



CITY OF BANDERA CITY COUNCIL REGULAR MEETING

Bandera City Hall, 511 Main Street, Bandera, Texas
Wednesday, August 7, 2024 at 6:00 PM

511 Main St. • PO Box 896 • Bandera, Texas 78003 • P: (830) 796-3765 • F: (830) 796-4247

AGENDA

1. **Call to order.**
2. **Invocation and Pledge.**
3. **Visitors to be heard (shall not exceed 30 minutes total).**

Citizens wishing to be heard may do so on all matters except personnel matters, matters listed on the agenda as a public hearing, and matters under litigation. Each person addressing the council must provide his/her legal name and current address for city records and meeting minute preparation. Each person will only be allowed to speak on matters on the agenda during citizen's forum/public comment. No rebuttals will be permitted. Each person addressing the governing body shall not exceed three (3) minutes. Section 551.042, Government Code, V.T.C.A. (i.e. Texas Open Meetings Act) permits a member of the public or a member of the governmental body to raise a subject that has not been included in the notice for the meeting, but any discussion of the subject must be limited to a proposal to place the subject on the agenda for a future meeting. All remarks shall be addressed to the council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the council may be requested to leave the meeting.

4. **Consent Agenda.**

A. Approval of Minutes from July 9, 2024 Regular City Council Meeting.

5. **Presentations.**

A. Presentation from Adurra Engineering on the updates on the (FIF) Flood Infrastructure Fund Project.

6. **Discussion and possible action on the following items:**

A. Discussion and possible action on Resolution 2024-024 for the Facility Use Agreement with the Bandera Methodist Church. -Farmer

B. Approval of Resolution 2024-025 approving a Facility Use Agreement for the use of the Bandera City Park for the Bandera ISD Annual Track meet. - Farmer

C. Discussion and possible action on creating pedestrian entrances by both gates into the park for residents and visitors wide enough for stroller or wheelchair accessibility when the City Park is closed- Palmer

D. Discussion and possible action on the enforcement of Ordinance 342 Article 3.05 House numbers. - Palmer

E. Discussion and possible action on negotiating with the County Commissioners to extend the lease agreement ending in July 2, 2029 for use of the Bandera City Hall building. -Palmer

F. Discussion and possible action a request from the Bandera City Marshal for an expenditure of \$6,499.00 to purchase six new Body Worn Cameras and ancillary equipment. - De Foster

G. Review Texas Parks and Wildlife Grant schedule for upcoming potential projects. -Gibson

- H. Discussion regarding permit application pending before the Bandera County River Authority and Groundwater District for water from the lower trinity aquifer that could impact the City of Bandera. -Gibson

7. Closed Session.

A. The City Council will meet in closed session pursuant to Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property.

A) Waste Water Treatment Plant

B. The City Council will meet in closed session pursuant to Texas Government Code Section 551.071, Consultations with Attorney, 380 Agreement with Main Street Shops and Lofts.

C. The City Council will meet in closed session pursuant to Texas Government Code Section 551.071, Consultations with Attorney, Dietrich F-5 update.

8. Action following Closed Session.

9. Requests and Announcements.

A. Requests by Council to place items on an agenda.

B. Announcements by Council.

10. Adjourn.

/s/ Jill Shelton

Jill Shelton, City Secretary

The City Council for the City of Bandera reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matter listed above, as authorized by Texas Government Code §551.071 (Consultations with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices) and §551.086 (Economic Development). There may be a quorum of Economic Development Corporation/Planning and Zoning member at any regularly scheduled City Council Meeting. This facility is wheelchair accessible and handicapped parking is available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary at (830) 796-3765. This agenda is posted in accordance with the Texas Government Code, Chapter 551 on August 2, 2024.



CITY OF BANDERA CITY COUNCIL REGULAR MEETING

Bandera City Hall, 511 Main Street, Bandera, Texas
Tuesday, July 09, 2024 at 6:00 PM

511 Main St. • PO Box 896 • Bandera, Texas 78003 • P: (830) 796-3765 • F: (830) 796-4247

MINUTES

1. Call to order.

The meeting was called to order at 6:02PM.

PRESENT

Mayor Rebeca Gibson
Councilmember Tony Battle
Councilmember Debbie Breen
Councilmember Jeff Flowers
Councilmember Lynn Palmer

ABSENT

Councilmember Brett Hicks

2. Invocation and Pledge.

Mayor Gibson offered the Invocation and all stood for the pledges.

3. Visitors to be heard (shall not exceed 30 minutes total).

There were no visitors to be heard.

4. Consent Agenda.

A. Approval of Minutes from June 25, 2024 Regular City Council Meeting, June 25, 2024 Board of Appeals Meeting, and June 25, 2024 Board of Adjustments Meetings.

Motion made by Councilmember Battle, Seconded by Councilmember Palmer.

Voting Yea: Councilmember Battle, Councilmember Breen, Councilmember Flowers, Councilmember Palmer. Motion passes.

5. Staff Reports.

A. Quarterly Investment Report. - City Treasurer / Allyson Wright

City Treasurer Wright updated the Council on the Quarterly finance and investment report.

B. Budget Update. - City Administrator / Stan Farmer, City Treasurer / Allyson Wright

City Administrator Farmer updated Council on the 9-month budget updates.

6. Budget Workshop.

A. Budget Workshop.

There were discussions on utility rate increases, tax rate, CIP for water and wastewater infrastructure and street repairs. There will be an annual trash increase of 5% per the contract with Republic. There was discussion about current salaries and giving a 3% merit increase to hourly employees. There was also some discussion about the decreased revenue in the City

Park due to the drought and water conditions. There will be future discussions on next workshop.

7. Discussion and possible action on the following items:

- A. Discussion and possible action on City of Bandera Resolution No. 2024-022, ordering a General Election of the qualified voters of the City of Bandera for the purpose of electing two (2) City Council members and a Mayor to serve two-year terms. City Secretary- Jill Shelton**

Motion made by Councilmember Battle, Seconded by Councilmember Flowers to approve Resolution 2024-022.

Voting Yea: Councilmember Battle, Councilmember Breen, Councilmember Flowers, Councilmember Palmer. Motion passes.

8. Closed Session.

A. The City Council will meet in closed session pursuant to Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property.

A) Waste Water Treatment Plant

B) City Facilities

Mayor Gibson closed the open meeting into executive session at 7:39PM

9. Action following Closed Session.

Mayor Gibson reconvened the meeting at 8:08PM into open session.

10. Requests and Announcements.

- A. Requests by Council to place items on an agenda.**

Discuss the original vision for Buck Creek Property

- B. Announcements by Council.**

RED Grant Survey going out, National Disc Golf Tournament coming up, Day of the National Cowboy at Mansfield Park this weekend, Congratulations to Tony Battle with Byrne Construction on being honored with top 10 places to work.

11. Adjourn.

The meeting was adjourned at 8:12PM.

/s/ Jill Shelton

Jill Shelton, City Secretary

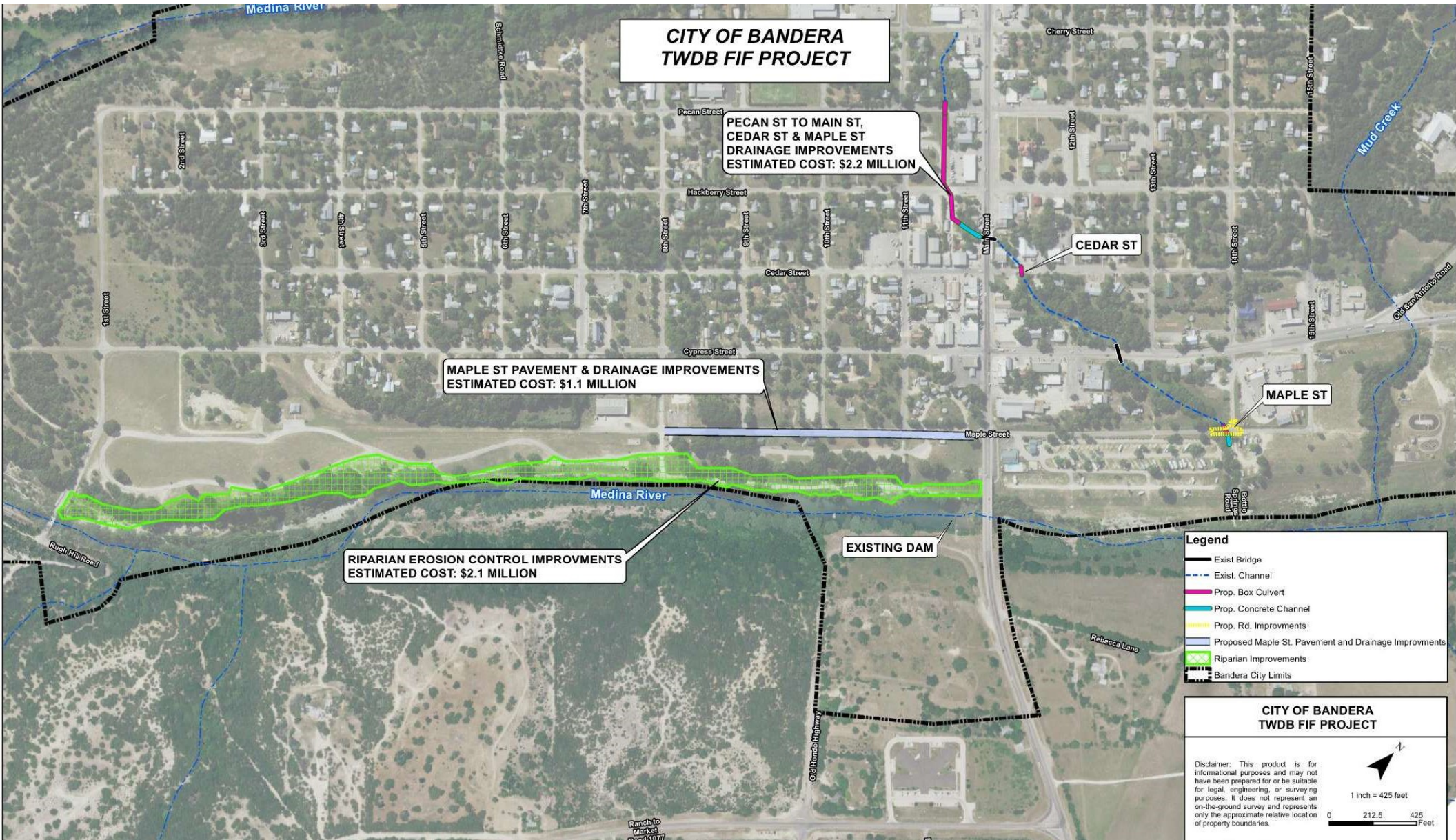
Bandera City Park

Stabilization :: Beautification :: Conservation

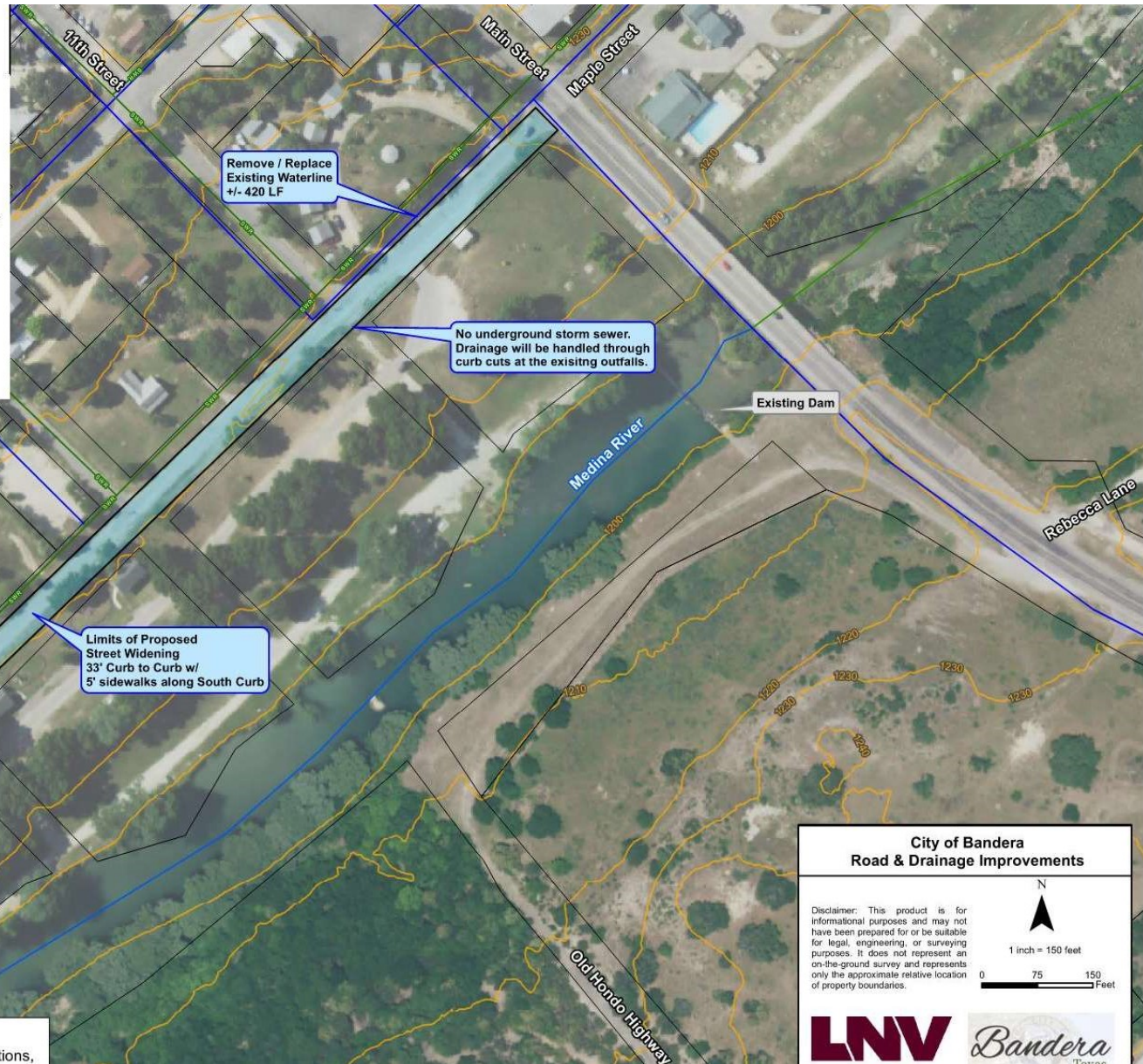
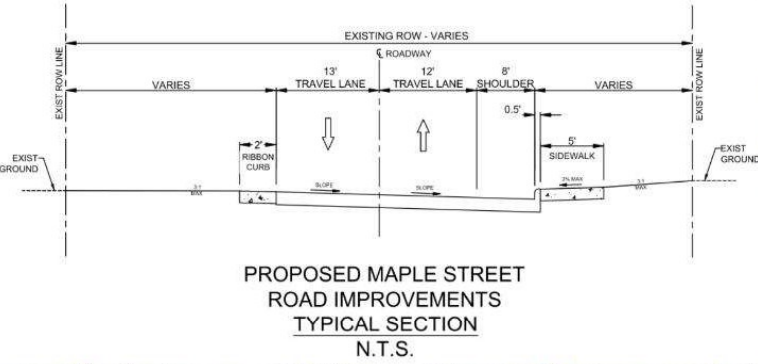


EFR Construction Budget

1. City-Wide Localized Flooding Drainage Improvements
 - Construction Cost = \$1.65 Mil
2. Maple Street Pavement and Drainage Improvements
 - Construction Cost = \$0.88 Mil
3. Bandera Park Improvements and Riparian Restoration
 - Construction Cost = \$1.75 Mil

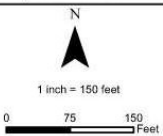


Maple Street Roadway and Drainage Improvements *Budget Cost Estimate = \$1.1 Million



City of Bandera Road & Drainage Improvements

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



*Budget Cost Estimate includes construction, a construction contingency, and design. This estimate does not include costs associated with easement acquisition, environmental investigations,

Recommendations for Riparian Management and Erosion Control at the Bandera City Park – Bandera, TX.

Prepared by:

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Site Visit: March 11, 2020 with J. Horry (City of Bandera), Rebeca Gibson (City of Bandera), Levi Sparks (Bandera County River Authority and Groundwater District), Clint Carter (BCRAGD), Daniel Oppenheimer (HCA), and Ryan McGillicuddy (TPWD).

Background

The Bandera City Park is located along the Medina River in Bandera, Texas. The City manages the park based on the 2014 Bandera City Park Conceptual Park Master Plan. According to the Master Plan, the 77-acre park is situated mostly within the FEMA 100-year floodplain along approximately 1.5 miles of the Medina River. The park is a well-used asset, enjoyed by local residents as well as visitors to the Central Texas Hill Country.

On January 30, 2020, Rebeca Gibson, City of Bandera, Mayor Pro Tem, reached out to partners at the City, BCRAGD, and HCA to discuss opportunities for enhancing the park. During a conference call on February 18, 2020, local partners shared concerns with HCA related to erosion (e.g. cut-banks along the river, runoff from city streets, historic vehicle use, ongoing foot-traffic) as well as a shared interest in creating better river access for park visitors, and enhancing riparian health. The primary outcomes of this conference call were recruiting additional partners and scheduling the site visit hosted on March 11, 2020.

To date, local stakeholders have already installed fencing to keep vehicles off the river-side of the park road, installed rock features to slow down runoff, and controlled non-native, invasive *Arundo donax* (aka giant reed, river cane). The Medina River and park would benefit from additional measures, including: the creation of riparian grow zones, establishment of targeted river access areas, and storm water control measures that manage erosion by slowing and sinking runoff from the streets into the ground, rather than scouring down the hill.

Objective

Identify appropriate opportunities at the Bandera City Park to reduce erosion as well as enhance riparian and soil health, river bank stability, and public access. The following considerations include general recommendations as well as site-specific considerations discussed during the March 11, 2020 site visit.



Life's better outside.®



April 15, 2020 - ***DRAFT*** PLAN 1

Recommendations

1) Grow Zones

TPWD and HCA recommend that riparian buffers, commonly referred to as a “Grow Zones,” be established. Establishment of such riparian grow zones along the river’s edge, where disturbances (e.g. mowing, excessive foot traffic, etc.) are restricted and deep rooted native riparian plants can thrive, will provide enhanced stability, habitat, natural beauty, and ecological function. Healthy riparian zones are also more resilient than manicured landscapes and recover more quickly from disturbances and flooding. While a grow zone with a minimum width of 30 feet from the water’s edge begins to provide the optimum suite of functions, a width of even 5-10 feet will provide some degree of bank stabilization, wildlife habitat, and filtering of runoff for water quality. Dense grasses along the stream bank also protect the growth of young trees by sheltering them from wind and browsing, and also by trapping dew and water that can be delivered to the roots of young trees. Increased buffer width results in increased function, so establish as wide an area as you are comfortable with, given the stated goals and uses of the park. See Figure 1 for an example of a potential grow zone at the property.



