

CITY OF KERRVILLE, TEXAS

E.A. Hoppe, City Manager

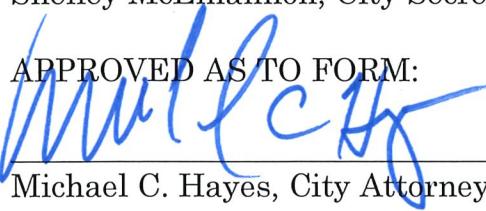
KERRVILLE CONVENTION & VISITORS BUREAU, INC.



Julie Davis, President/CEO

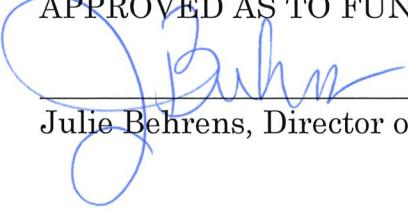
ATTEST:

Shelley McElhannon, City Secretary



APPROVED AS TO FORM:

Michael C. Hayes, City Attorney



APPROVED AS TO FUNDING:

Julie Behrens, Director of Finance



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

SUBJECT: General Event Promotion Contract between the CE Group, Inc. and the City of Kerrville for the Kerrville River Festival and Annular Eclipse Celebration in the amount of \$110,000.

AGENDA DATE OF: May 9, 2023

DATE SUBMITTED: April 27, 2023

SUBMITTED BY: Ashlea Boyle, Director Parks & Recreation

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$110,000.00	\$113,000	\$113,000	20-2000-4320

PAYMENT TO BE MADE TO: The CE Group, Inc. 200 East Grayson, Suite 114, San Antonio, TX 78215-1269

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

SUMMARY STATEMENT:

The Kerrville River Festival is an annual event held in Louise Hays Park. This event celebrates the city's heritage, culture, and the Guadalupe River. The inaugural event in 2019 began as a City Council initiative to celebrate the City's 130th anniversary and was executed by the Parks and Recreation Department. The 2020 event was not held due to COVID-19 restrictions, the 2021 festival hosted 5,000 attendees, and the 2022 festival hosted more than 7,500 attendees.

In an effort to combine resources and host a joint celebration, this year's Kerrville River Festival will be held on Saturday, October 14, 2023, in conjunction with the Annular Solar Eclipse that will be visible in Kerrville. This event brings community members and visitors to Kerrville together to enjoy activities such as free outdoor entertainment, including live music, food and drinks, eclipse education booths, a mobile planetarium, and more.

As in previous years, the use of an event production company to generate an event of this magnitude is essential to its success due to the limited staffing resources and the scale of activities and services already being provided to the community by the Parks and Recreation Department staff.

This is considered a professional services agreement and is not subject to the competitive bidding requirements pursuant to purchasing policy; however, staff issued a Request for Proposals (RFP) in an effort to further publicize the opportunity to vendors. Through the RFP process, staff received one bid from The CE Group, Inc. After negotiation of the scope of work; this is the recommended vendor for this year's festival. The CE Group, Inc. will assist with the oversight of festival logistics, booking talent, on-site event management, coordination of event equipment, and assistance as needed with event marketing.

The budget for the festival is funded primarily through the Hotel/Motel Occupancy Tax Fund, and the remainder is budgeted in the general fund. The festival budget was included in the annual budget adoption process approved by the City Council. The contract with The CE Group, Inc. is \$110,000.

Staff recommends authorization of the City Manager to finalize and execute a contract with The CE Group, Inc. for the production of the Kerrville River Festival / Annular Solar Eclipse event.

RECOMMENDED ACTION:

Authorization for the City Manager to finalize and execute the contract.

GENERAL EVENT PROMOTION CONTRACT
CE Group, Inc. / Kerrville River Festival and Annular Eclipse Celebration

THIS EVENT PROMOTION CONTRACT, entered into this _____ day of _____, 2023, by and between the **City of Kerrville, Texas**, hereinafter referred to as the "City", and **The CE Group, Inc.**, with its mailing address being 200 East Grayson, Suite 114, San Antonio, Texas 78215-1269, hereinafter referred to as the "Planner," is made for the following considerations:

WITNESSETH:

WHEREAS, the City is planning to host its 2023 River Festival and Annular Eclipse Celebration in Louise Hays Park on October 14, 2023; and

WHEREAS, the City would like to retain the services of the Planner to procure and schedule entertainment; provide and assemble stage, sound, and lighting infrastructure; and assist with marketing and promotion of the River Festival and Annual Eclipse Celebration;