Figure 1: Current site (left) and a mockup (right) of a riparian grow zone delineated with cedar posts. Note the targeted access point between the two grow zones in the mock-up.

Grow zones may be allowed to develop on their own simply by ceasing the source of disturbance (e.g. mowing, weed whacking, excessive foot traffic, etc.) and controlling invasive species. Alternatively, seed can be broadcast or transplants of native vegetation can be installed to jumpstart restoration, increase species diversity, or create a more manicured appearance if desired. The grow zone should be clearly marked by signage in order to inform patrons that the City is being proactive and intentional, and also to ensure that maintenance crews do not unintentionally intrude into the area. Signage with a message such as “Ecological restoration in progress” has been used in other similar areas to good effect. A low border could also be established at the edge of the grow zone using limestone, cedar logs, split rail fencing, or other natural looking material.

Please refer to the attached planting list from *Hill Country Design Guidelines* developed by the Lady Bird Johnson Wildflower Center and TPWD. The entire set of guidelines are also available at the link below in the “Additional Resources” section. Shade tolerant plants should be chosen for riparian zones with mature trees and a closed canopy. For shaded areas you can easily collect inland sea oats (*Chasmanthium latifolium*) and wild rye (*Elymus sp.*) seed from nearby and broadcast it in the late fall or early winter. Commercially available seed mixes are available from companies such as Native American Seed in Junction, TX. Their Riparian Recovery Mix is ideal for previously disturbed areas that receive partial to full sun, while the Shade Friendly Grass Mix can be used in areas that receive only shade to partial sun. Should City and local partners decide to conduct plantings or seedings

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of native vegetation, site preparation will be needed first to address compacted soils. Please refer to the “Site Preparation” chapter of the *Hill Country Design Guidelines* for more information.

2) Targeted Access

Use and enjoyment of the river is a primary function of the park. TPWD and HCA believe that recreational access to the water can continue to be supported at the current level while also reducing erosion and enhancing ecological function. This can be achieved using targeted access points that lead to the river that are interspersed with grow zones in between. The location of access points will be determined by a variety of considerations: existing infrastructure, compacted areas deemed appropriate “sacrifice” area for continued access, and places where the river-bank is not an overly steep cut-bank.

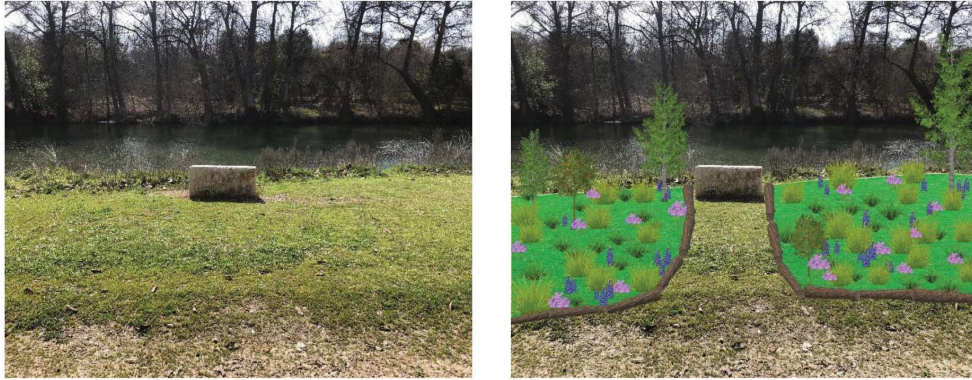


Figure 2: Current site (left) with a stone bench placed for recreation and a mockup (right) demonstrating the incorporation of riparian grow zones and a targeted access point for fishing. The width of access points will vary, depending on the use.

Ideally, each access point should not require more than 20 feet of length along the stream. The precise number, size, and location of access points and trails should be determined by the City based on the stated goals related to access, riparian health, and managing erosion. Blue Hole Regional Park in Wimberley is an excellent example of a high use area that provides access to the water’s edge while maintaining native riparian areas in between (see Figure 3).

Figure 3: Targeted access points interspersed with riparian buffers at Blue Hole Regional Park, Wimberley, TX. Most targeted access locations at Bandera City Park should not require hardscaping, which should be limited to areas with the most intensive use where bank stability is a concern. Photo courtesy of Design Workshop, Inc.



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3) Woody Material

To the extent practicable, leave limbs and woody material in the creek and along the banks. These provide structure, trap sediment, and help to build the banks of streams that have previously widened from erosion. Wood within the channel also serves as fish habitat and refuge, and on the riverbank can act as a cage, protecting the growth of young trees from herbivory. This strategy may be especially well-suited for the far-western portion of the park that encompasses the Frisbee golf course.

4) Plantings along the Water’s Edge

While much of the riparian corridor in the park is a cut bank, there are periodic micro-sites that provide opportunities to plant along the water’s edge. Native plants could be installed where needed to promote stability and provide aesthetic appeal. Near the water’s edge where the soil stays relatively saturated, native plants such as Emory sedge (*Carex emoryi*), sawgrass (*Cladium mariscus*), white-top sedge (*Rhynchospora colorata*), spikerush (*Eleocharis montevidensis*), buttonbush (*Cephalanthus occidentalis*), and black willow (*Salix nigra*) could be transplanted to enhance stability. Care should be taken to only use plants sourced from the same watershed if possible. Most are easily transplanted if found nearby. The park has several sources of black willow that can provide dormant-season cuttings. See HCA’s enclosed *Riparian Planting Guide* for additional strategies and considerations.

If there are areas from which you wish to exclude people in a more passive manner, native plants such as sawgrass (*Cladium mariscus*) and dwarf palmetto (*Sabal minor*) are attractive yet abrasive enough to deter visitors from trampling the area. These can be planted along the border of a grow zone.

Transplant method: Some native plant material may be available as cuttings from onsite sources, or from other nearby landowners. Find a healthy stand and cut down into the soil with a sharpshooter shovel or sturdy gardening trowel to remove a plug from the edge of the plant. For smaller plants like spikerush and white-top sedge a 2”x 2” plug will do, and for Emory sedge about 4”x 4”. For sawgrass or switchgrass, a gallon sized cutting can be taken from a healthy stand, but smaller will work as well. Transplant these close to the water’s edge where they can keep their roots in moist soil. Water when first transplanted. For commercial stock, try calling a nearby nursery and ask what native sedges they might have available. See HCA’s enclosed *Riparian Planting Guide* for additional strategies and considerations.

5) Plantings in the Transitional Zone

Given the extensive cut-bank, opportunities for planting along the water’s edge will be limited. Should the City and local partners decide to conduct plantings or seedings to jumpstart recovery, greater opportunities exist to plant along the drier, upper terrace (i.e. where grow zones will be established), which is multiple feet above the river. When considering appropriate native species to plant on the cut banks, more facultative species (those that can tolerate both wet and non-wet conditions) should be considered. These could include facultative trees such as green ash (*Fraxinus ylvatica*), Texas ash (*Fraxinus albicans*), pecan (*Carya illinoensis*), Eve’s necklace (*Styphnolobium affine*), cedar elm (*Ulmus crassifolia*), and red mulberry (*Morus rubra*). Several additional species can be found in the *Your Remarkable Riparian* guide received during the site visit. Grasses may include Lindheimer muhly (*Muhlenbergia lindheimeri*) and switchgrass (*Panicum virgatum*). See HCA’s enclosed *Riparian Planting Guide* for additional strategies and considerations.

Given conversations about local Axis and white-tailed deer populations, as well as observed signs of browsing and deer scat in the park, City and local partners should consider installing protecting caging around trees that are planted in the grow zones.

6) Upland Management and Erosion Control

The health of rivers and streams is directly related to the management of upland areas within the watershed. Slowing water as it traverses the land and allowing it to sink into the soil has a number of benefits, including:

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creating more stable streams by reducing the erosive force of water before it reaches the channel; reducing peak flow events and flooding; promoting the growth of grasses and the formation of healthy soils; increasing groundwater recharge; and potentially increasing base-flow and spring-flow in creeks. Vegetation is a primary means of slowing water on the landscape, but in certain circumstances additional physical structures may be needed. Features such as rock rows, woody debris, and swales and berms can be installed on contour (perpendicular to the slope of the land) to slow water, and also help to build the soil profile of hill sides. TPWD does not recommend the use of rip-rap, gabions, or other hard structures. The Hill Country Alliance has developed a useful guidance document titled “*Hill-side Stewardship: Reducing erosion, establishing vegetation, & enhancing water catchment*” that offers more detail on these structures. It is attached at the end of this report.



Figure 4: Current site (left) and a mockup (right) demonstrating how cedar logs can be placed along contour line to slow and sink water and trap sediment to build soil and enhance vegetation along hillsides.

The Bandera City Park is experiencing significant issues with stormwater runoff that originates from offsite sources (see Figure 5). Stormwater is conveyed as surface flow from several streets. Additionally, several culverts convey stormwater to the park where they then run into ditches that flow to the river. Erosion and scour along the ditches are evident.



Figure 5: Examples where stormwater runoff is causing erosion from the top of the park down to the river.

Solutions to this problem may include a mix of strategies sourced from “low impact development (LID)” and permaculture practices, which mimic natural process to allow for infiltration and evapotranspiration of stormwater (see links in the “Additional Resources” section below for more detailed information on LID and permaculture practices). On-site, a number of strategies may be assessed to slow and sink water. Potential tools may include

the use of: bioswales (aka rain gardens), vegetated berms, rock structures (e.g. one-rock dams), and Yeomans Keyline plow. The installation of these features should be performed in consultation with an engineer, landscape architect, or other experienced stormwater professional. Additionally, the City should consult with the city and local floodplain administrator to determine what permits or authorizations are required to conduct such work.

9) Invasives

A number of non-native, invasive plants (e.g. *Arundo donax*, Brazilian vervain, and *Ligustrum*) were observed during the site visit. Priority should be given to continued monitoring of the *Arundo donax* to determine if any follow-up spot treatments are needed. Please refer to the invasives guide that was included in the *Your Remarkable Riparian* packet for additional information about non-native, invasive species.

10.) City Assistance

TPWD and HCA will continue to work with the City and BCRAGCD to identify potential resource experts and sources of funding to help offset the costs.

Should the City want greater support (e.g. formal planning, facilitation, and coordination), we recommend they contact the National Park Service’s River, Trails, and Conservation Assistance Program. Ericka Pilcher (RTCA_Apps_IMR@nps.gov) is the program manager for Texas. Both HCA and TPWD would be happy to write letters of support for a City application to the program for free NPS program support.

11.) Site-Specific Discussions

The following section outlines specific topics discussed at several sites within the park during the March 11, 2020 site visit.

- Moderate to severe erosion is evident at the large culvert site near the treated *Arundo donax*. Partners discussed establishing both a riparian grow-zone extending from the river’s edge to the main trail (i.e. paralleling the river), as well as a grow zone on either side of the gully and culvert (i.e. perpendicular to the river). Fencing may be added on either side of the gully to help establish a grow zone and keep people out of this potential safety hazard. Properly sized and situated rock structures (e.g. one-rock dams) may also be considered for addressing erosion within the gully;
- At the 7th Street Site, partners discussed making this an ADA-accessible ingress down the hill;
- At the bottom of the 9th Street Site towards the river, partners discussed the need for establishing a grow zone, adding rock structures to slow and sink water, raising the cutting height when mowing, and creation of switchbacks for public access. At the top of the site, partners discussed using rock-structures (e.g. one-rock dams, media lunas) to slow and sink water on both sides of the dumpster;
- At the bottom of the 10th Street Site, partners discussed re-directing foot traffic downstream and away from this area as part of an effort to establish soil and grasses; additional interventions for the gully (e.g. well designed and properly sited rock-structures, re-shaping) were also discussed. At the top of the site, partners discussed the existing rock structure and that this site provides more room than the 11th Street Culvert for creating rock-structures (e.g. one-rock dams, media lunas) to slow and sink water
- Downstream of the last picnic table, partners discussed maintaining a narrow path to be used both by RV Park users accessing the park as well as users visiting the memorial site, then changing mowing prescriptions around the trail by raising the cutting to at least 6 inches.
- Where the City decides to designate grow zones, there may be a need to relocate existing infrastructure (limestone benches, tables) to other areas.
- At the 11th Street site, partners discussed options for slowing and sinking water coming from the street down into the park, especially given the limited space; one option, with careful calculations of current and projected drainage, would be to create a bioswale/rain garden between Maple Street and the start of culvert in the park. This would require engineering expertise.

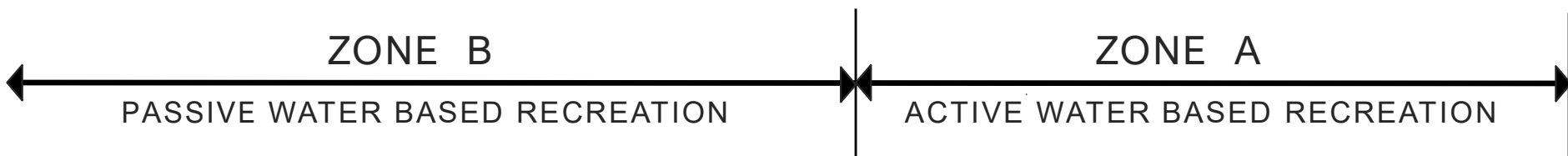
H. Partners did not identify appropriate measure at two sites on the west-end of the park (e.g. Pebble Beach). Perhaps partners experiment with and adapt methods on the east-side of the park, then tailor those strategies to these sites applying lessons learned and adaptive management from work on the east-end of the park.

Additional Resources

- *Hill Country Design Guidelines*: Plant list (enclosed), full resource available online at https://tpwd.texas.gov/publications/nonpwdpubs/media/hill_country_design_guidelines.pdf
- *Your Remarkable Riparian*: <http://texasriparian.org/resources/your-remarkable-riparian/>
- Austin Grow Zones: <http://www.austintexas.gov/creekside>
- Native American Seed Company: <http://www.seedsource.com>
- *Rain Gardens for Stormwater Management*: <http://water.tamu.edu/files/2013/02/stormwater-management-rain-gardens.pdf>
- Low Impact Development (LID): <https://www.epa.gov/nps/urban-runoff-low-impact-development>
- HCA's Riparian Planting Guide (enclosed)
- HCA's Hillside Stewardship Guide (enclosed)

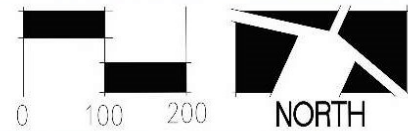


PLANNING PHASE CONCEPT PLAN





ZONE A





Section 5, Item A.



Section 5, Item A.