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

ARTICLE I

In consideration of Planner retaining and scheduling entertainment, organizing and setting up stage, sound, and lighting equipment for the entertainment, and assisting with the marketing and promotion of the 2023 Kerrville River Festival and Annual Eclipse Celebration (the "Event"), City agrees to pay Planner no more than **ONE HUNDRED TEN THOUSAND AND NO/100 DOLLARS** (\$110,000.00), which Planner may use for the following purposes:

- A. Locating, scheduling, paying and transporting artists, performers, and any other entertainment retained for the Events;
- B. Renting and assembling stages and rigging, as necessary, for the retained and scheduled artists, performers, and other entertainment;
- C. Renting and assembling lighting equipment, as necessary, for the retained and scheduled artists, performers, and other entertainment;
- D. Renting and assembling sound equipment, as necessary, for the retained and scheduled artists, performers, and other entertainment;
- E. Marketing and promoting the Events; and
- F. Such other purposes as may be authorized by the City in writing.

ARTICLE II

Planner agrees to do the following:

- A. Source and provide options to the City for entertainment and creative elements for the Event;
- B. Provide options for staffing of the Event to allow City sufficient information from which to determine the number of workers it must provide for the Event;
- C. Once City approves entertainment and creative elements, Planner agrees to hire and manage vendors for sound, lights, audio-visual, stage, and rigging equipment, as Planner determines is necessary for the entertainment and creative elements approved for each Event;
- D. Once City approves entertainment and creative elements, Planner agrees to hire and manage the approved artists and entertainers for the Event;
- E. Work with the City to formulate a marketing and promotional plan for the Event;
- F. Provide City with invoices for Event services with as required by Article IV; below;
- G. Comply with all laws, ordinances, rules and regulations governing the Planner's performance under this Contract;

ARTICLE III

City agrees to do the following:

- A. Choose among the options provided by the Planner for entertainment and creative elements for the Event and provide its choices to Planner in writing;
- B. Provide payment in compliance with the fee summary of the scope of services attached hereto as Exhibit "A" pursuant to Article IV below;
- C. Provide staffing for the overall Events apart from any portion of the Events that fall within Planner's responsibility as detailed in Article II;
- D. Retain creative control over the Events, including the right to control the manner, means, and details of the performance of services by Planner at the Events;
- E. Promote and market the Events, subject to Planner's ideas and input;

ARTICLE IV

City agrees to pay expenses as contemplated by the fee summary of Exhibit "A". Planner agrees to provide City with a monthly list of the upcoming fees that require payment so the City can determine whether it will pay those fees itself or reimburse Planner pursuant to the fee summary in Exhibit "A". For any fees the City has to reimburse to Planner, Planner shall provide City monthly invoices including

requests for reimbursement. Planner shall deliver all invoices to the City within three weeks after the Event.

ARTICLE V

The Events shall be held in Louise Hays Park. The location of any sound, lights, audio-visual, stage, and rigging equipment for the artists and entertainment shall be proposed to and approved by the City at least four (4) weeks before each Event.

ARTICLE VI

The City and the Planner shall each designate a contact person who will be authorized to make decisions on behalf of their respective party.

The City designates Rosa Ledesma, Recreation Manager, 2385 Bandera Highway, Kerrville, Texas 78028, (830) 258-1153, to serve as its contact person under this agreement.

The Planner designates Grecia Garza, Controller, 200 East Grayson, Suite 114, San Antonio, Texas 78215, (210) 822-5001, to serve as its contact person under this Agreement.

ARTICLE VII

- A. THE PROMOTER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF KERRVILLE, TEXAS AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OR OMISSION OF THE PLANNER OR ANY OF PLANNER'S OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS IN THE EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THEIR PERFORMANCE OF THIS AGREEMENT.

- B. PLANNER AGREES THAT IT WILL INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MATERIAL, EQUIPMENT, POWER TOOLS, ALL SUPPLIES INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT.

When Owner so requests, Planner shall furnish satisfactory evidence that all Event Planner Contract
City of Kerrville, Texas and The CE Group, Inc.

Page 3
Contract 2023-_____

obligations of the nature hereinabove designated have been paid, discharged or waived.

ARTICLE VIII

Planner shall carry insurance in the following types and amounts for the duration of this Agreement and furnish copies of policies, policy declaration pages and all policy endorsements as evidence thereof to Owner:

- a. To the extent required by Texas Labor Code §406.096, certify to the Owner that Planner has in effect workers' compensation insurance to cover Planner's employees;
- b. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000. The policy must provide contractual liability coverage for liability assumed under this contract, products and completed operations coverage, independent contractor's coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of the Owner.

Planner shall not commence work under this Agreement until it has obtained all required insurance. Planner shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy. All policies shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after City has received written notice of such cancellation or change.

ARTICLE IX

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

ARTICLE X

Unless either party is in default of the terms of this Agreement, this Agreement cannot be canceled except by mutual written consent of both parties or for acts or occurrences the affect performance pursuant to Force Majeure. If either party is in default of any terms of this Agreement, however, the non-defaulting party may cancel Event Planner Contract

City of Kerrville, Texas and The CE Group, Inc.

this Agreement upon 30 days' notice to the defaulting party. If the City is the non-defaulting party, City's payment to Planner will be made on the basis of the Services reasonably determined by City to be satisfactorily performed as of the date of suspension or termination.

ARTICLE XI

- A. This contract may not be assigned in any way without the specific, written consent of the Owner.
- B. This Contract shall be governed by and construed in accordance with the Laws of the State of Texas. Venue for any suits arising from or related to this contract shall be in Kerr County, Texas.
- C. In the event of conflict between the provisions of any attachments or exhibits to this Contract and the provisions of this Contract, the provisions of this Contract shall prevail.
- D. Each person signing below represents that he or she is duly authorized to execute this Agreement on behalf of the party indicated below by his or her name and agrees on behalf of such party that such party will be bound by the terms of this Agreement.
- E. Planner hereby verifies the following per Section 2271.002, Texas Government Code:
 - a. Planner does not boycott Israel; and
 - b. Arcadia will not boycott Israel during the term of the Agreement.
- F. Planner warrants, covenants, and represents that Planner is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
- G. Planner hereby verifies the following per Section 2274.002, Texas Government Code:
 - a. Planner does not boycott energy companies; and
 - b. Planner will not boycott energy companies during the term of the Agreement.
- H. Planner hereby verifies the following per Section 2274.002, Texas Government Code:
 - a. Planner does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and

b. Planner will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.

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

OWNER: City of Kerrville, Texas

By: _____
E.A. Hoppe, Deputy City Manager
Date: _____

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:

William Tatsch
William L. Tatsch, Assistant City Attorney

PLANNER: CE Group, Inc.

DocuSigned by:
By: Grecia Garza
Grecia Garza, Controller
Date: 5/3/2023

APPROVED AS TO FUNDING

DocuSigned by:
By: Julie Behrens
Julie Behrens, Director of Finance

APPROVED AS TO CONTENT:

DocuSigned by:
By: Ashlea Boyle
Ashlea Boyle
Director of Parks & Recreation

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possible plan promotion proposal