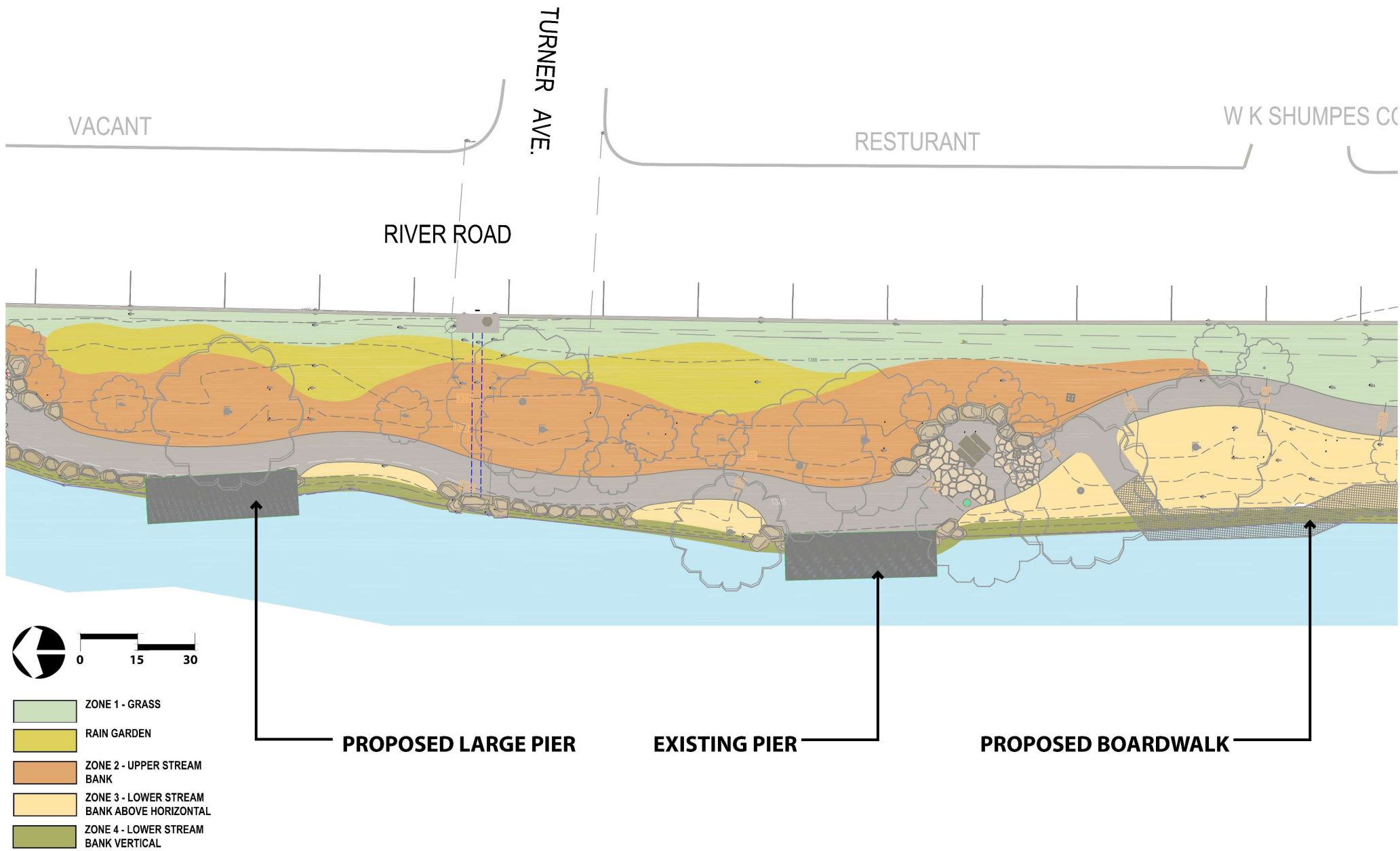




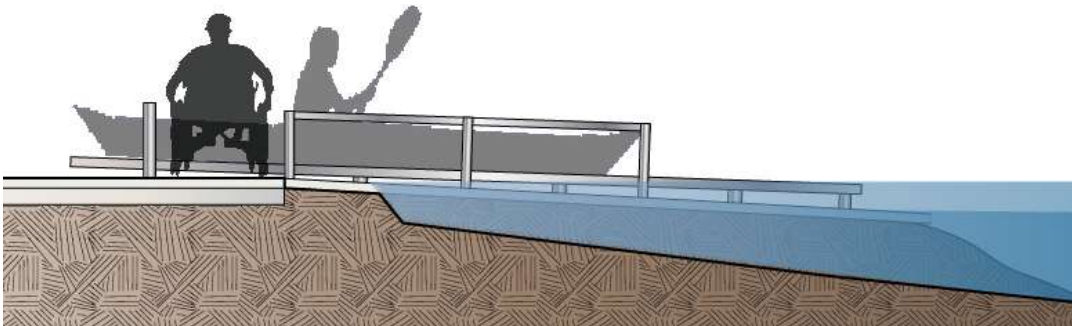
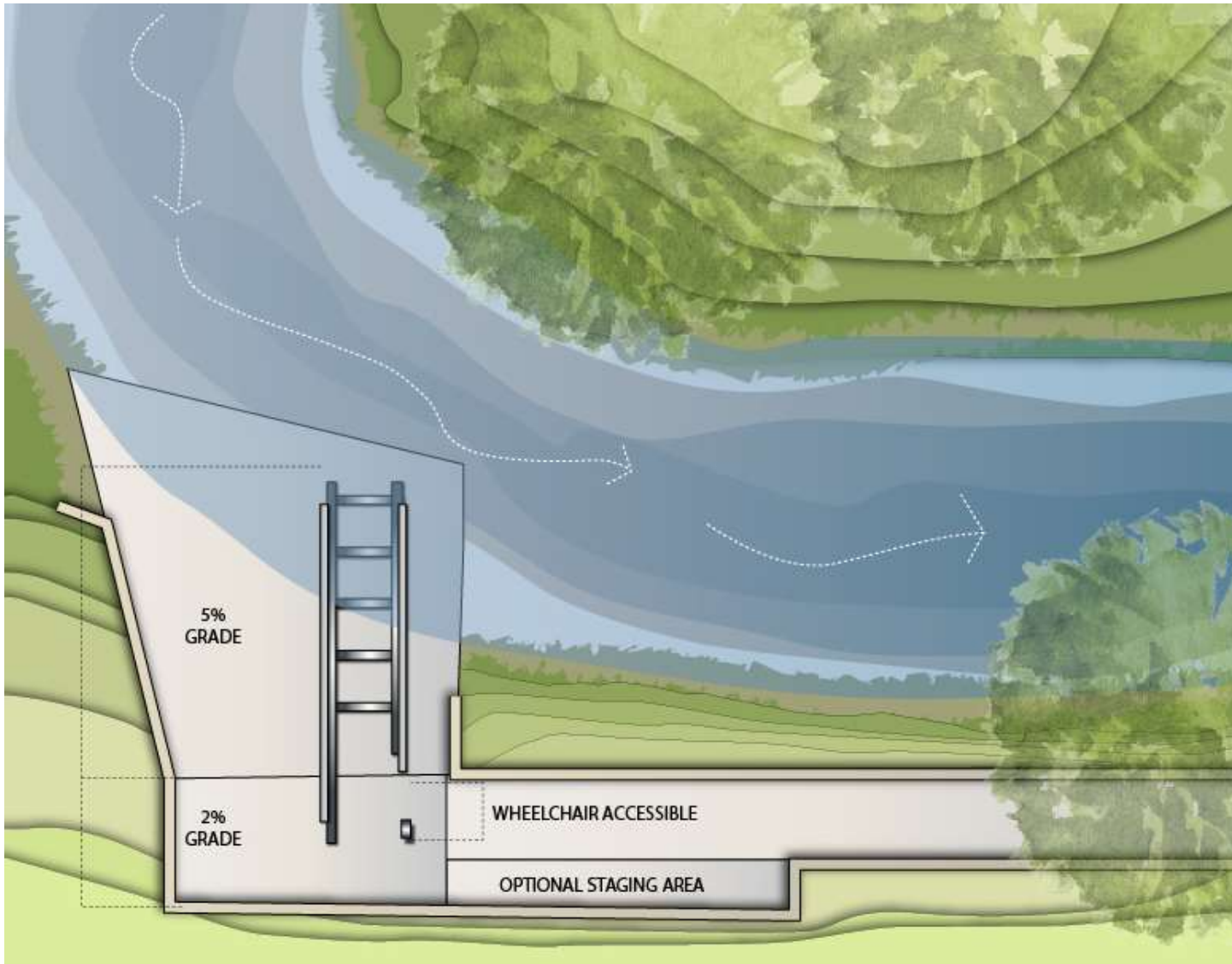






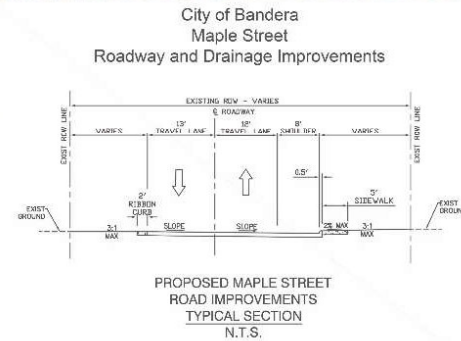




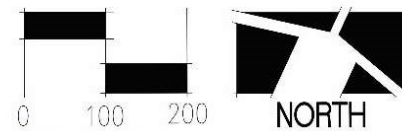


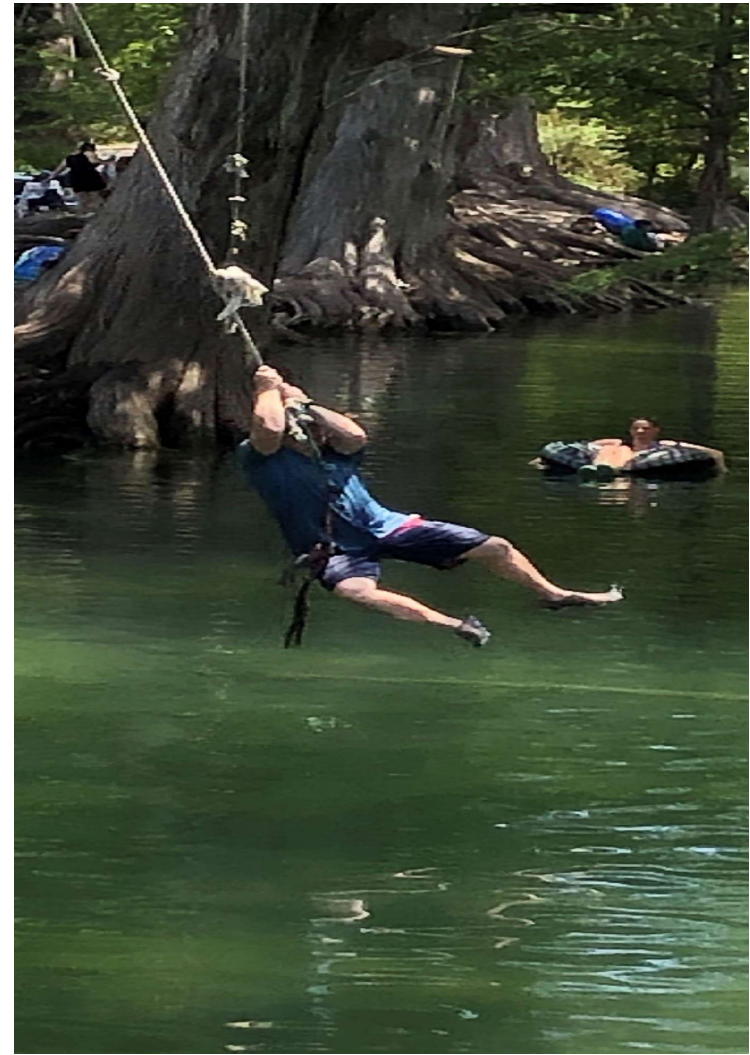
LEGEND

- (A) RIPARIAN RESTORATION
- (B) BIO-SWALES
- (C) CONCRETE TRAIL
- (D) ELEVATED WALK
- (E) WATER ACCESS POINTS
- (G) ENTRY DRIVE CANOE / KAYAK DROPOFF
- (H) LANDING FOR CANOE / KAYAK LAUNCH
- (I) IMPROVED PARKING