Proposal of Services

City of Kerrville

Parks and Recreation Department

Kerrville River Festival and Annular Solar Eclipse Celebrations

Project Date: Saturday, October 14th, 2023

Proposal Date: Thursday, April 13th, 2023



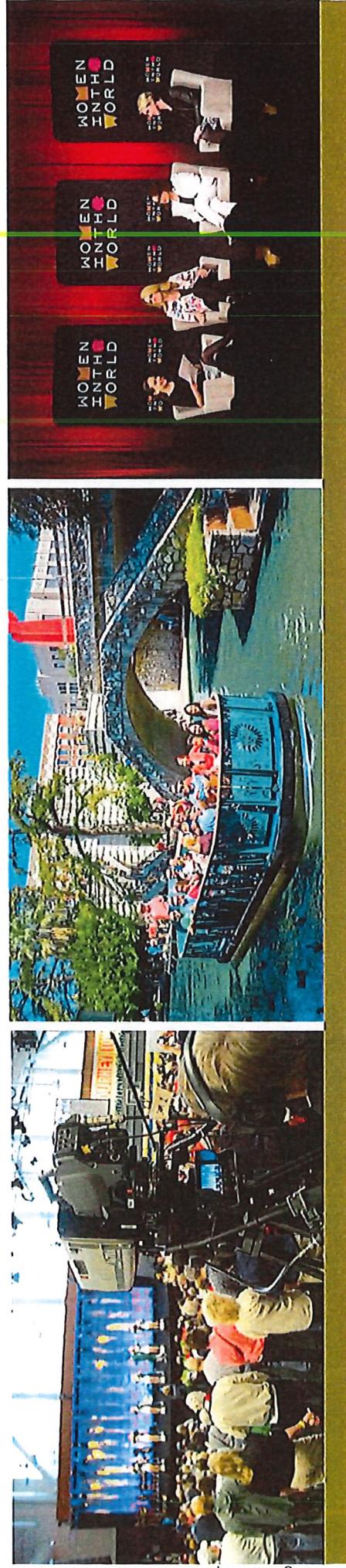
EXHIBIT A

Founded in 1990, The CE Group is an award-winning experience marketing firm. We position, plan, promote and produce while prioritizing relationships and resources. Our talented team works across Texas and the United States to deliver high-quality results across our key services.

- EVENTS
- DESTINATION MANAGEMENT
- COMMUNICATION
- CREATIVE
- VENUE CONSULTING

OUR CREDENTIALS

- Certified by the State of Texas as a Historically Underutilized Business (HUB)
- Certified as a Small Business Enterprise
- Certified as a Woman Business Enterprise by the South Central Texas Regional Certification Agency
- Member of the DMC Network
- Accredited Destination Management Company (ADMC)
- Pandemic Compliance Advisor and On-Site Protocol Certified
- Internationally ranked in the “50 Top Event Companies” and “25 Top DMCs” by Special Events Magazine
- Awarded Top Event Planners in San Antonio by San Antonio Business Journal
- Featured on Inc. 5000’s Fastest Growing Companies List
- Awarded Best Places to Work by San Antonio Business Journal



PROJEC*CE* TURPOSE

The CE Group, Inc. is pleased to submit this proposal outlining general scope of services and fees for the planning and execution of the **Kerrville River Festival and Annular Solar Eclipse Celebrations 2023**. Our team will work with the **City of Kerrville – Parks and Recreation Department** and any other relevant parties as we bring our expertise, resources and relationships to the project.

We have an over 30-year record of accomplishments and solid reputation of working on behalf of various clients, including nonprofit and for-profit organizations, and are confident our extensive experience will ensure delivery of a seamless and successful event. Most importantly, we hope to convey our commitment to teamwork and will bring our history of excellence and professionalism to the table in order to create synergy to support your goals.

At The CE Group, Inc., we **Position, Plan, Promote and Produce** while providing our clients with overall project management support. Proposed length of contract is current through November 2023.

Presented by

Krista Garcia
Managing Director
kgarcia@cegroupinc.net



From the beginning the talented team at CE Group helped bring our ideas to life and execute our vision. Their skilled professionals created a budget, devised a plan, provided vendor recommendations, sourced event elements, ordered branded giveaways, communicated with event partners, plus much more! The professionalism and personalization were first class service that made putting together this event fun and enjoyable.

– Facebook Review

CE GROUP SERVICES

EVENT & PRODUCTION – LOGISTICS

- Provide overall strategic guidance for event concept, theme, guest experience, etc.
- Schedule and manage meetings, site visits and conference calls with an agenda and recap
- Remain cognizant of incorporating creative identity and graphics into collateral aspects along the course of the project
- Manage project expenses and budget related items, as needed
 - Provide best recommendations for, manage ongoing communication with, and execute plans for various project component partners and vendors, and/or utilize existing, valued CE Group relationships with partners and vendors including, but not limited to entertainment, venue, food & beverage, décor, rentals, audio-visual, photography/videography, security, signage, and transportation
 - *The CE Group, Inc. will respect client's existing relationships with partners and vendors to be used, if applicable*
- Request multiple vendor quotes or contracts, and review in detail
- Negotiate and make multiple adjustments to vendor quotes or contracts
- Contract, gather invoices, W-9's, certificates of insurance if needed, and other related paperwork necessary
- Work within client budget to the best of our ability
- Maintain project budget documents for expenses managed by The CE Group, Inc.
- Provide overall project management services with our reputation for attention to detail and documentation, including creating and maintaining updates to necessary project documents such as: Run of Show, timelines, site maps, signage list and placement plan
- Provide overall project management support for various project components including, but not limited to health and safety needs, permitting, parking, clean up, load in and load out logistics, and accommodations for entertainment, speakers, and dignitaries
- Provide input on levels and fulfillment aspects in sponsorship packages, if needed
- Assist client with appropriate sponsorship fulfillment aspects
 - *Client is responsible for securing sponsorships, ticket sales, and table seating assignments*
- Provide input for volunteer assignments, if needed
 - *Client is responsible for recruiting, managing ongoing communication with and onsite management of volunteers*
- Secure and manage approved and trained CE Group staffing, as needed
 - *Staffing costs for various roles needed are billed separately at the rate of \$38/hr. at a 3-hr. minimum*
 - *Stage Manager (whether In-Person, Hybrid and/or Virtual Event) staffing costs are billed separately at the rate of \$48/hr. at a 3-hr. minimum.*