ZONE B

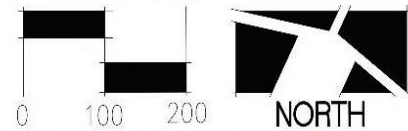








CITY PARK :: BANDERA, TEXAS





Rain Lily



Copper Iris



Eastern Goldeneye



Mexican Feather Grass



Inland Sea Oats



Seep Muhly



Zigzag Iris



Arapaho Muhly



Little Bluestem



Sideoats Grama



Creek Sedge



Lindheimer Muhly



Cedar Sedge



Texas Sacahuista

**BANDERA CITY PARK
RIVER BANK STABILIZATION
GRASSES**



Purple Trailing Lantana



New Gold Lantana



Pink Chintz Creeping



Straggler Daisy

BANDERA CITY PARK
RIVER BANK STABILIZATION
GROUND COVERS



Agarita



Turks Cap



Plateau Goldeneye



Dwarf Wax Myrtle



Blackfoot Daisy



Button Bush

BANDERA CITY PARK
RIVER BANK STABILIZATION
SHRUBS



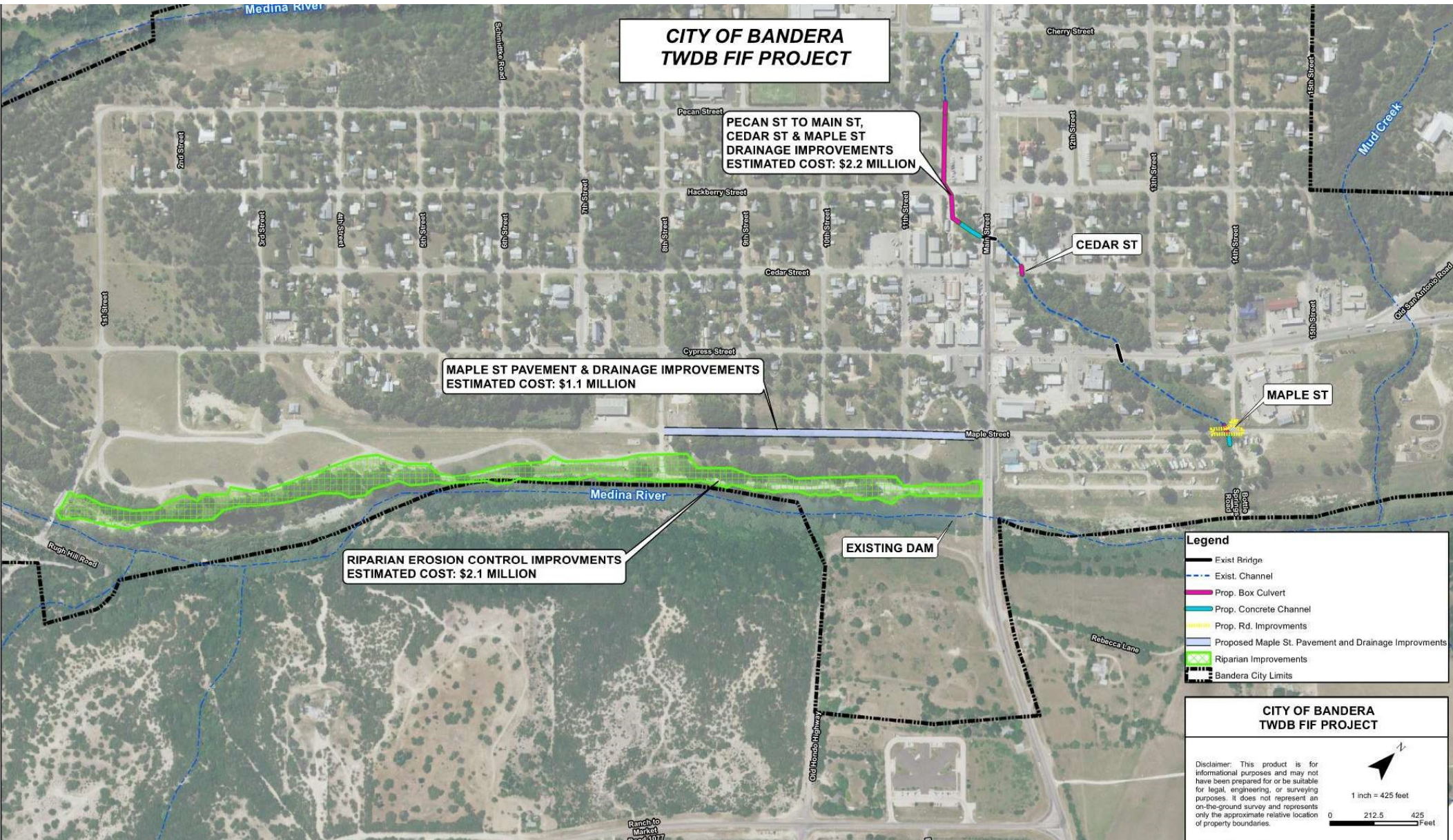
Red Yucca



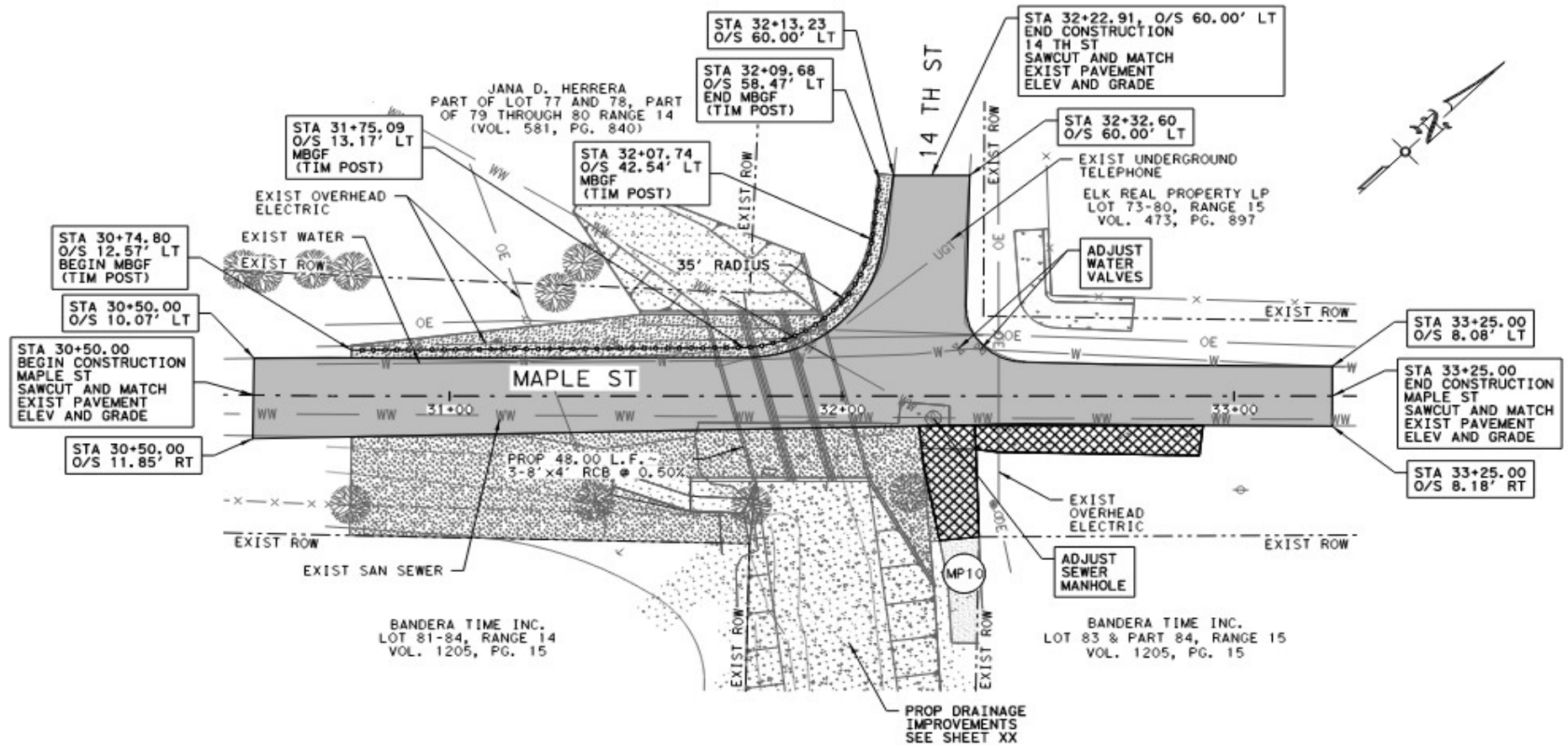
San Angelo Yucca

BANDERA CITY PARK
RIVER BANK STABILIZATION
SUCCULENT PLANTING

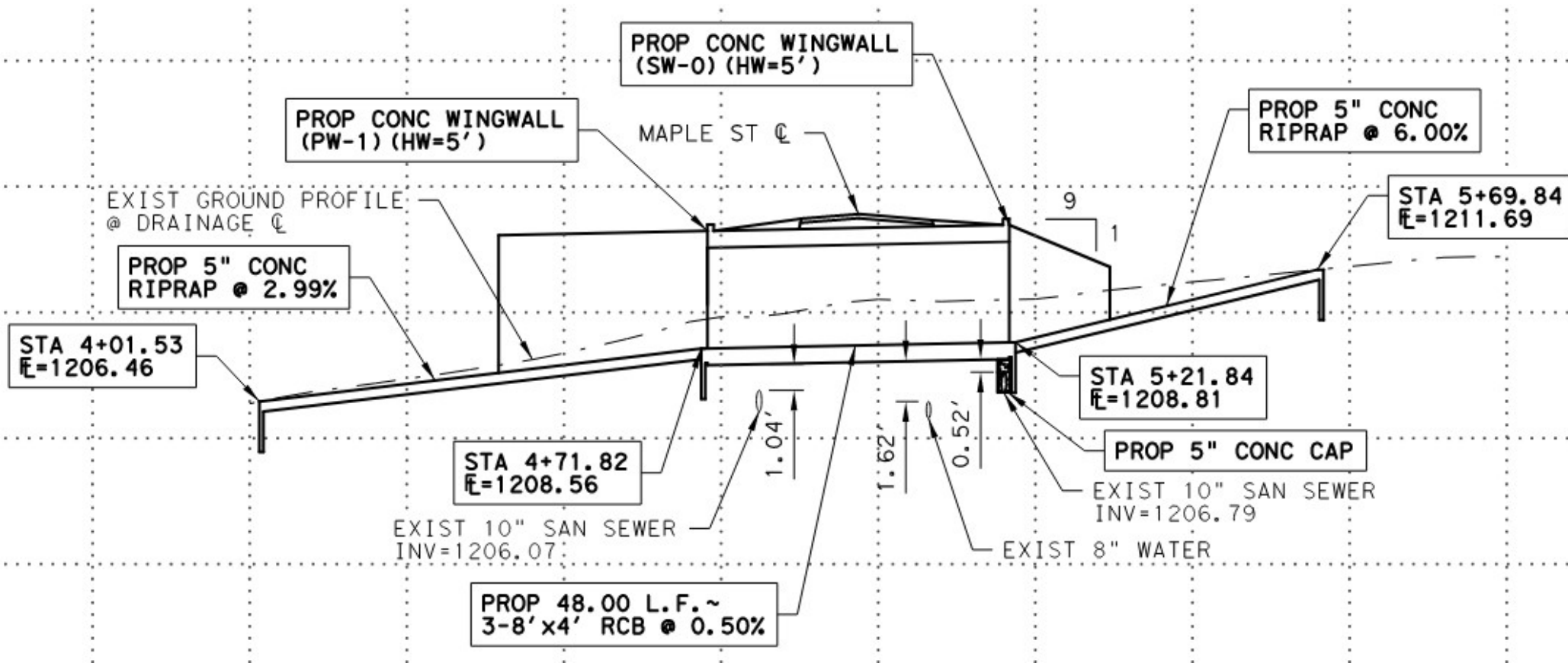
DESIGN PHASE



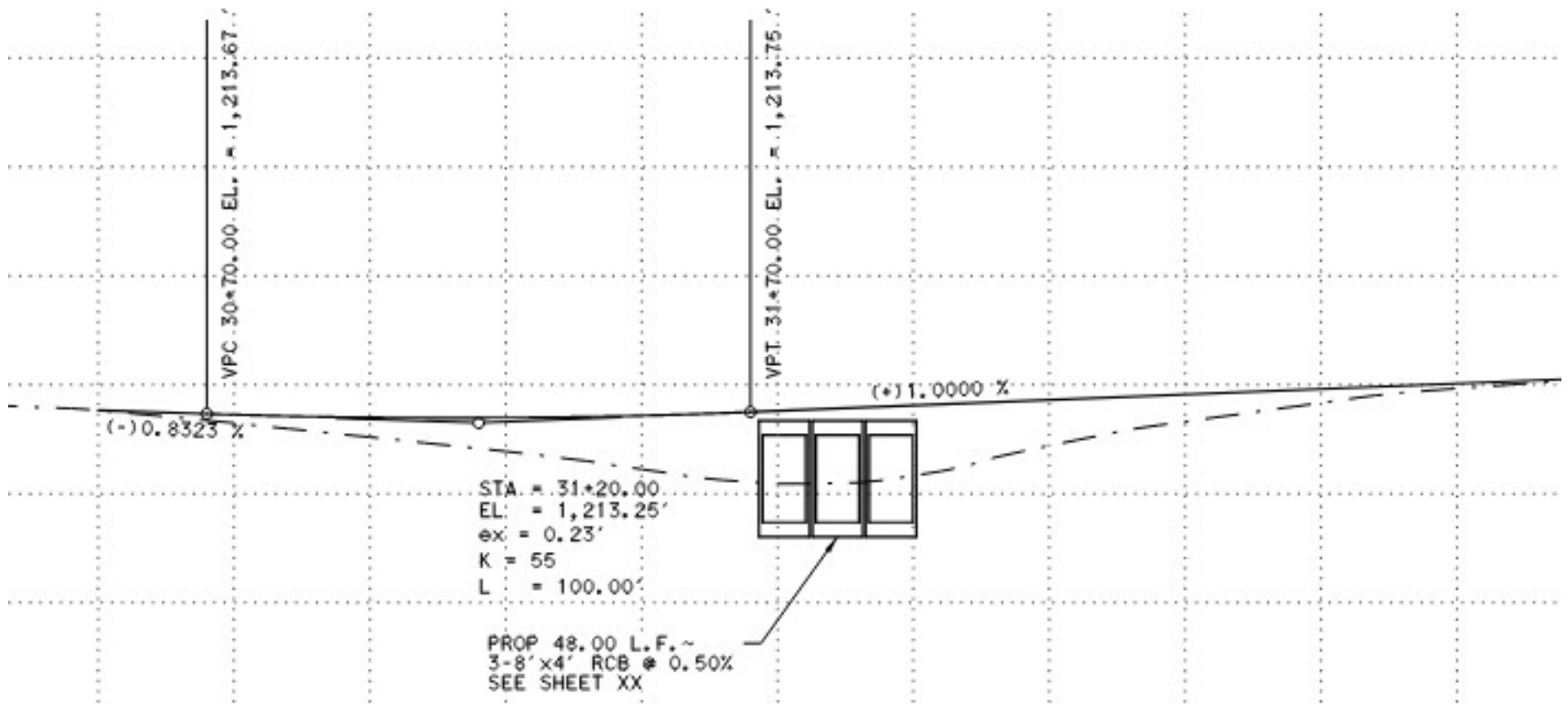
Maple St.



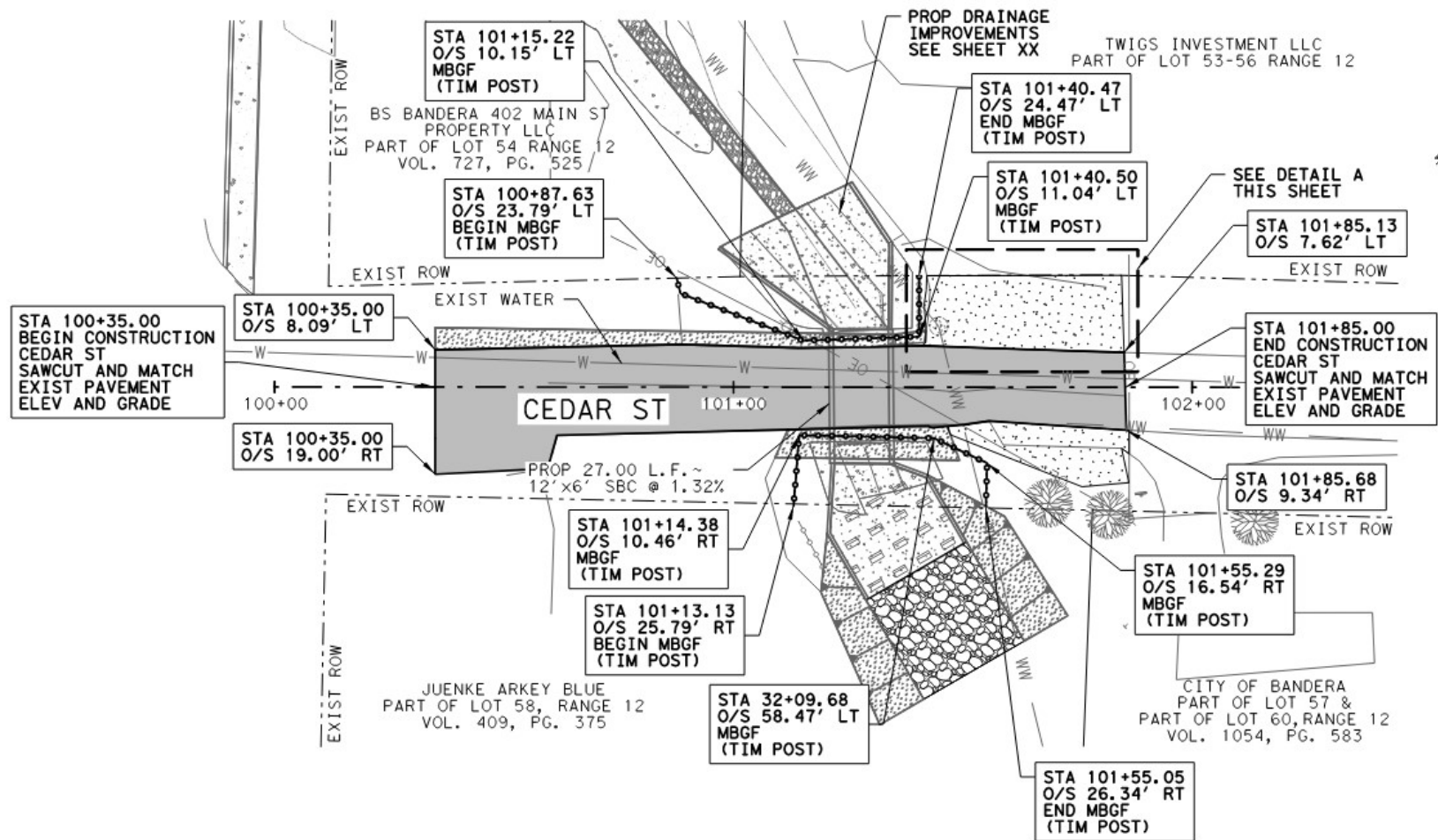
Maple St.



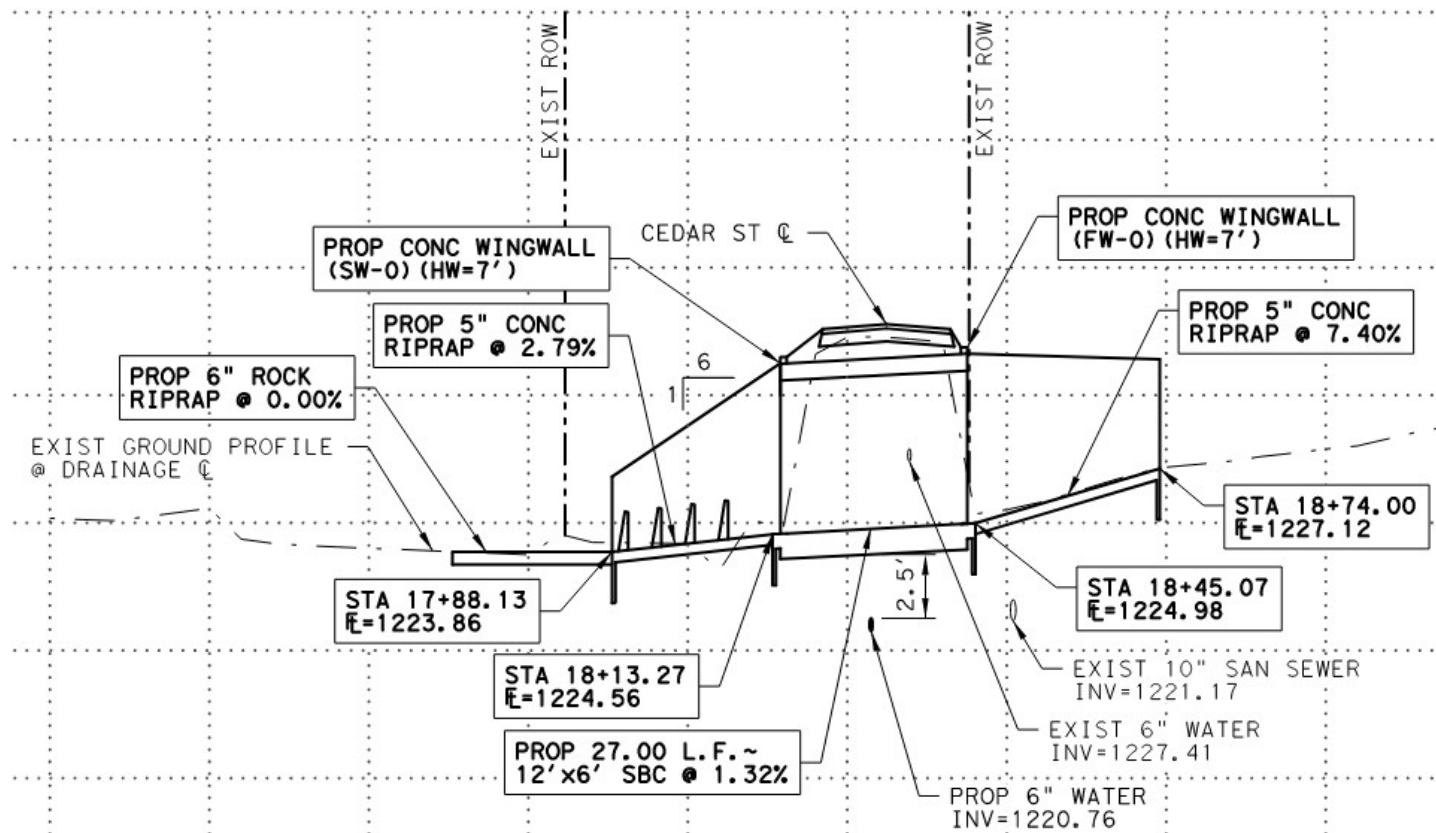
Maple St.



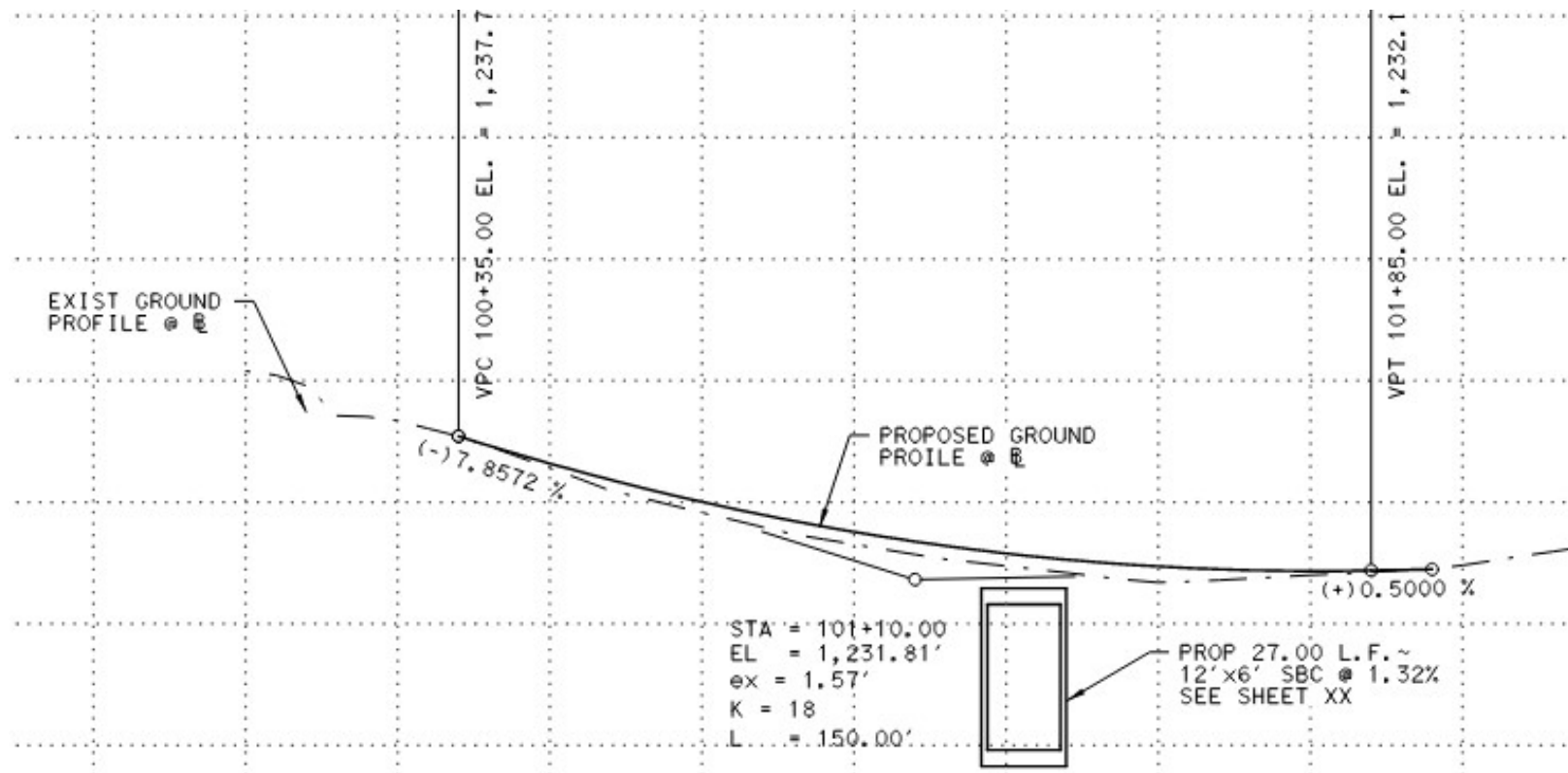
Cedar St.



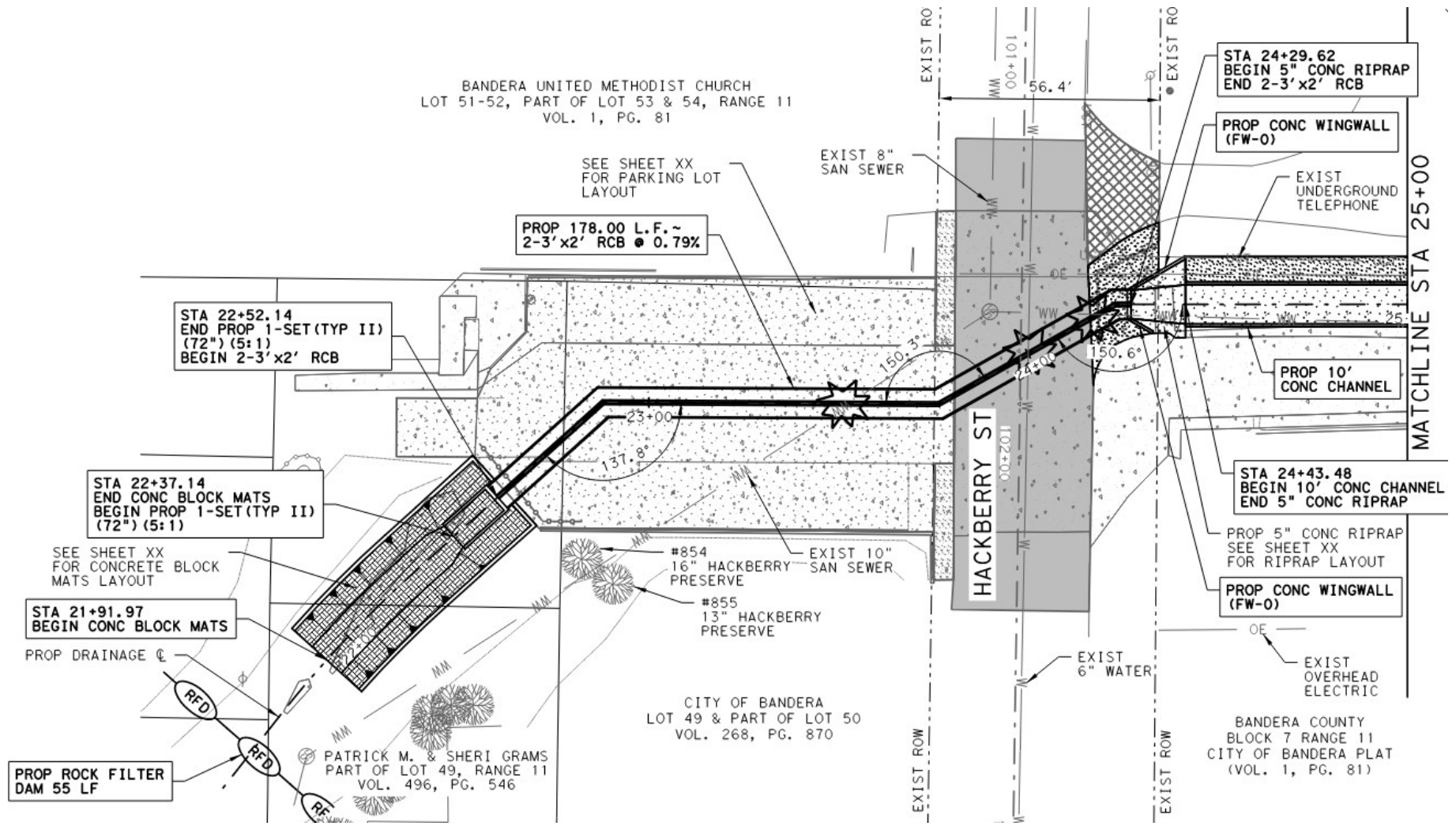
Cedar St.



Cedar St.



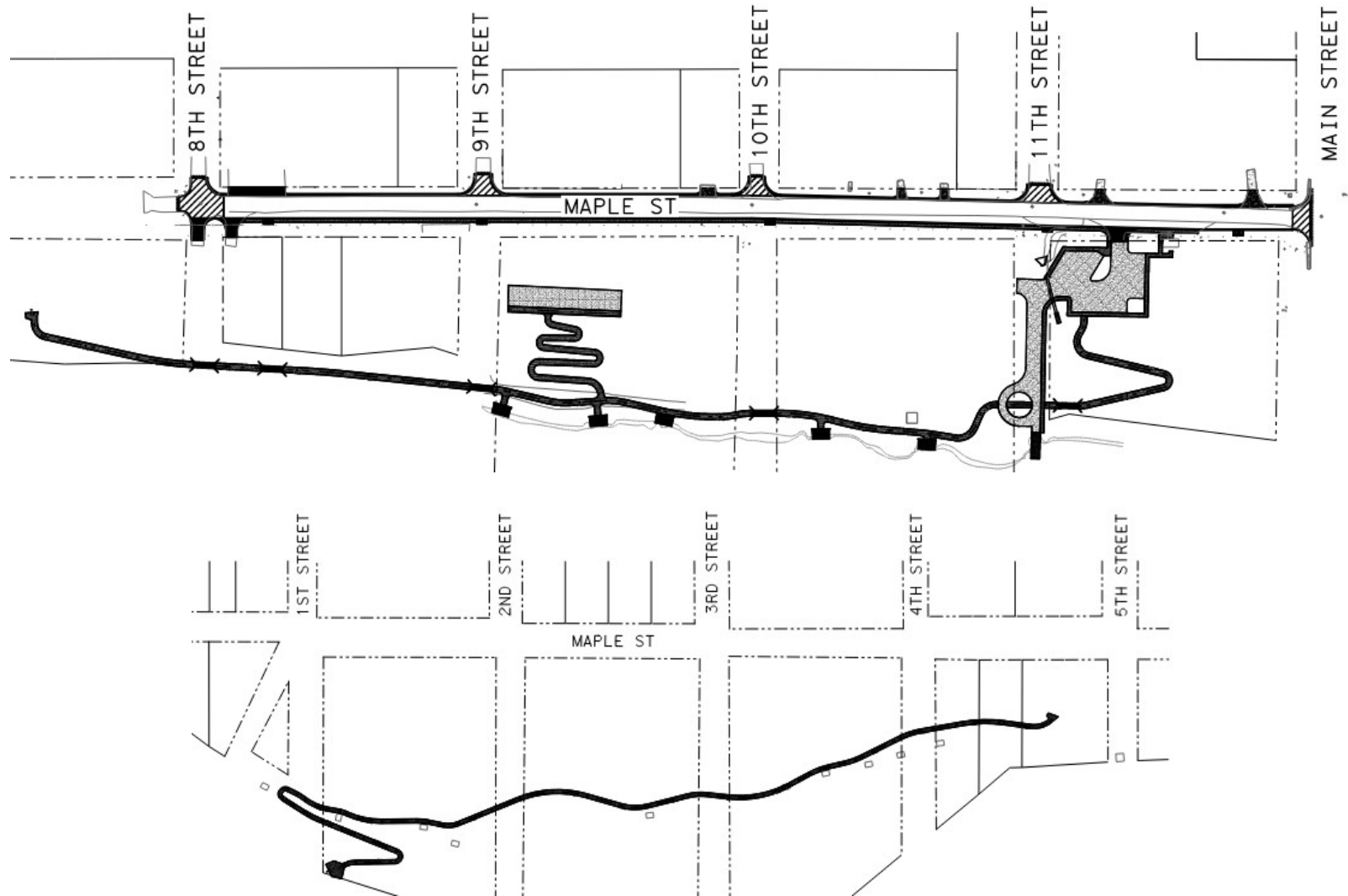
Main St. to Hackberry



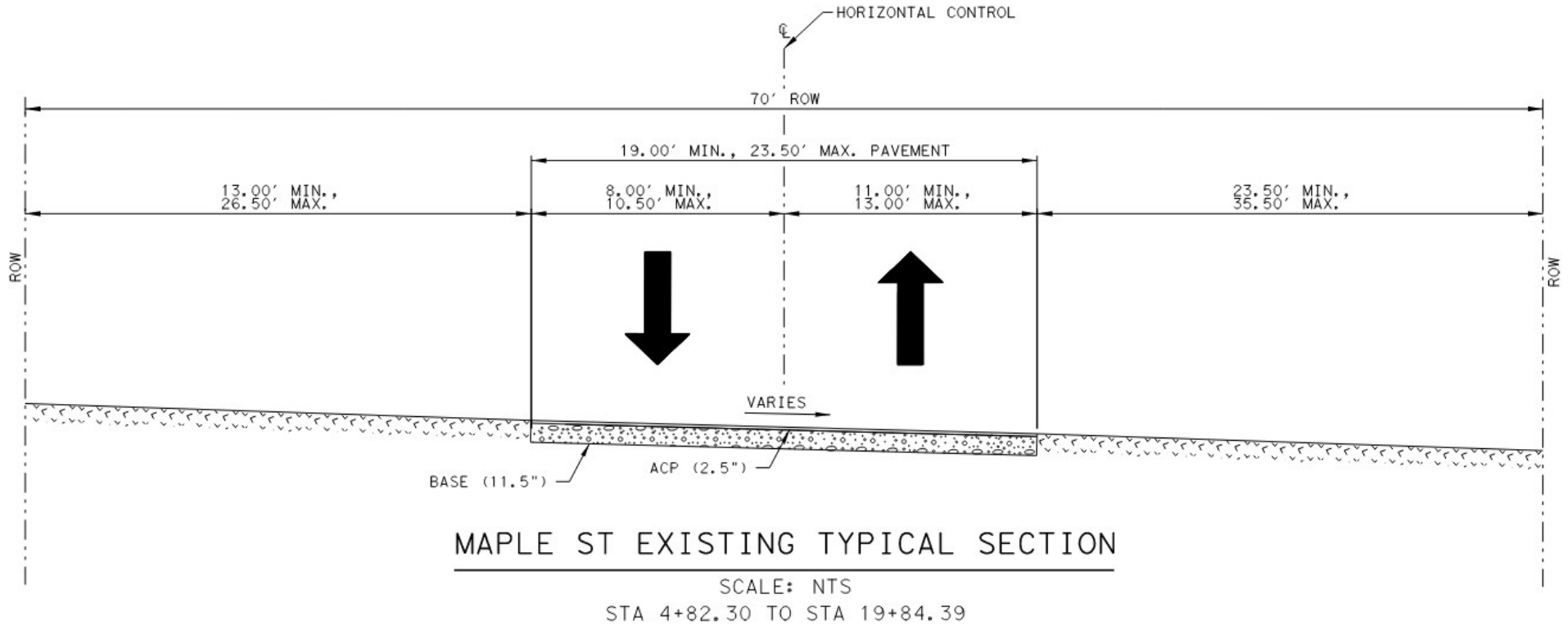


MAPLE ST. AND PARK IMPROVEMENTS

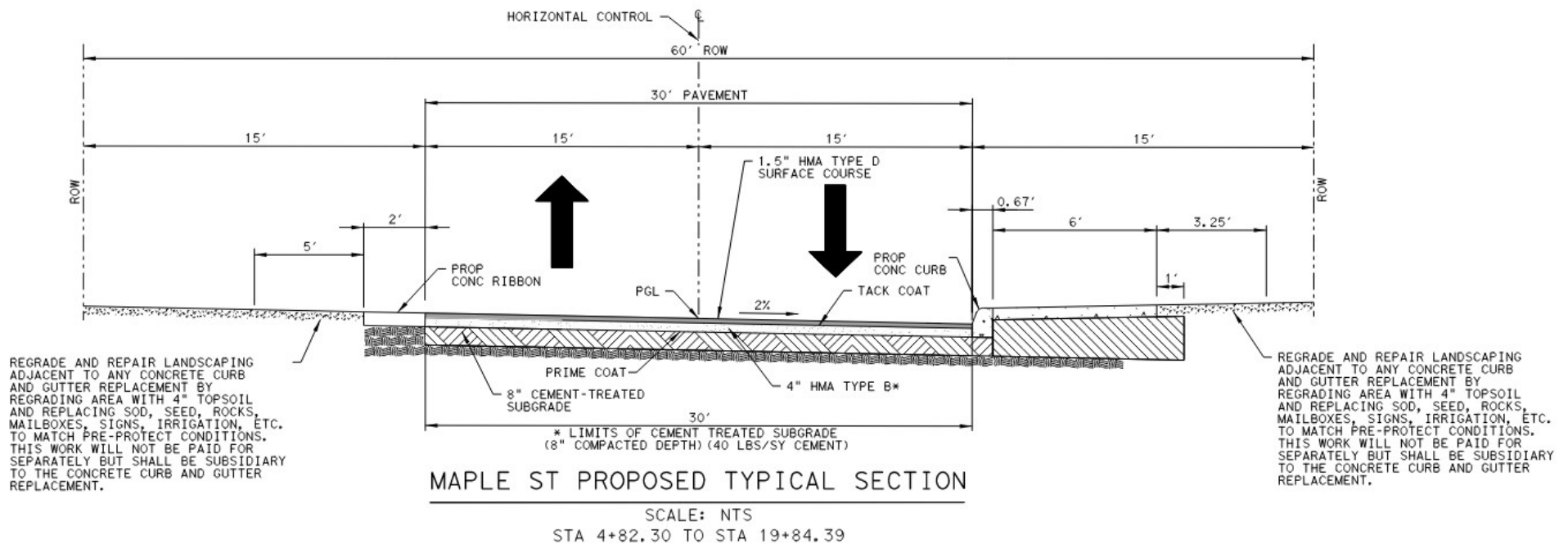
Section 5, Item A.



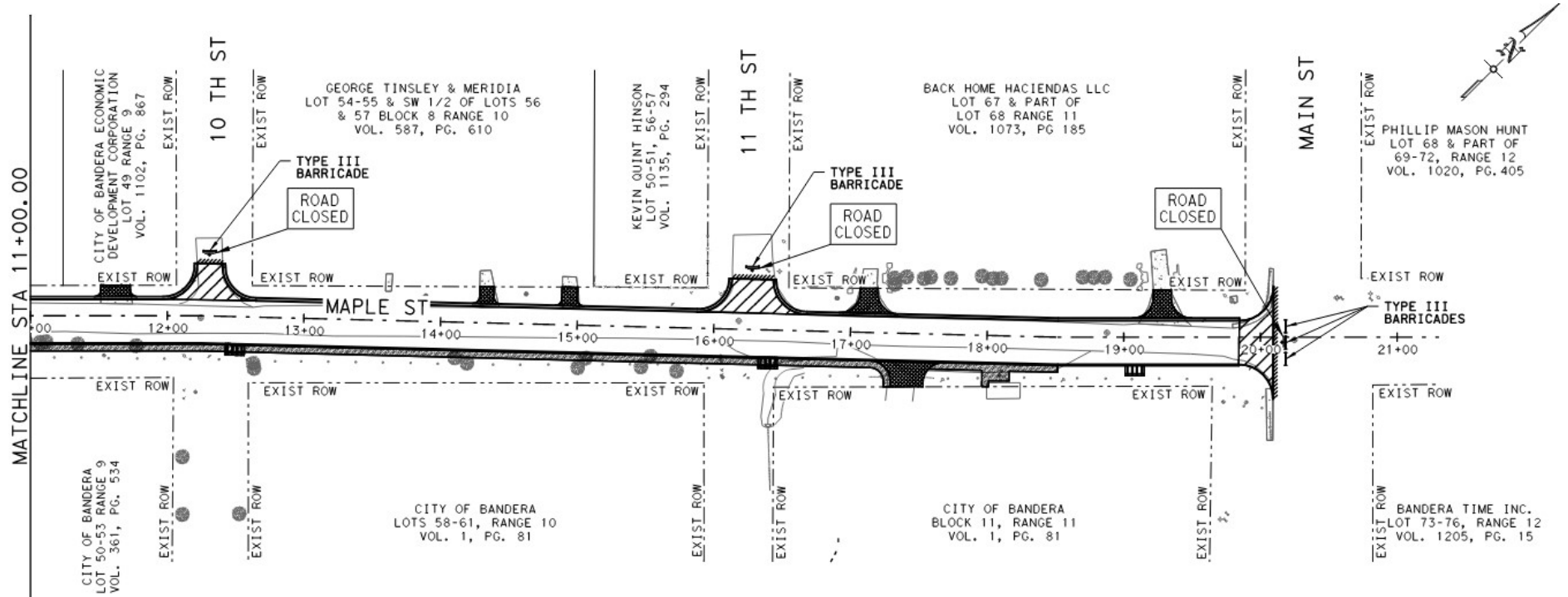
Maple St. Existing Typ.