EVENT & PRODUCTION – MANAGEMENT FEE

The CE Group, Inc. is available to serve as the project expense clearinghouse, processing and delivering either all or some of client approved, project related expenses. This option allows the client to pay one vendor, The CE Group, Inc.

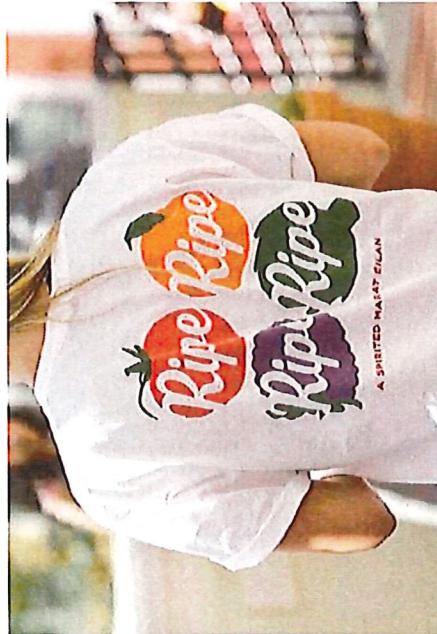
The CE Group, Inc. will charge a Management Fee (15%) for the final total of each budget expense payment processed on the client's behalf. The Management Fee will also be charged on CE Group operational expenses (copies, mileage, and miscellaneous supplies), and will not be charged on contracted Project Fees or staffing. The CE Group, Inc. reserves the right to assess applicable booking fees of 15% for entertainment acts totaling \$15,000 and above, regardless of The CE Group, Inc. processing payment on client's behalf.

CREATIVE SERVICES – EVENT COLLATERAL

- With either the use of existing client logo or use of new created event identity, provide creative design elements and/or print management of collateral including, but not limited to:
 - Graphic elements (e-blasts, social media assets, website assets, digital ads, site maps, letters, etc.)
 - Printed collateral (letters, envelopes, programs, invitations, posters, credentials, etc.)
 - Signage of all size scales (directional, banners, feather flags, step & repeats, photo backdrops, stage backdrops, etc.)
- Assist with sourcing, designing, and managing production of branded items (gifts, awards, favors, etc.)

**Production of the above materials will be billed as hard costs*

Designer reserves the right to include images of the completed work in portfolio.



position•plan•promote•produce

St. John's Services

COMMUNICATION – PUBLIC RELATIONS

- Attend client meetings either in person and/or by phone
- Develop Public Relations timeline
- Create targeted media list
- Develop a calendar for press releases and alerts
- Draft and pitch timely and unique story placements/media alerts to targeted media (3 in total)
- Assist with copywriting and editing of all promotional materials such as fliers, brochures, advertisements, website, commercials, etc., to maintain consistency
- Draft scripts and/or speaking points for key spokespeople, if needed
- Capture any/all press hits and maintain media report
- Act as clearinghouse for any marketing and media-related inquiries, if needed

COMMUNICATION – COMMUNITY OUTREACH

- Attend client meetings either in person and/or by phone
- Post event details to online and print calendar listings as applicable
- Capture any/all press hits, maintain media report, and provide to client



SUMMARY

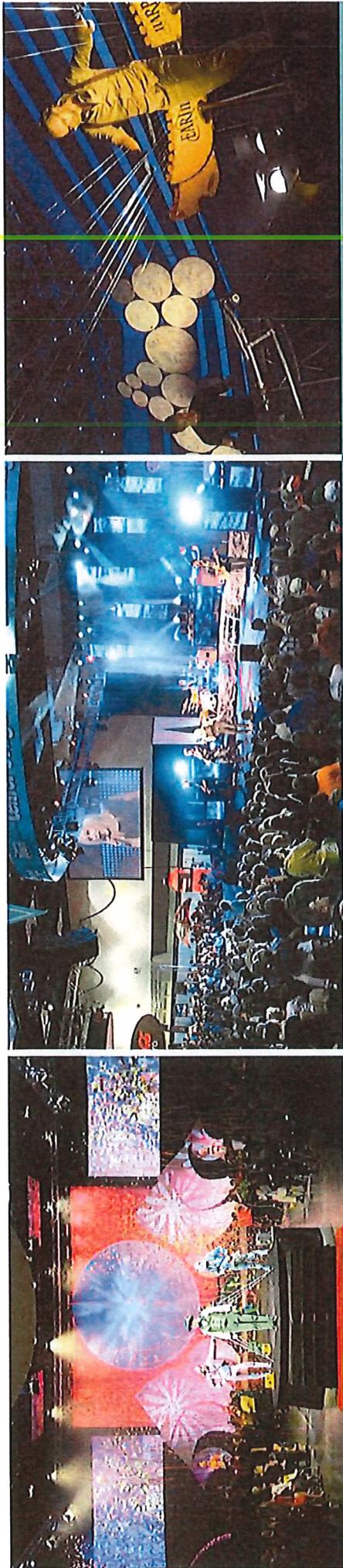
Fees outlined in the proposal are for the scope of services defined above and include a team of project managers to accomplish the outlined tasks. Any discrepancies regarding these assumptions may affect the costs outlined in the Project Fee section of this document. Staffing required for the project is not included in the Project Fee(s) and will be billed as used. All operational expenses incurred and necessary by The CE Group, Inc. on Client's behalf will be billed as used. Operational expenses are not part of the Project Fee(s) and would include items such as copies, mileage, travel, lodging, meals, miscellaneous supplies, etc.

FEE SUMMARY	
Event & Production – Logistics <i>Project Fee is inclusive of dedicated Project Manager(s) time onsite.</i>	\$ 35,000
Event & Production – Management Fee	15%
Creative Services – Event Collateral	\$ 5,500
Communication – Public Relations	\$ 150 / Hour
Communication – Community Outreach	<i>Not to Exceed \$4,000</i>

Communication – Public Relations

Communication – Community Outreach

Project Fee is not inclusive of dedicated Project Manager(s) time onsite.
If needed, onsite time will be billed at the rate of \$150 / hour.



PROPOSAL

The CE Group, Inc. will work with the **City of Kerrville – Parks and Recreation Department** to finalize due dates and percentages for Project Fee payments once identified upon proposal confirmation. Unless schedule is outlined as a Retainer or otherwise, Client will be billed and agrees to pay one hundred percent of project fees prior to project date.

MISSION

We are excited about this project and are eager to engage as your partner going forward. The CE Group, Inc. feels that trust, fairness and working together as a team to achieve bottom-line results are essential ingredients to a successful relationship. Projects take many hours to position, plan, promote and produce and you can count on our loyalty, honesty, creativity, professionalism and energy to make each effort a success. We appreciate your trust in our company and are ready to go to work! This proposal is effective for a period of thirty (30) days. If after that period no commitment has been made, The CE Group, Inc. reserves the right to adjust fees.

We encourage your questions to reach a final agreement.

Please contact Krista Garcia at 210-862-9081 or kgarcia@cegroupinc.net

THANK YOU FOR THE OPPORTUNITY TO SUBMIT THIS PROPOSAL.

Contract Terms

Cancellation Terms (Staffing)

CONTRACT made this **April 13th, 2023**, between The CE Group, Inc., a Texas corporation, herein referred to as "Contractor" and **City of Kerrville - Parks and Recreation Department**, the purchaser of project management herein referred to as "Client".

Recitals

The CE Group enters into this agreement as an Independent Contractor and is hired to render project management on the terms and conditions provided for in this agreement. Contractor, as directed by client, is duly authorized to act as agent and on behalf of Client in all matters relating to the making of arrangements including, but not limited to, project management services, vendors, entertainment, transportation by air, railroad, motor bus, automobile or steamship or other common carrier. Such matters as described in this paragraph are hereinafter referred to as the "project," and the applicable time period during which the project shall be performed is referred to as the "project operation."

Cancellation Terms (applies to any project being executed under the contract)

• Project Cancellation up to 90 days Prior to Scheduled Date:

If project is canceled prior to 90 days of project operation, a cancellation fee shall be calculated for time of work completed to date, at \$150 per hour of services contracted for plus a total of all non-refundable deposits shall be paid by Client.

• Project Cancellation up to 89-60 days Prior to Scheduled Date:

If project is canceled 89-60 days prior to project operation, a cancellation fee of 65% of services contracted for plus a total of all non-refundable deposits shall be paid by Client.

• Project Cancellation up to 59-30 days Prior to Scheduled Date:

If project is canceled 59-30 days prior to project operation, a cancellation fee of 75% of services contracted for plus a total of all non-refundable deposits shall be paid by Client.

• Project Cancellation up to 29-15 days Prior to Scheduled Date:

If project is canceled 29-15 days prior to project operation, a cancellation fee of 85% of services contracted for plus a total of all non-refundable deposits shall be paid by Client.

• Project Cancellation less than 14 days Prior to Scheduled Date:

If project is canceled 14 days prior to project operation, a cancellation fee of 100% of services contracted for plus a total of all non-refundable deposits shall be paid by Client.

Cancellation Terms (Staffing)

If a project operation where CE Group personnel has been secured and scheduled is canceled less than 72 hours prior to project operation, a 3-hour minimum hourly rate, per person, shall be paid by Client.

Postponement Policy

Should the project date be rescheduled for any reason set forth by the client or due to acts of God, THE CE GROUP, INC. reserves the right to negotiate additional Project Fees to cover time spent for project managers to enact rescheduling planning to a later date. If Client requests to postpone the project for any reason, The CE Group, Inc. reserves the right to decline Client's request and enforce the applicable cancellation terms.

Management Fee

The CE Group, Inc. is available to serve as the project expense clearinghouse, processing and delivering either all or some of client approved, project related expenses. This option allows the client to pay one vendor, The CE Group, Inc.

The CE Group, Inc. will charge a Management Fee (15%) for the final total of each budget expense payment processed on the client's behalf. The Management Fee will also be charged on CE Group operational expenses (copies, mileage, and miscellaneous supplies), and will not be charged on contracted Project Fees or staffing. The CE Group, Inc. reserves the right to assess applicable booking fees of 15% for entertainment acts totaling \$15,000 and above, regardless of The CE Group, Inc. processing payment on client's behalf.

Operational Expenses

Staffing required for the project is not included in the Project Fee(s) and will be billed as used. All operational expenses incurred and necessary by The CE Group, Inc. on Client's behalf will be billed as used. Operational expenses are not part of the Project Fee(s) and would include items such as copies, mileage, travel, lodging, meals, miscellaneous supplies, etc.

Government Law

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

Authorized Agent

The undersigned acting on behalf of Client warrants that he/she has the right and authority to enter into and to perform Client's obligations under this Agreement.

Billing Schedule

Costs of Collection/Attorney's Fees

Client agrees to pay project fee(s) in accordance with schedule outlined in this contract. Unless schedule is outlined as a Retainer or otherwise, Client will be billed and agrees to pay one hundred percent of project fees prior to project date. Should The CE Group, Inc. process expense items on behalf of Client, Client will be billed for, and agrees to pay, a significant percent of estimated expenses, due upon receipt and prior to project date in order for The CE Group to process payments. The final balance of CE Group expenses, expenses processed by The CE Group, Inc. on the client's behalf, and Management Fee will be billed after project completion, due upon receipt.

Payment is to be made in U.S. dollars by check drawn on a U.S. bank or by wire transfer. All project fees + expense reports reflect a 4% cash discount for payment made by check or wire transfer. If payment is not made by check or wire transfer, the discount shall be rescinded. These charges will be reflected in the final invoice.

Late Fees

Payments are considered past due if not received within thirty days of billing date. A finance charge of 1.5% per month will be applied to all past due invoices.

Indemnification

Client agrees to defend, indemnify and hold Contractor harmless from and against any and all claims, losses, liabilities and expenses (including attorneys' fees) related to or arising out of the third party services made available by Contractor to Client under this Agreement, including without limitation claims made by third parties (including third party sub-contractors) related to any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by: any wrongful or negligent acts or omissions on the part of any of contractor's suppliers or third party contractors; any wrongful, negligent, or otherwise unauthorized acts or omissions on the part of any third party common carrier, or other provider of transportation services; any wrongful or negligent acts or omissions on the part of any other person or party not under direct control or employ of Contractor, including guests of Client; but excluding those related to the gross negligence of Contractor.

Client agrees to defend, indemnify and hold Contractor harmless from and against any and all claims, losses, liabilities and expenses (including attorneys' fees) related to or arising out of any claim by a third party related to the potential or actual exposure or contraction of a bacterial or viral disease (including COVID-19) from the project, including any claim related to Client's own negligence or the ordinary negligence of The CE Group, Inc.

Client agrees to pay all applicable charges on demand to Contractor, together with any collection costs or attorney's fees. If Contractor brings a legal action to collect any sums due under this Agreement, it shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees.

Disclaimer of Warranties

Contractor's services and project (together, the "Services") are provided "as is," and, except as provided herein, Contractor makes no warranties of any kind with respect to the Services, whether express or implied, oral or written, including but not limited to, the implied warranties of merchantability, and fitness for a particular purpose.

Limitation of Liability

Client acknowledges and agrees that in no event shall Contractor or its officers, directors, employees, or representatives be liable to Client or any other party for any special, indirect, reliance, incidental or consequential damages of any kind, loss of profits, or loss of goodwill resulting from the use of or inability to use the Services provided hereunder, even if Contractor has been notified of the likelihood of such damages occurring. Contractor's maximum liability to Client for any cause whatsoever, regardless of the form of action, including, without limitation, whether in contract, tort or negligence, shall in no event exceed the amounts paid by Client under this Agreement.

The CE Group, Inc. accepts no liability for the acts or project services provided of any third-party vendors.

No Assignment

Client may not assign or transfer this Agreement or any of its rights hereunder without the prior written consent of Contractor, which consent shall not be unreasonably withheld. In no event shall Client's rights or obligations hereunder be assigned or assignable by operation of law or by any bankruptcy proceedings, and in no event shall this Agreement or any rights or privileges hereunder be an asset of Client under any bankruptcy, insolvency or reorganization proceedings. This Agreement and the transactions provided for herein shall be binding upon and inure to the benefit of the parties, their legal representatives, and permitted transferees, successors and assigns.

Force Majeure

Either party may terminate its performance obligations without liability to the extent its performance is affected by acts or occurrences beyond its control that makes it impossible to hold the Program or for THE CE GROUP, INC. to provide the services specified herein. The acts or occurrences that trigger the right of either party to terminate this Agreement under the terms of this section include, but are not limited to: acts of God, war, civil authority or government regulation (including advisories, quarantines and curfews), natural disaster, fire, strikes or other labor disputes, curtailment or disruption of transportation, civil disorder, terrorism and responses thereto, an act or occurrence creating a significant risk to the participants' health or safety (as determined by both parties), or affecting a party's performance. This Agreement may be terminated without liability for any one of such reasons by written notice from one party to the other within ten (10) days from the Force Majeure act or occurrence. If the project is scheduled for less than ten (10) days from the Force Majeure event, notice must be received in writing within twenty-four (24) hours of the Force Majeure event. Should this Agreement be terminated according to the terms in this Section, THE CE GROUP, INC. will return to Client any payments previously paid by Client to THE CE GROUP, INC., less all of the following amounts which THE CE GROUP, INC. shall be entitled to retain: any non-recoverable and other out-of-pocket costs THE CE GROUP, INC. has paid or is obligated to pay to THE CE GROUP, INC.'s vendors, suppliers and subcontractors, and any costs (including labor) for which THE CE GROUP, INC. has otherwise incurred an obligation to pay, as of the time of the Force Majeure Termination, so long as such direct and/or indirect costs are supported by reasonable documentation. THE CE GROUP, INC. shall additionally not be liable for delays due to causes beyond its reasonable control. WHEREFORE, The parties have executed Agreement for Project Management Services in San Antonio, Texas on the date above first written.

Costs of Collection/Intellectual Property & Associated Marketing Fees

The CE Group, Inc. and Goods Collective, L.P. reserve the right to photograph and/or video project services, claim intellectual property of such materials and is permitted to use at their discretion for various portfolio and marketing uses, including social media outlets.

Client is responsible and agrees to make project manager(s) aware of any special provisions or restrictions upon execution of this Agreement.

Should Client use The CE Group, Inc. or Goods Collective, L.P. name, logo, artwork, photographs, videos or any other intellectual property in any instance, Client agrees to request accurate files and confirm correct usage of use in content.

This proposal, and any content, documents, pricing, or creative concepts are developed exclusively by The CE Group, Inc., and all contents are proprietary.

Any use, dissemination, distribution or copying of this proposal, any content, documents, pricing or creative concepts is strictly prohibited.

The CE Group, INC.

Signature: _____
Print Name: _____
Date: _____

City of Kerrville – Parks and Recreation Department

By: _____
Print Name: _____
Date: _____