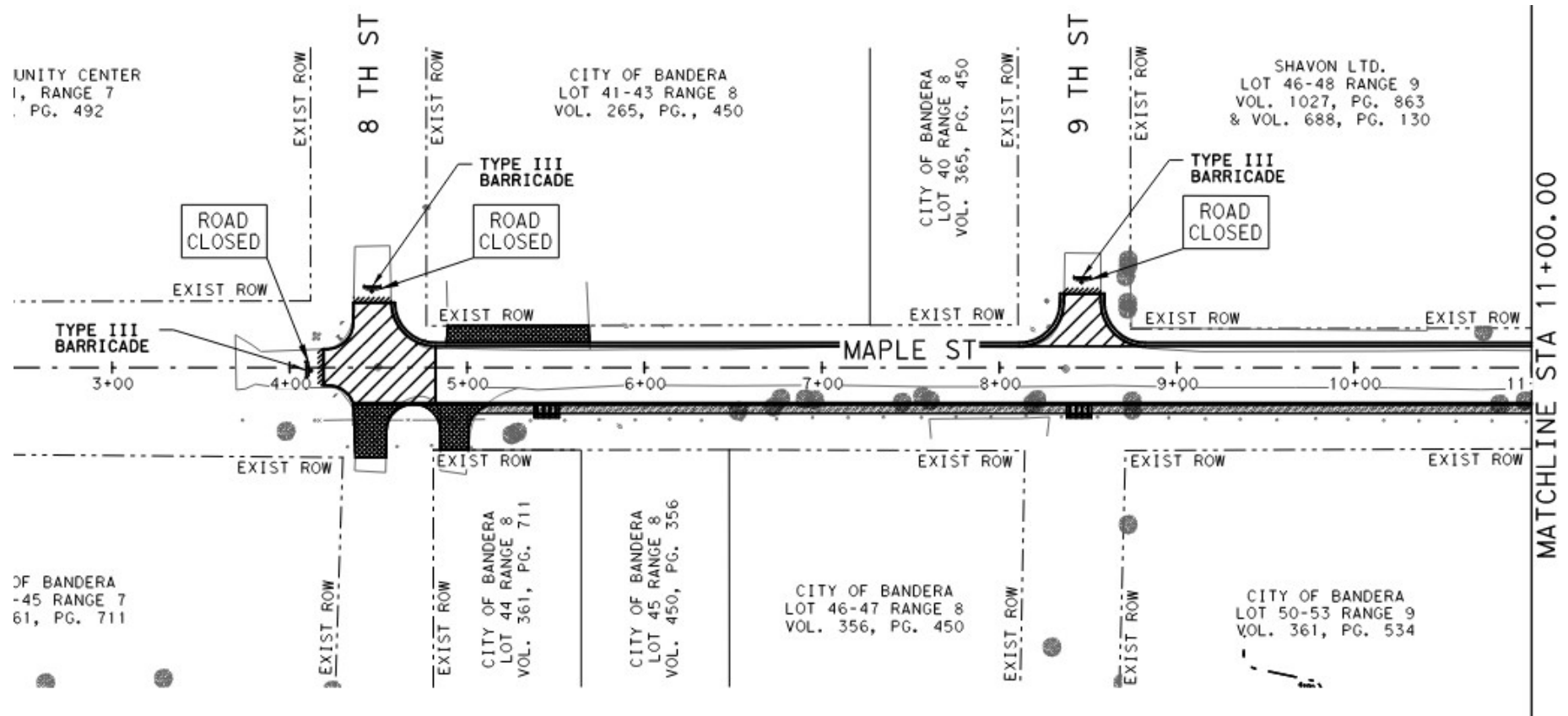
Maple St. Proposed Typ. Section



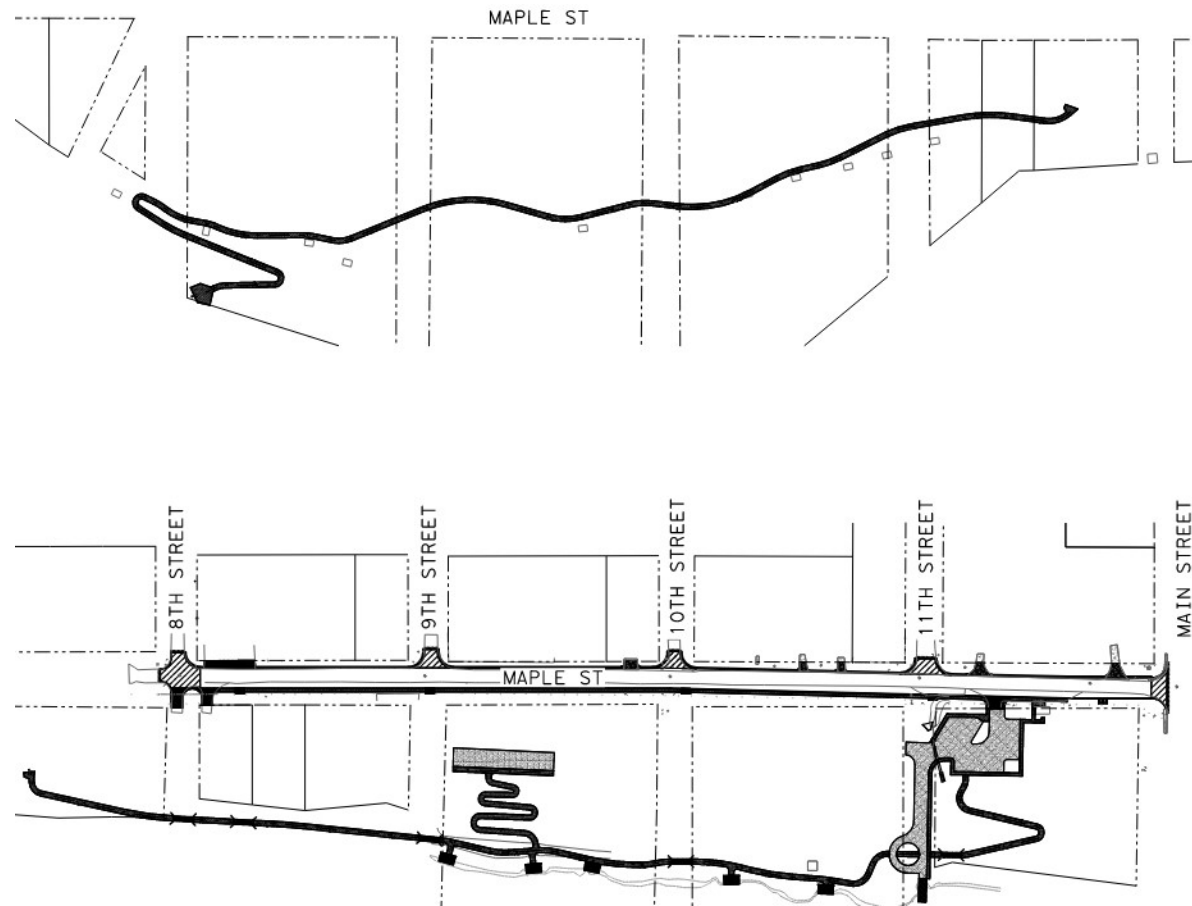
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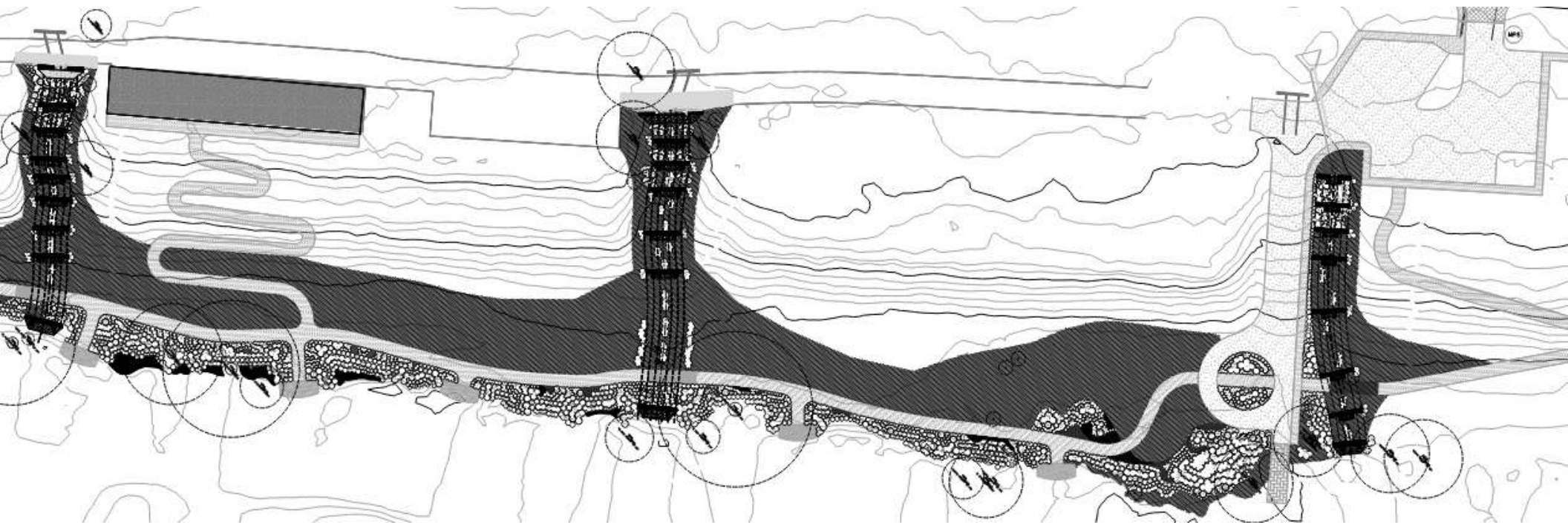
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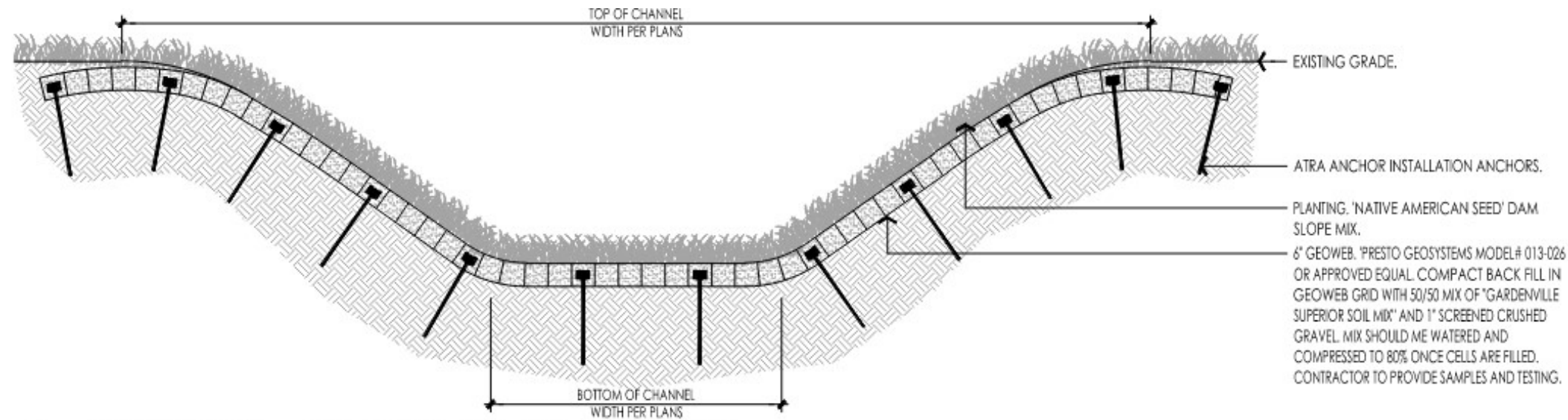


City Park Sidewalk and Parking



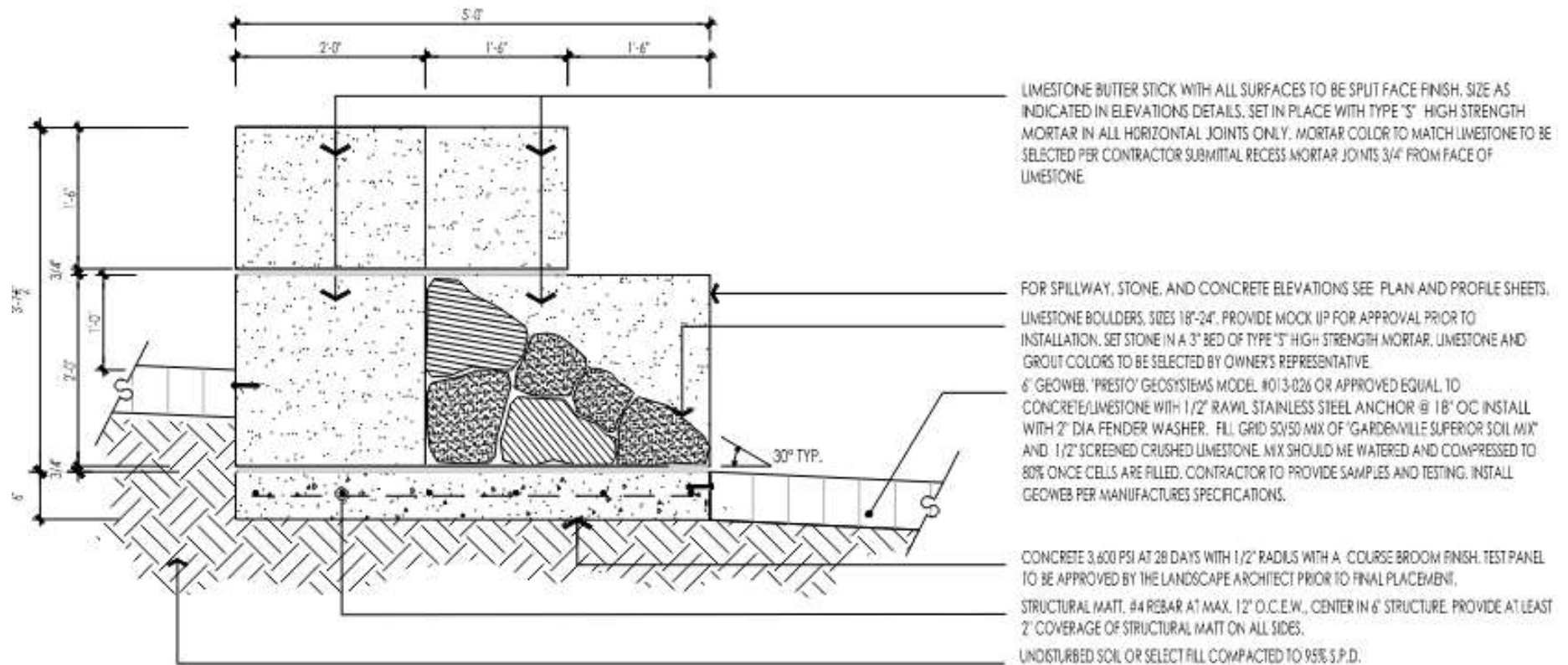
City Park Riparian Improvements





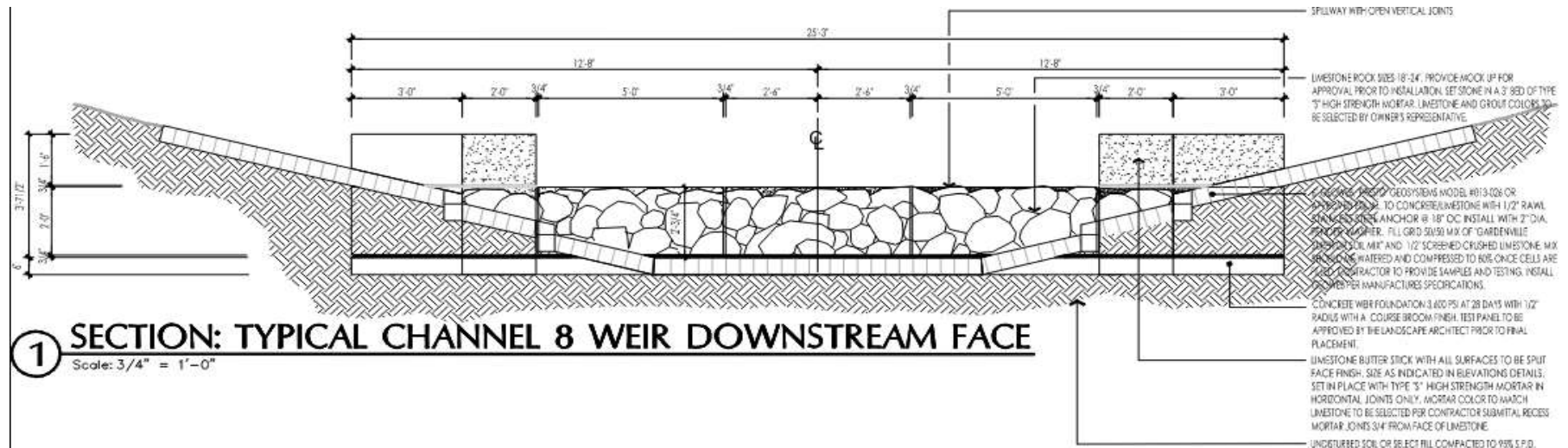
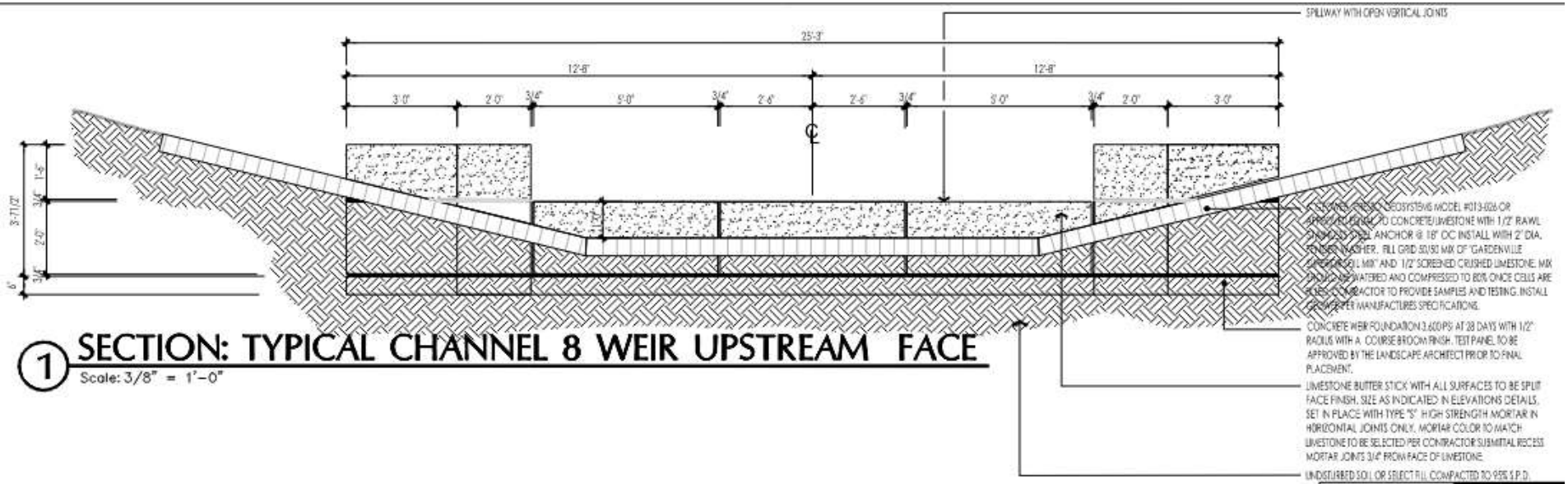
1 SECTION: CHANNEL PLANTING

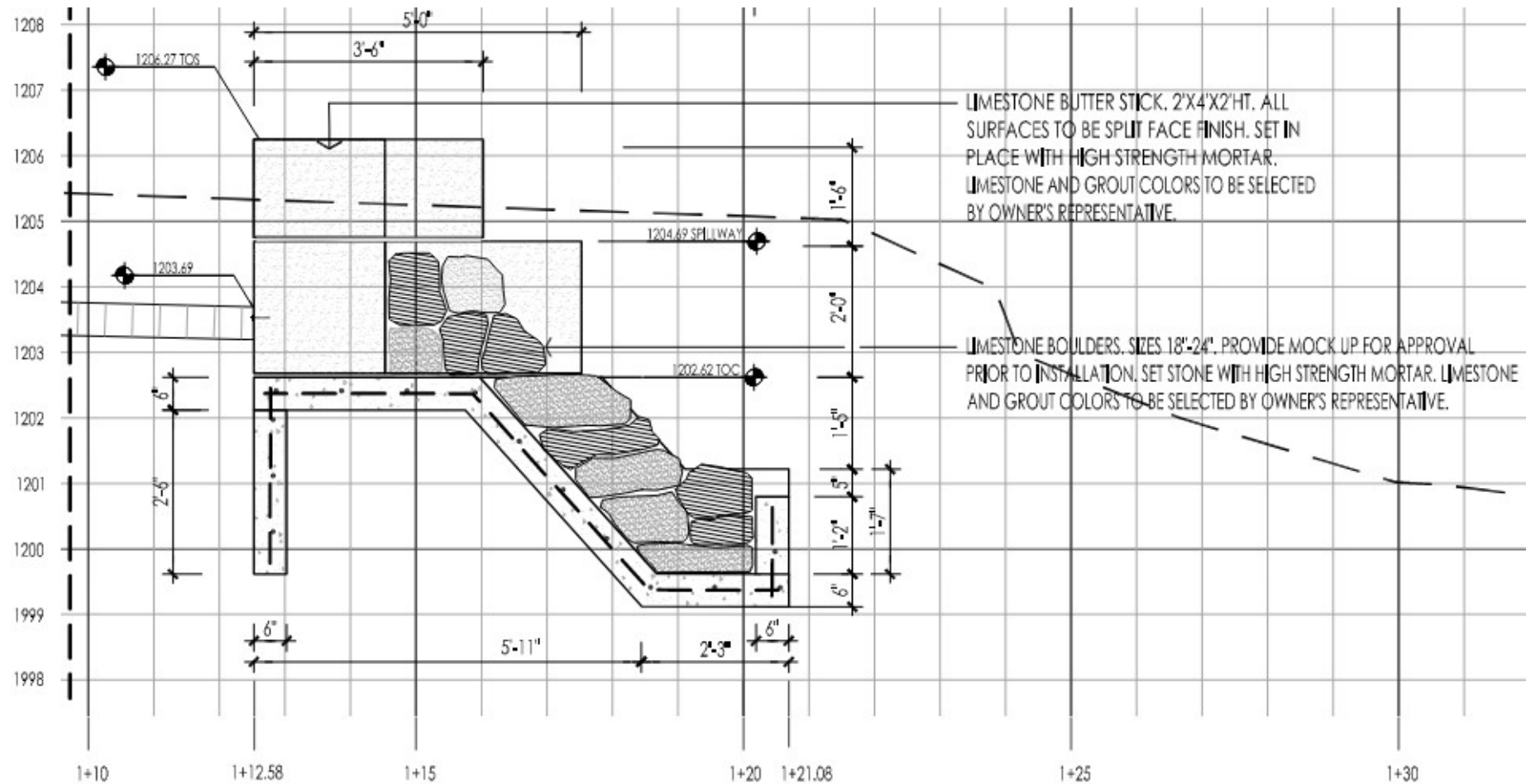
Scale: N.T.S.



2 SECTION: WEIR-TYPICAL ALL BIOSWALES

Scale: 3/4" = 1'-0"





6 SECTION: CHANNEL 8

Scale: 1/2" = 1'-0"

CITY OF BANDERA COUNCIL AGENDA

Regular Meeting: Tuesday July 23, 2024

AGENDA ITEM: Discussion and possible action on Resolution 2024-024 for the Facility Use Agreement with Bandera Methodist Church

APPROVED FOR AGENDA: Stan Farmer

BACKGROUND:

For several months the City has negotiated with Bandera Methodist Church on a Facility Use Agreement regarding the Church's parking lot at the corner of 11 Street and Cedar across from the church for public parking Monday through Saturday.

There is a rental fee for the City of \$500 per month backdated to January 2024. It is a one-year agreement that is automatically renewed annually unless cancelled by either party.

This agreement would help the Church with maintenance costs of their parking lot used by the public Monday through Saturday.

The only edit since the Council's last consideration in May of this document is the addition of the following paragraph 8.9:

Audit. Semi-annually the BMC shall show the City a total of all revenue and expenses for the BMC account dedicated to the maintenance and upkeep of the Facility.

FISCAL ANALYSIS: \$500 per month for calendar year 2024. Automatic annual renewal unless terminated.

RECOMMENDATION: None

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (this "Agreement"), dated as of _____, 2024, is made and entered into by and between the CITY OF BANDERA ("City"), a Texas Municipal Corporation, and Bandera Methodist Church ("BMC"), for the use of a BMC Owned Parking Lot (the "Facility") under the terms and conditions contained in this Agreement and its attached Exhibits. This Agreement is not effective until executed by all necessary representatives of City and BMC, following approval of the City Council.

NOW, THEREFORE, for good, valuable, and mutual consideration, the sufficiency of which is hereby acknowledged, City and BMC agree as follows:

1. License. BMC licenses to the Public, by and through the City, the right to use the BMC Facility identified below for the following purpose and no other:

Facility Requested:	Lots 40 and 41, Block 6, Range X, City of Bandera as described in the plat attached as Exhibit A
License Granted:	Public Parking on the Facility on Monday through Saturday
Fees:	\$500.00 per month during the term of the Agreement

- 1.1 Permitted Use; Compliance with Law. The Public, by and through the City, may use Facility solely for public parking and in accordance with this Agreement's provisions. The use of the Facility for any other purpose is prohibited, unless written permission is first obtained from BMC. BMC shall not grant permission to use the Facility to any other person or organization during the times it is to be available for public parking. This license to use Facility in no way implies surrender of BMC's rights to manage and supervise its property. This Agreement permits use of Facility and does not imply permission to use any other facility or grounds at BMC.

- 1.2 Term. The Public, by and through the City, shall be permitted to use Facility for a period beginning on January 1, 2024, and ending on December 31, 2024. This Agreement shall renew annually unless either party decides to terminate the Agreement as provided for herein.

2. Fees. As consideration under this Agreement for the use of Facility City shall pay BMC \$500.00 monthly, due the first business day of each month which shall be used for the maintenance and upkeep of the Facility.

3. Condition of Facility.

- 3.1 At Delivery. BMC makes no representation or warranty of any kind (express or implied) regarding the suitability of Facility for any aspect of the intended use. City further acknowledges and agrees that the Facility shall be delivered by BMC to City "as is," "where is" and "with any and all faults," and without any representation or warranty of any kind (express or implied), including, but not limited to, representations and warranties as to merchantability and fitness for the

use thereof for any particular purpose, and shall be used by the Public at the Public's own risk.

3.2 Destruction, Condemnation or Taking. In the event that the Facility is wholly or partially destroyed either party may elect to terminate this Agreement by written notice to the other party. In the event of any such termination, neither party shall have any liability to the other party. BMC alone shall be entitled to any insurance proceeds or sums paid or payable as damages or compensation on account of any such destruction condemnation, or taking.

4. Insurance. BMC shall be solely responsible for insuring the Facility.

5. Signage. City is authorized to post signage identifying days and times that the Facility is available for public parking.

6. Facility admissions. BMC shall not individually charge members of the public for parking during authorized times.

7. Portable Restroom Facilities. Based upon the projected number of attendees to downtown events, the City reserves the right, at City's sole cost, to provide portable restroom facilities within a portion of the Facility.

8. Miscellaneous.

8.1 Power and Authority; Due Authorization; No Conflict; Enforceability. Each party represents and warrants to the other party that (i) such party has the power and authority to execute, deliver and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by such party and do not and shall not conflict with any agreement or instrument to which it is bound, and (iii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms.

8.2 Taxes. BMC shall be solely liable and responsible for all federal, state and local taxes and fees arising in any way in connection with the Facility. In addition, BMC shall be solely responsible and liable for timely filing any and all documentation relating thereto and shall comply with all applicable laws, rules, and regulations regarding the payment of taxes.

8.3 Entire Agreement; Severability; Further Assurances. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations. In the event any provision of this Agreement shall be held unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable provision, to the extent of such unenforceability, had not been incorporated herein. Each party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other party to effectuate the purposes of this Agreement.

- 8.4 No Assignment; No Amendment; No Waiver. This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and (ii) may not be amended or modified, by course of conduct or otherwise, except in a writing duly executed by both parties. Any waiver of any provision of this Agreement shall be in writing duly executed by the waiving party. The failure or delay by either party to seek redress for any breach or default under this Agreement, or to insist upon the strict performance of any provision of this Agreement, shall not constitute a waiver of any kind, and such party shall retain all available remedies regarding such breach or default.
- 8.5 Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement shall be governed by the laws of the State of Texas (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in Bandera County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In the event either party commences any proceeding against the other party with respect to this Agreement, the parties agree that the prevailing party (as determined by the authority before whom such proceeding is adjudicated) shall be entitled to recover reasonable attorneys' fees and costs, in addition to any other relief that may be granted.
- 8.6 Right of Entry. BMC retains the right to enforce all necessary and proper rules of the management and operations of the Facility. A duly authorized representative of the BMC may enter the Facility at any time and on any occasion without any restrictions whatsoever.
- 8.7 Termination. Either party may terminate this Agreement at any time, for any reason, by providing 90 days written notice to the other party.
- 8.8 Notices. Notices will be sent, when required to the parties as follows:
Bandera Methodist Church, P.O. Box 128, Bandera, TX 78003
City of Bandera, P.O. Box 896 Bandera, TX 78003
- 8.9 Audit. Semi-annually the BMC shall show the City a total of all revenue and expenses for the BMC account dedicated to the maintenance and upkeep of the Facility.
- 9.0 Headings; Counterparts. Headings in this Agreement are for convenient reference only and shall not be construed to affect the meaning of any of the provisions. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties have duly executed and delivered this Agreement as indicated, with the effective date being the first date written above.

BMC:

Signature: _____

Title: _____

Print Name: _____

Date: _____

CITY:

Signature: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2024-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANDERA, TEXAS, APPROVING A FACILITY USE AGREEMENT BETWEEN THE CITY, AND THE BANDERA METHODIST CHURCH AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE SAME; APPROVING A PUBLIC NEED FOR PARKING IN THE CITY LIMITS IN THE AMOUNT OF \$500.00 PER MONTH; DECLARING A PUBLIC PURPOSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Church owns and maintains the Parking Lot and as listed below; and,

WHEREAS, the City Administrator has negotiated terms and conditions that have been incorporated into the attached Facility Use Agreement between the City and the Bandera Methodist Church ; and,

WHEREAS, the Bandera Methodist Church has requested the City’s participation in the shared parking agreement and,

WHEREAS, the City Council must find a public purpose is served by the City’s participation in order to authorize the expenditure of public funds, and the City Council does hereby find that said participation is in the best interest of the City and its citizens, and serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BANDERA, TEXAS THAT:

Section 1. The Facility Use Agreement between the City of Bandera and the Bandera Methodist Church, attached as Exhibit A, is hereby approved and Stan Farmer is hereby authorized to execute same on behalf of the City.

Section 2. The City Council has determined that the Bandera Methodist Church licenses to the Public, by and through the City, the right to use the BMC Facility identified below for the following purpose and no other:

Facility Requested:	Lots 40 and 41, Block 6, Range X, City of Bandera as described in the plat attached as Exhibit A
License Granted:	Public Parking on the Facility on Monday through Saturday
Fees:	\$500.00 per month during the term of the Agreement

Section 3. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Bandera City Council.

RESOLUTION NO. 2024-024

Section 4. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 5. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Bandera Business Association hereby declares that this Resolution would have been enacted without such invalid provision.

Section 7. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 8. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED this 13th day of August , 2024.

Mayor Rebeca Gibson

ATTEST:

Jill Shelton, City Secretary

CITY OF BANDERA COUNCIL AGENDA
Regular Meeting: Tuesday June 23, 2024

AGENDA ITEM: Approval of Resolution 2024-025 approving a Facility Use Agreement for the use of the Bandera City Park for the Bandera ISD Annual Track meet.

APPROVED FOR AGENDA: Stan Farmer

BACKGROUND: Request from Bandera ISD for the annual track meet in Bandera City Park.

FISCAL ANALYSIS: None.

RECOMMENDATION: To approve.

CITY OF BANDERA

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (this "Agreement"), dated as of July 23, 2024, is made and entered into by and between the CITY OF BANDERA ("City"), a Texas Municipal Corporation and General Law City, and Bandera ISD ("Licensee"), for the use of a City Owned Facility (the "Facility") under the terms and conditions contained in this Agreement and its attached Exhibits. This Agreement is not effective until executed by all necessary representatives of City. Until that time, this document merely constitutes Licensee’s offer and application to use the Facility. Licensee’s application must be accompanied by advance payment of applicable fees in order to be considered. The City will notify Licensee when the application has been accepted, transforming this document into a binding contract.

NOW, THEREFORE, for good, valuable, and mutual consideration, the sufficiency of which is hereby acknowledged, City and Licensee agree as follows:

- 1. License. City licenses to Licensee, and Licensee licenses from City, the right to use the City’s Facility identified below for the following purpose and no other:

Facility Requested: Bandera City Park
Event Description: Bandera ISD

- 1.1 Permitted Use; Compliance with Law. Licensee may use Facility solely for the Event and in accordance with this Agreement's provisions. The use of the Facility for any other purpose is prohibited, unless written permission is first obtained from the City. Licensee shall not use, or suffer or permit any use of, Facility for any purpose or in any manner other than as contemplated by this Agreement. Permission to use the Facility will not be assigned to any other person or organization. This license to use Facility in no way implies surrender of City's rights to manage and supervise its property. This Agreement permits use of Facility and does not imply permission to use any other facility or grounds at City. Licensee, and the employees, subcontractors, agents, representatives, participants, invitees and attendees of Licensee and the Event (whether paid or not), shall comply with all applicable federal, state and local laws, regulations, and ordinances.
- 1.2 Inclusion of Exhibits. None
- 1.3 Term. Licensee shall be permitted to use Facility for a period on September 5, 2024, and September 8, 2024 (the "Use Period"). The Use Period shall not be extended for the occupancy or use of Facility or for the installation, storage, or removal of equipment without the prior written permission of the City.
- 1.4 No Firearms or Other Dangerous Objects. Licensee shall ensure that no firearms, or other potentially dangerous weapons or objects are admitted to the Facility.
- 1.5 Amplified Sound. Sound levels will be managed in order not to disturb other park patrons or the surrounding neighborhood. **The use of amplified sound (voice and/or musical instruments) is permitted on a limited basis. The City reserves the right at any time to require individual(s) reserving the Facility to reduce volume levels and/or eliminate all amplified sound as may be considered a nuisance to the adjacent neighborhood.**

- 2. Fees. n/a

- 2.1 Deposit. No deposit

3. Party Contacts. Any notices required under this Agreement may be given in person or by mail and deemed delivered as of the date of personal delivery, or three (3) business days after postmarking, to the following addresses:

City of Bandera
 Attention: City Administrator
 511 Main Street
 Bandera, TX 78003

4. Condition of Facility.

4.1 At Delivery. **City makes no representation or warranty of any kind (express or implied) regarding the suitability of, or compliance with applicable laws by, Facility, for any aspect of Licensee's intended use. Accordingly, Licensee acknowledges and agrees that Licensee has made an adequate investigation and inspection of Facility and its own determination regarding the suitability thereof for Licensee's intended use. Licensee further acknowledges and agrees that the Facility shall be delivered by City to Licensee "as is," "where is" and "with any and all faults," and without any representation or warranty of any kind (express or implied), including, but not limited to, representations and warranties as to merchantability and fitness for the use thereof for any particular purpose, and shall be used by Licensee for the Event at Licensee's own risk.**

4.2 Preservation. Licensee, and the employees, subcontractors, agents, representatives, participants, invitees or attendees of Licensee or the Event (whether paid or not), shall not (i) cause or allow to be caused anything that damages, mars or defaces the Facility or other City property or (ii) make or allow to be made any alteration of any kind to the Facility or other City property.

4.3 Damage. Licensee shall return the Facility to City after the Event in the same condition as when received, and shall reimburse City upon demand for any and all costs, expenses, charges or fees incurred in the clean-up, repair or replacement of damage to the Facility or other City property as a result of the acts or omissions of Licensee, or the employees, subcontractors, agents, representatives, participants, invitees or attendees of Licensee or the Event (whether paid or not).

4.4 Destruction, Condemnation or Taking. In the event that the Facility are wholly or partially destroyed, condemned or taken for public use, and either party reasonably believes that the Event should not be held, then such party may elect to terminate this Agreement by written notice to the other party. In the event of any such termination, neither party shall have any liability to the other party, either on account of the unavailability of the Facility or the failure to hold the Event there. City alone shall be entitled to any insurance proceeds or sums paid or payable as damages or compensation on account of any such destruction, condemnation or taking, and no part thereof shall accrue or be payable to Licensee.

5. Security. n/a

6. Insurance. Licensee shall be required to provide a comprehensive public liability and indemnity insurance in an amount not less than \$1,000,000 in the aggregate, which policy or policies shall name City as an additional insured with the term coinciding with the dates of the Term of this Agreement. A certificate of insurance must be attached to the fully executed Agreement for said Agreement to be considered complete and effective.

7. Advertising of Event. Licensee agrees that all advertising of the Event will be true and accurate. Furthermore, Licensee agrees that all news releases, publicity, material, radio or television announcements, publications or other such public notices issued shall refer to the Facility location only as the “City of Bandera City Park”.
8. Private Advertising. n/a
9. Concessions and Vendors. n/a
10. Event Parking. No vehicles in the City Park unless authorized.
11. Event admissions. n/a
12. Electricity and Water. Rates and Fees for the use of Water and Electricity for the Event are as provided by the City,
13. Portable Restroom Facilities. Based upon the projected number of attendees, the City reserves the right to require Licensee, at Licensee’s sole cost, to provide portable restroom facilities.
14. Miscellaneous.
 - 14.1 Power and Authority; Due Authorization; No Conflict; Enforceability. Each party represents and warrants to the other party that (i) such party has the power and authority to execute, deliver and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by such party and do not and shall not conflict with any agreement or instrument to which it is bound, and (iii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms.
 - 14.2 Taxes. Licensee shall be solely liable and responsible for all federal, state and local taxes and fees arising in any way in connection with the Event or use of Facility. Licensee shall pay in full, prior to delinquency, any such taxes and fees, and such payment shall not be credited against any other amount payable by Licensee to City. In addition, Licensee shall be solely responsible and liable for timely filing any and all documentation relating thereto and shall comply with all applicable laws, rules, and regulations regarding the payment of taxes.
 - 14.3 Entire Agreement; Severability; Further Assurances. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations. In the event any provision of this Agreement shall be held unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable provision, to the extent of such unenforceability, had not been incorporated herein. Each party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other party to effectuate the purposes of this Agreement.
 - 14.4 No Assignment; No Amendment; No Waiver. This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and (ii) may not be amended or modified, by course of conduct or otherwise, except in a writing duly executed by both parties. Any waiver of any provision of this Agreement shall be in writing duly executed by the waiving party. The failure or delay by either party to seek redress for any breach or default under this Agreement, or to insist upon the strict performance of any provision of this Agreement, shall not constitute a waiver of any kind, and such party shall retain all available remedies regarding such breach or default.

- 14.5 Survival; Remedies Cumulative. Notwithstanding anything in this Agreement to the contrary, the provisions of Section 6.1 above shall survive any expiration or termination of this Agreement, and each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law and in equity.
- 14.6 Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement shall be governed by the laws of the State of Texas (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in Bandera County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In the event either party commences any proceeding against the other party with respect to this Agreement, the parties agree that the prevailing party (as determined by the authority before whom such proceeding is adjudicated) shall be entitled to recover reasonable attorneys' fees and costs, in addition to any other relief that may be granted.
- 14.7 Right of Entry. City retains the right to enforce all necessary and proper rules of the management and operations of the Facility. A duly authorized representative of the City may enter the Facility at any time and on any occasion without any restrictions whatsoever.
- 14.8 Default. Should Licensee default in the performance of any of the terms and conditions of this Agreement, the City at its option may terminate the same and demand damages or demand specific performances hereof, and any deposit paid by Licensee shall be retained by the City considered as partial payment for liquidated damages. Notwithstanding anything herein to the contrary all obligations and liabilities of the City under this agreement are dependent upon the successful completion of the scheduled Event. If Licensee fails to complete the above scheduled event for any reason within the Licensee's control or responsibility, Licensee agrees at a minimum to the retaining of the deposit.

14.9 Headings; Counterparts. Headings in this Agreement are for convenient reference only and shall not be construed to affect the meaning of any of the provisions. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties have duly executed and delivered this Agreement as indicated, with the effective date being the first date written above.

15. Indemnity

THE UNDERSIGNED DOES INDEMNIFY AND HOLD HARMLESS THE CITY OF BANDERA FROM AND AGAINST ANY AND ALL LOSS, COST (INCLUDING STATUTORY LIABILITY AND LIABILITY UNDER WORKERS COMPENSATION LAWS) IN CONNECTION WITH CLAIMS FOR DAMAGES AS A RESULT OF INJURY OR DEATH TO ANY PERSON OR DAMAGE TO ANY PROPERTY SUSTAINED BY THE INDIVIDUAL(S) USING THE FACILITY OR ANY AND ALL OTHER PERSONS WHICH ARISE FROM, OR IN ANY MANNER GROW OUT OF, ANY ACT OR NEGLIGENCE ON OR ABOUT THE FACILITY BY THE INDIVIDUALS USING THE FACILITY, GUESTS OR INVITEES.

LICENSEE:

Signature: _____

Print Name: _____

Title: _____

Date: _____

CITY:

Signature: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2024-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANDERA, TEXAS, APPROVING BANDERA ISD IN THE CITY PARK EVENT AND FACILITY USE AGREEMENT BETWEEN THE CITY, AND THE BANDERA ISD AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE SAME; DECLARING A PUBLIC PURPOSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City owns and maintains the Bandera City Park and facilities along the Medina River and makes said facilities available for rent for events; and,

WHEREAS, the City Park has traditionally been the site for an event at the river and the City has accepted a proposal from the Bandera ISD for the annual track meet in the City Park; and,

WHEREAS, the City Administrator has negotiated terms and conditions that have been incorporated into the attached Facility Use Agreement between the City and the Bandera ISD; and,

WHEREAS, the Bandera ISD has requested the City's participation in the event through, permit and fee waivers, and use of the park; and,

WHEREAS, the City Council must find a public purpose is served by the City's participation in order to authorize the expenditure of public funds, and the City Council does hereby find that said participation is in the best interest of the City and its citizens, and serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BANDERA, TEXAS THAT:

Section 1. The Facility Use Agreement between the City of Bandera and the Bandera ISD, attached as Exhibit A, is hereby approved and the City Administrator is hereby authorized to execute same on behalf of the City.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Bandera City Council.

Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Bandera ISD hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED this 13th day of August 2024.

Mayor Rebeca Gibson

ATTEST:

Jill Shelton, City Secretary

CITY OF BANDERA COUNCIL AGENDA

Regular Meeting: Tuesday June 23, 2024

AGENDA ITEM: Discussion and possible action on creating pedestrian entrances by both gates into the park for residents and visitors wide enough for stroller or wheelchair accessibility when the City Park is closed.

APPROVED FOR AGENDA: Stan Farmer

BACKGROUND: I have attached a letter from resident Josie Evans. Public Works can make the entrances at both gates wide enough for a stroller and wheelchair by just moving a few cables and making some signage. There has also been additional patrol on Cypress between 8th and 11th and a stop sign was installed on 7/16 at 10th and Cypress streets.

FISCAL ANALYSIS: None.

RECOMMENDATION:

Jill Shelton

From: Josie <josie@hyosilver.com>
Sent: Thursday, June 27, 2024 2:16 PM
To: Jill Shelton
Subject: Letter for submission to record for next council meeting

Ms. Shelton,
 I would appreciate your assistance in submitting the below letter for record at the next council meeting.

Howdy Council,

I'd like to elaborate on, and propose a solution for, the Bandera City Park gate closure after rain issue; and then touch on a few more topics of interest.

Should the city park be closed after rain because a misdemeanor may occur, as the public works rep described last council meeting? Closing the city park gates after rain is a tourism deterrent. Numerous times, I've seen and helped visitors confused on the rules as they're feeling confused and uncertain whether or not they are permitted in the park, when they've come here to relax. It does not rain very often, making the occasion even more majestic; a special time to express gratitude for the Lord's gifts. One of my favorite things to do in life is go check the river after rain; I love to see that river up, as does our whole community! The city stance is conflicting; the city states publicly that the park is open after rain, but there is no way to enter without hopping a fence, which obviously isn't an option for every human. I propose this solution: Keep the gates open after rain effective immediately and become inclusive. Then, place signage on where it is and is not appropriate to drive, and contact law enforcement regarding any misdemeanors.

Next, I did not take note of the name of the city employee I spoke with on the phone regarding an inquiry on the appropriate person to talk to about stop sign installation, but the experience felt like being run off rather than serviced. "We don't do that here. Have you tried calling the Marshal's office?" were the responses I received along with an undertone of annoyance as I asked more questions for guidance. So, I begin this inquiry again. Cars are speeding down Cypress st., a high pedestrian area, with the 11th street cowboy bar, city park, playground and boys and girls club entrances, and golf carts, etc. an additional stop sign around ninth and Cypress area would be a good move for safety; this is the consensus amongst my neighbors. I have seen more marshal cars down that way, which is a great start, but the stop sign would slow the roll when they can't be there.

Next, Bandera has microbusiness with golf carts, horseback riding, and carriage rides dependent on "trails" which should be taken into consideration by council and public works; I feel like this project aligns with the way-finding agenda item and call for committee, on which I would like to serve. Horseback riders come up 9th st., from Cypress to Cedar, navigating small water erosion canyons I've tried to fill in with yard dirt and rocks to fill the space and make the "trail" nicer. I think rustic cedar post signs pointing in the direction of the trail ride routes would be fitting and could even be made into an activity for kids to participate in the making and installation. Maybe add one in the city park to point to our awesome frisbee golf course some of our residents and one council member didn't know existed; a treasure for locals and tourists alike. The frisbee golf course could double as a golf cart route; open the end entrance of the city park with a painted crossway to the frisbee golf course. Additionally, other tourism based cities, like Port Aransas, have legal crossways over the highway for golf carts; that would be helpful here; this could also serve a horse crossing. "Horse & Golf Cart Crossing", HA! Only in Bandera. This sign would also have high value for marketing, tourism etc. We are famous for "horspitality" after all, it reigns!

Thank you for your time and consideration.

CITY OF BANDERA COUNCIL AGENDA
Regular Meeting: Tuesday June 23, 2024

AGENDA ITEM: Discussion and possible action on the enforcement of Ordinance 342
Article 3.05 House numbers.

APPROVED FOR AGENDA: Stan Farmer

BACKGROUND: I have attached Section 3.05 House Numbers for your review

FISCAL ANALYSIS: None.

RECOMMENDATION:

§ 3.05.001. Public necessity.

Firefighters, emergency vehicles, and personnel may need to find your home quickly should an emergency occur. It is difficult for emergency vehicles, utility trucks, and postal and delivery trucks to find homes and businesses with address numbers that are not properly posted. The placement and maintenance of a visible house number in conformance with this article is declared to be a public necessity.

(Ordinance 342 adopted 1/18/18 ; 2009 Code, sec. 3.07.001)

§ 3.05.002. Penalty.

Any person violating any of the provisions of this article shall be deemed guilty of a class C misdemeanor upon conviction and shall be fined, except as otherwise provided herein, in a sum in accordance with the general penalty provided in section 1.01.009 for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

(Ordinance 342 adopted 1/18/18 ; 2009 Code, sec. 3.07.009; Ordinance adopting 2023 Code)

§ 3.05.003. Placement required.

It shall be the duty of the owner of any house situated in the city to place or permit to be placed thereon in some conspicuous place on such house an official street number, so that the number may be plainly seen and observed from the street. In case the owner is a nonresident of the city it shall be the duty of the agent of the owner or the occupant of such house, when such agent or occupant is notified by the city administrator or designee, to place such official number on such house; provided that such agent or occupant so notified shall be allowed five (5) days' time from the date of the receipt of the notice to place such official number on such house.

(Ordinance 342 adopted 1/18/18 ; 2009 Code, sec. 3.07.002)

§ 3.05.004. Placement by city authorized.

The city council may, if they deem it advisable, officially number the houses within the city and for such purpose may employ such persons as they deem suitable to perform such work, and prescribe the compensation to be paid such persons. It shall be the duty of all persons owning or occupying any house to permit such persons to freely enter thereon for the purpose of performing such work of officially numbering any house.

(Ordinance 342 adopted 1/18/18 ; 2009 Code, sec. 3.07.003)

§ 3.05.005. Charge for numbers when placed by city.

In case the city council determines to do the work of officially numbering houses in the city, the official numbers shall be furnished free of charge, and it shall be unlawful for any person to charge any tenant, occupant or owner of any house compensation for any such official number.

(Ordinance 342 adopted 1/18/18 ; 2009 Code, sec. 3.07.004)

§ 3.05.006. Numbering method.

All houses shall be considered officially numbered when numbered in strict accordance and

§ 3.05.006

§ 3.05.009

compliance with the terms of this article and in accordance with article VI of the county 911 addressing guidelines and method of numbering houses as adopted and amended, and on file and of record in the office of the city secretary.

(Ordinance 342 adopted 1/18/18 ; 2009 Code, sec. 3.07.005)

§ 3.05.007. Obtaining correct number.

It shall be the duty of the city administrator or designee, upon application, to give the proper number for houses to persons requesting the same. Such persons shall be required to state the street upon which the house to be numbered is situated and the direction and distance the same is situated from the nearest cross street.

(Ordinance 342 adopted 1/18/18 ; 2009 Code, sec. 3.07.006)

§ 3.05.008. Alteration, removal, etc., of numbers placed by city.

In the event the city council shall determine to do the work of officially numbering the houses within the city, each official number shall be placed on each house in the manner provided by this article and it shall thereafter be unlawful for any person to willfully deface, injure or remove any such number; provided that a person shall have the right to remove such number when altering or changing the house and then shall place such number temporarily at some other part of such house where it will show conspicuously from the street.

(Ordinance 342 adopted 1/18/18 ; 2009 Code, sec. 3.07.007)

§ 3.05.009. Specifications for numbers.

- (a) House numbers must be no less than 3" tall.
- (b) House numbers must be in a contrasting color to the color scheme of the structure.
- (c) House numbers must be visible from up to 150 feet, from all angles.
- (d) House numbers must be visible at night.
- (e) House number visibility must be kept clear of obstruction throughout the year. Plant and tree growth during certain seasons can hide numbers. Low-hanging limbs can obstruct the view for a large emergency response vehicle that would normally be visible to others.

(Ordinance 342 adopted 1/18/18 ; 2009 Code, sec. 3.07.008)

§ 1.01.009. General penalty for violations of code; continuing violations.

- (a) Whenever in this code or in any ordinance of the city an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor or whenever in this code or such ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this code or any such ordinance shall be punished by a fine of not exceeding five hundred dollars (\$500.00).
- (b) A fine or penalty for the violation of a rule, ordinance or police regulation that governs fire safety, zoning or public health and sanitation, other than the dumping of refuse, may not exceed two thousand dollars (\$2,000.00).
- (c) A fine or penalty for the violation of a rule, ordinance, or police regulation that governs the dumping of refuse may not exceed four thousand dollars (\$4,000.00).
- (d) A person convicted of an offense under title 7, subtitle C, Transportation Code (the Uniform Act Regulating Traffic on Highways) for which another penalty is not provided shall be punished by a fine of not less than \$1.00 or more than \$200.00 plus such other penalties and costs as may be provided by such subtitle C.
- (e) Unless otherwise specifically stated in this code, any violation of this code or of any ordinance that is punishable by a fine that does not exceed five hundred dollars (\$500.00) does not require a culpable mental state, and a culpable mental state is hereby not required to prove any such offense.
- (f) No penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state.
- (g) Unless otherwise stated in this code or in any ordinance, each day any violation of this code or of any ordinance shall continue shall constitute a separate offense.
- (h) In the event that any such violation is designated as a nuisance under the provisions of this code, such nuisance may be summarily abated by the city. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.
- (i) In the event authorizing state law is amended, modified, superseded or otherwise changed to alter the allowable punishment range, then the city's range of punishment shall likewise be amended, modified, superseded or otherwise changed.

(Ordinance adopting 2009 Code; 2009 Code, sec. 1.01.009; Ordinance adopting 2023 Code)

CITY OF BANDERA COUNCIL AGENDA
Regular Meeting: Tuesday June 23, 2024

AGENDA ITEM: Discussion and possible action on negotiating with the County Commissioners to extend the lease agreement ending in July 2, 2029 for use of the Bandera City Hall building.

APPROVED FOR AGENDA: Stan Farmer

BACKGROUND: I have attached a copy of the lease that expires on July 2, 2029.

FISCAL ANALYSIS: None.

RECOMMENDATION:

THE STATE OF TEXAS X
COUNTY OF BANDERA X

KNOW ALL MEN BY THESE PRESENTS:

22025

This Agreement of Lease, made this 2 day of July, 1979, by and between REIN J. VANDER ZEE, County Judge, JIM RUSSELL, BOB ASHLEY, STANLEY TSCHIRHART, & G. P. THOMPSON, acting for and on behalf of the Commissioners Court of Bandera County, Texas, known herein as Lessor, and W. D. SMITH, Mayor, RAYMOND SMITH, CLARENCE RHODES, TOMMY KINDLA, PANSY F. PRICE & JOE HEARN, III, acting for and on behalf of the City Council of the City of Bandera, known herein as Lessee, WITNESSETH:

Exp 2029

That the said Lessor does by these presents lease and demise unto said Lessee the following described property, to-wit:

A tract of land in Range Eleven (XI) in the city of Bandera Bandera County, Texas, said tract being described as follows:

BEGINNING at the N.W. corner of Hackberry St., at the intersection of Main St., said point being also the S.E. corner of the leased tract;

THENCE N. 45 deg. W. paralleling Main St., a distance of 161 ft. to a point on Main St.;

THENCE S. 45 deg. W. and paralleling Hackberry St., a distance of 175 ft. to a point;

THENCE S. 45 deg. E. and paralleling Main St., a distance of 161 ft. to a point on Hackberry St.;

THENCE N. 45 deg. E. paralleling Hackberry St. a distance of 175 ft. to the place of BEGINNING.

2019-
Forty
years

for the term of fifty (50) years, beginning the 1st day of July 1979, and ending the 30th day of June, 2029, paying therefor the sum of ONE AND 00/100 (\$1.00) DOLLAR, the receipt of which is hereby acknowledged, upon the following conditions and covenants that said premises shall be used for all legal and lawful public purposes by the City of Bandera, its successors and assigns.

Lessor having this date paid to Lessee the sum of \$15,000.00 in cash, for the term of this lease the receipt of which is hereby acknowledged by Lessee, reserves/a space in the building to be erected by Lessee on the above described premises, 20 feet in width facing Main St. and 50 feet in depth, for the purpose of housing or any other reasonable use modulance units and all necessary equipment used therewith;/but Lessee agrees to pay all maintenance costs of said building space and all lights, water, gas

or other utilities used in connection therewith.

In testimony whereof, the said parties have hereunto set their hands the day and year first above written.

Rein J. Vander Zee
REIN J. VANDER ZEE
County Judge, Bandera County, Texas

Jim Russell
JIM RUSSELL, Precinct #1

Bob Ashley
BOB ASHLEY, Precinct # 3

Stanley D. Schirhart
STANLEY TSCHIRHART, Precinct #2

G. P. Thompson
G. P. THOMPSON, Precinct #4

ATTEST:
Olga Schmidt
County Clerk

W. D. Smith
W. D. SMITH, Mayor
City of Bandera

Raymond Smith
RAYMOND SMITH

Clarence Rhodes
CLARENCE RHODES

Tommy Kindla
TOMMY KINDLA

Pansy F. Price
PANSY F. PRICE

ATTEST:
Vera Belle King
City Secretary

Joe Hearn, III.
JOE HEARN, III.

STATE OF TEXAS
County of Bandera

I, OLGA SCHMIDT, Clerk of the County Court of Said County do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 2nd day of July A.D. 19 79 with its certificate of authentication was filed for record in my office the 3rd day of July A.D. 19 79 at 10:00 o'clock A M. and duly recorded the 16th day of July A.D. 19 79 at 8:05 o'clock A M., in the Deed Records of Said County in Volume 190 on Pages 415-416

WITNESS MY HAND AND SEAL of the County Court of said County of BANDERA the day and year last above written.

OLGA SCHMIDT
Clerk County Court, Bandera County, Texas.

Bonnie D. Bance

CITY OF BANDERA COUNCIL AGENDA
Regular Meeting: Tuesday, July 23, 2024

AGENDA ITEM: Discussion and possible action of a request from the Bandera City Marshal for an expenditure of \$6,499.00 to purchase six new Body Worn Cameras and ancillary equipment.
SUBMITTED BY: Marshal De Foster

APPROVED FOR AGENDA: Stan Farmer

BACKGROUND: Two Body Worn Camera (BWC) grants were submitted but not funded. We are operating with 2 BWCs and one demo camera. Requesting \$6,499 expenditure to purchase new BWC system; this includes:

- 6 Crime Cam Body Cameras
- 6 Magnetic mounting clips
- 6 Docking Ports with USB charger
- Computer
- USB Automated Uploading Software
- 21" LCD monitor
- 24 Terabyte 4-Bay Network Attached Storage
- Remote Support and Telephone Support

FISCAL ANALYSIS:

\$6,499.00 to be paid for from line-item Equipment Purchase 10-512-7000 Marshal’s Department

RECOMMENDATION:

Approval. However, currently the Marshal’s budget is over budget at nine-months of the fiscal year. Spending will need to be monitored and possibly curtailed for the last fiscal quarter to come in on/under budget.



**CITY OF BANDERA
CITY COUNCIL AGENDA REQUEST FORM
MEETING DATE: July 16, 2024**

AGENDA ITEM: Review Texas Parks and Wildlife Grant schedule for upcoming potential projects.

SUBMITTED BY: Susan Hutcherson

APPROVED FOR AGENDA: Stan Farmer

BACKGROUND:

City Staff will review Texas Parks and Wildlife Department grant opportunities with City Council and discuss direction on potential grant applications.

FISCAL ANALYSIS:

None initially. Possible matching funds needed for grant award(s).

RECOMMENDATION:

No recommendation.

Texas Parks and Wildlife Recreation Grants

Boating Access Grants

- Description The Boating Access Grant Program provides 75% matching fund grant assistance to construct new, or renovate existing, public boat ramps that provide public access to public waters for recreational boating.
- Projects: Breakwaters, loading docks, land acquisition, fish cleaning stations, restrooms (showers, potable water, security lights), access roads, bridges, signals, and other requirements to provide public access to boating facilities, engineering (planning and design), environmental clearance and permit costs, retaining walls to protect the integrity of boat ramps and associated parking lots, dredging, stump removal, aquatic weed control, navigational aids in the immediate area of access facilities, signage for Sport Fish Restoration Program.
- Funding The program provides 75% matching funds. Grant ceiling of \$500,000.
- Deadline: TBD

Recreational Trails Grants

- Description: TPWD administers the National Recreational Trails Fund in Texas under the approval of the Federal Highway Administration (FHWA). This federally funded program receives its funding from a portion of federal gas taxes paid on fuel used in non-highway recreational vehicles.
- Projects: Motorized and non-motorized recreational trail projects such as the construction of new recreational trails, to improve existing trails, to develop trailheads or trailside facilities, and to acquire trail corridors.
- Funding: The program is a reimbursable program funding 80% of the project cost with a maximum of \$300,000 for non-motorized trails and \$500,000 for motorized trails.
- Deadline: February 1, 2025

Local Park Grant

- Description: The Local Park Grant Program assists local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas. All grant assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public.
- Projects: Acquisition and / or development of local public parkland.
- Funding: The Program provides 50% matching grants on a reimbursement basis to eligible applicants up to \$150,000.
- Deadline: August 1, 2024

CITY OF BANDERA COUNCIL AGENDA
Regular Meeting: Tuesday June 23, 2024

AGENDA ITEM: Discussion regarding permit application pending before the Bandera County River Authority and Groundwater District for water from the lower trinity aquifer that could impact the City of Bandera.

APPROVED FOR AGENDA: Stan Farmer

BACKGROUND:

FISCAL ANALYSIS: None.

RECOMMENDATION: