AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, AUGUST 11, 2015, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, AUGUST 11, 2015, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION: by Ann Buck, Director of Christian Women's Job Corp.

PLEDGE OF ALLEGIANCE TO THE FLAG
Those in attendance may stand if they wish.

1. 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. City Council may not discuss or take any action on an item but may place the issue on a future agenda. The number of speakers will be limited to the first ten speakers and each speaker is limited to four minutes.

2. PRESENTATION:
2A. Upper Guadalupe River Authority's acknowledgement of the city's contribution to the 12^{th} Annual River Clean Up. (Tara Bushnoe, UGRA Natural Resources Coordinator)

3. 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 City Council approve the following items which will grant the Mayor or City Manager the authority to take all actions necessary for each approval:

3A. Minutes of the city council regular meetings held June 9, June 23, July 7, and July 21, 2015; city council special meeting held July 16, 2015; city council/economic improvement corporation meeting held June 22, 2015; and employee benefits trust meeting held July 21, 2015.

3B. Resolution No. 21-2015 authorizing the use of internal combustion engines on Nimitz Lake upstream of the city's impoundment dam for the Kerrville Triathlon and the safety of competitors. (staff)

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-257-8000 for further information.
I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time, August 7, 2015 at 12:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

3C. License agreement with Revolution Broadcasting, LLC for the Rev Fest music event in Louise Hays Park on October 17, 2015. (staff)
END OF CONSENT AGENDA

4. PUBLIC HEARINGS AND ORDINANCES, FIRST READING:
4A. Ordinance No. 2015-16, amending the city's "Zoning Code" by amending Article 11-I-10 "Residential Zoning Districts", Subsection (F) "RT" – residential transition district with respect to the uses of "Schools" and "Churches", as those terms are defined, within this district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars ($2,000.00); and ordering publication. (staff)

4B. Ordinance No. 2015-17, amending the city's "Zoning Code" by amending Article 11-I-6 "Zoning Districts-Central City" to amend the land use table for the central business district (CBD) to change the uses of "Death Care Services and "Printing" from requiring conditional use permits to uses permitted by right within this district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars ($2000.00) and ordering publication. (staff)

5. PUBLIC HEARING AND RESOLUTION:
5A. Resolution No. 22-2015, granting a conditional use permit for an approximate 0.495 acre tract of land consisting of Lots 598-599, Block 9 of the Schreiner's Second Addition, a subdivision of the City of Kerrville, Kerr County, Texas, otherwise known as 528 Main Street (State Highway 27) and located within the city's central business zoning district (CBD); by permitting said property to be used for a gasoline station (sales) with convenience store; and making said permit subject to certain conditions and restrictions. (staff)

6. CONSIDERATION AND POSSIBLE ACTION:
6A. Request from the Kerrville Cancer Center to extend their lease at 218 Sidney Baker Street. (staff)

6B. Establish a policy to take audio recordings of all executive sessions. (Councilmember White)

6C. Republic Services automated solid waste and recycling collection services. (Republic Services)

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-257-8000 for further information.
I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time, August 7, 2015 at 12:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

6D. Resolution No. 19-2015, setting forth the ad valorem (property) tax rate to be considered for adoption for the 2015 tax year; calling two public hearings prior to the adoption of said rate; and calling a public hearing prior to the adoption of the fiscal year 2016 budget as required by both the city's charter and state law. (staff)

6E. Resolution No. 20-2015 providing for the city's approval or disapproval of the Kerr Central Appraisal District's fiscal year 2016 budget. (staff)

6F. Request to terminate the Airport Commerce Park development agreement and allow property owner to rezone the property. (Bruce John Stracke – Brinkman Commercial Properties).

6G. Creation of a recognition program for outstanding citizens. (Mayor Pratt)

7. INFORMATION AND DISCUSSION:

7A. City of Kerrville fiscal year 2016 budget. (staff)

8. APPOINTMENTS TO CITY BOARDS AND COMMISSIONS:

8A. Food service advisory board. (staff)

9. ITEMS FOR FUTURE AGENDA

10. 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.

11. EXECUTIVE SESSION:

City Council may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above including if they meet the qualifications in Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.076

(deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Texas Government Code, including the following matters:

11A. Section 551.073:

Deliberation of a negotiated contract for a prospective gift or donation to the city as deliberation in an open meeting would have a detrimental effect on the City's position with a third person.

12. ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION

13. ADJOURNMENT.

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-257-8000 for further information.

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time, August 7, 2015 at 12:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig

City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Upper Guadalupe River Authority's acknowledgement of the city's contribution to the 12th Annual River Clean Up. (Tara Bushnoe, UGRA Natural Resources Coordinator)

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

SUBJECT OF REQUEST: Acknowledgement of the City of Kerrville contribution to the success of the 12th Annual River Clean Up.

AGENDA DATE: 8/11/15 or next available **DATE SUBMITTED**: 8/3/15

REQUESTED/SUBMITTED BY: Tara Bushnoe **PHONE:** 830-896-5445
ORGANIZATION REPRESENTING: Upper Guadalupe River Authority
MAILING ADDRESS: 125 Lehmann Drive, Suite 100, Kerrville, Texas 78028

EMAIL ADDRESS: tbushnoe@ugra.org

EXHIBITS/INFORMATION:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

WILL THIS ITEM REQUIRE CITY COUNCIL TO AUTHORIZE THE EXPENDITURE OF CITY FUNDS? **YES:** ______
NO: __X___

IF YES, STATE AMOUNT REQUESTED: $___________

DESCRIPTION OF REQUEST

Tara Bushnoe, Natural Resources Coordinator, would like to thank the City Council for the contributions that the City of Kerrville made towards the success of the 12th Annual River Clean Up held on July 25, 2015.

RECOMMENDED COUNCIL ACTION

Agenda Item:

3A. Minutes of the city council regular meetings held June 9, June 23, July 7, and July 21, 2015; city council special meeting held July 16, 2015; city council/economic improvement corporation meeting held June 22, 2015; and employee benefits trust meeting held July 21, 2015.

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
June 9, 2015

On June 9, 2015, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Pratt in the city hall council chambers at 701 Main Street. The invocation was offered by Kristin Mudry, Kerr County Greet Us, followed by the Pledge of Allegiance led by Doyle Malone.

COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Gary F. Stork	Mayor Pro Tem
Stephen P. Fine	Councilmember
Bonnie White	Councilmember
Gene Allen	Councilmember

COUNCILMEMBER ABSENT: None

CITY CORE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Day	Deputy City Manager
Brenda G. Craig	City Secretary
Sandra Yarbrough	Director of Finance
Ashlea Boyle	Special Projects Manager
David Knight	Police Chief
Trent Robertson	City Planner
Tony Lenard	Fire Division Chief
Malcolm Matthews	Director of Parks and Recreation

VISITORS PRESENT: List on file in city secretary's office for the required retention period.

1. **VISITORS/CITIZENS FORUM:** No one spoke.

2. **PRESENTATIONS**:

2A. Proclamation proclaiming June 15-21, 2015 as Men's Health Week.

3. **CONSENT AGENDA:**

Ms. White requested Item 3B be removed from the consent agenda.

Mr. Stork moved to approve consent agenda item 3A; Mr. Fine seconded the motion, and it passed 5-0:

3A. Minutes of the regular city council meeting held May 26, 2015.

END OF CONSENT AGENDA

3B. License agreement for special event, Kerrville's 4th on the River.
Ms. Boyle noted the city had been contracting with Kerrville's 4th on the River since 2011 and proposed a multi-year agreement for 2015-2017. There was no cash requirement of the city; however, the city would provide staff support.

Ms. White noted that several months ago, the EIC voted to fund the event. She also asked if the certificate of insurance named the city as additionally insured.

Mr. Boyle agreed that EIC did vote to fund the event several months ago; however, the agreement before council tonight is an agreement between the City of Kerrville and Kerrville's 4th on the River for them to perform the event. She confirmed that the certificate of insurance named the city as additionally insured.

Ms. White moved to approve the license agreement with Kerrville's 4th on the River; Mr. Fine seconded the motion and it passed 5-0.

4. ORDINANCE, FIRST AND ONLY READING:

4A. Ordinance No. 2015-06, authorizing the issuance, sale and delivery of up to $9,000,000.00 in aggregate principal amount of "City of Kerrville, Texas Combination Tax and Revenue Certificates of Obligation, Series 2015"; securing the payment thereof by authorizing the levy of an annual ad valorem tax and a pledge of certain surplus revenues of the city's waterworks and sewer system; and approving and authorizing the execution of a paying agent/registrar agreement, an official statement and all other instruments and procedures related thereto. Mayor Pratt read the ordinance by title only.

Mayor Pratt stated the purpose of the bond issue was to raise funds for a parks-related project and it was not tied to any specific project, location or contract. Such a project would also keep kids off the streets by providing sports and activities, and would better provide for public safety and health.

Mr. Allen suggested the council go into executive session for consultation with attorney prior to discussion and vote as he had several questions. The consensus was not to go into executive session at this time; however, council could do so later in the meeting if consultation with the attorney was needed.

Mr. Parton noted the purpose of the bond sale was to fund the city's portion of a parks improvement project, for example, athletics complex.

Ann Entrekin, managing director, First Southwest Company reviewed Standard and Poor's report and key points that resulted in a "AA" rating for the city: very strong management conditions, strong budgetary performance, very strong budget flexibility, very strong liquidity, adequate debt and contingent liability profile, and strong institutional framework. Nine bidders responded ranging between 2.815996% to 2.968721%. The actual par amount was $8,910,000 at 2.80%, but the city would still be able to make a deposit in the amount of $9 million because of the premium bid; the total interest would be about $3,161,000 over an eight year period (standard was 10 years); with a call date of 8-15-2023. Ms. Entrekin recommended the city approve the bid from Raymond James & Associates, Inc., as presented, at 2.815996%.

Tom Spurgeon, legal counsel with McCall, Parkhust & Horton, LLP, noted the ordinance authorized the issuance of $8,910,000 certificates of obligation (CO) based on information received in the bid and as recommended by Ms. Entrekin. He explained that in order to meet legal requirements, the language of the title authorized a levy of tax revenue and pledge of revenue from the water/sewer system, if needed. CO issued on tax and revenue pledges was a common instrument and would yield the best interest rate. However, Mr. Spurgeon noted that the city had entered into a contract with the economic improvement corporation whereby EIC would provide funding to pay the debt, the city was not actually using tax or water/sewer revenue to pay the debt. Technically, the EIC pledge was not a legal pledge, thus the language in the ordinance pledged tax and water/sewer revenue.

Council questioned Mr. Spurgeon whether anything in the process caused him to question the legality of the ordinance or sale. Mr. Spurgeon replied no.

Ms. White noted the funds from the CO were tied to a contract that had been contemplated by a previous city council, and she had questions regarding that contract. She noted that staff had sent correspondence to the attorney general's office (AGO) to request an opinion as to the legality of the contract that was tied to the CO. Ms. White asked Mr. Spurgeon if the AG rendered an opinion negative to the city and the other party to the contract, would that affect the underwriters' opinion about the certificates. Mr. Spurgeon replied no; the notice stated that if for any reason money was not provided by EIC to pay the debt, the city had the legal obligation to levy a tax to fund the debt. The underwriters look at it as a tax pledge; however, the city had an agreement with EIC to use another funding source. Ms. White restated, if EIC did not pay the debt, the city would be obligated to find other sources to fund the obligation, and that could be a tax levy.

Mr. Entrekin noted that the language in the ordinance stated that the proceeds from the sale would be used to acquire, construct and equip an athletics complex which would be considered part of the parks and recreation department, and to pay for the cost of issuance and services related thereto. Should council approve the ordinance, Mr. Spurgeon would prepare the documents and submit them to the AGO for review. The bond proceeds would go into a project fund, and before any funds were spent, the city would have clarity about the project and how those funds could be spent. Ms. Entrekin and Mr. Spurgeon agreed that if the bonds were approved by the council tonight, such action would not bind the city until the proceeds were spent, and proceeds would not be spent until after approval by the AGO. Mr. Spurgeon further noted that the city would not receive any funds until after it had been approved by the AGO. The council's adoption of the ordinance would authorize closing of the CO; however, closing was contingent upon receiving the AG's opinion and his firm's opinion and there was no legal obligation on the city until the opinions were received.

Ms. White questioned if the council voted to issue bonds and received money for building an athletics complex as stated in the public notification, and if that contract was found to be void in the AG opinion that had been requested by the city regarding the contract with the foundation, would the city have to start the process over? She noted the city had advertised to the public to borrow money for a specific project, i.e. athletics complex. The contract was passed by a previous council, and that council, nor the public, had the correct document in hand at the time it was adopted. Ms. White opined that the bond issue, according to the public notice, was tied to that prior contract.

The following statements were made by councilmembers:

- The item on this agenda was whether to approve the ordinance authorizing issuance of CO; the contract with the foundation and how the funds were to be spent were not items posted for discussion at this meeting.
- If the contract was found to be void, the city simply would not accept the funds.
- Interest and principal would be paid from EIC; no money from the general fund would be used to pay the debt unless EIC no longer existed.
- Pledging tax and water/sewer revenue as collateral assured lower interest rate.

Ms. White stated that according to council procedural rule 3.5 which would take priority over any other actions by council, and that this item was intimately tied to the contract that was now in question, and as it was public knowledge that the city manager and the city attorney had requested and received confirmation, and that this same contract was submitted to the AGO for an opinion as to the legality, and that the AG opinion may take up to 180 days, and the constraints tied to the funding of this project; and it had come to council's attention that there may be legal consequences to the city and the councilmembers past and present if council knowingly proceeded with approval, and should the contract be found to be invalid, under Rule 3.5 she moved to defer any action on the agenda item until the AG opinion could be rendered. The motion failed for lack of a second.

Mr. Stork moved for approval of Ordinance No. 2015-06 authorizing issuance of certificates of obligation in the amount up to $9 million on first and only reading; Mr. Allen seconded the motion.

The following persons spoke:

1. Carolyn Lipscomb clarified that if for any reason EIC did not have adequate sales tax revenue to provide the 4B funds to pay the debt, then the city would be obligated to pay the debt through ad valorem tax? Mr. Parton noted the statement was correct; however, the amount of principal and interest was only 5-6% of EIC's annual revenue.

2. George Baroody noted the notice in the newspaper stated the CO was for the building of the complex. The contract was for a land purchase with improvements.

If the contract was found to be invalid, there would not be any need for the funds. He opined that because there were several outstanding issues, he questioned council's voting on it in its current state knowing that the debt was tied to a contract that could not be defended and may or may not be a legal use of funds.

3. Richard Ellison questioned several issues:

- Did anyone on council receive an appraisal of the property before signing the contract; if so when? The Local Government Code required that any municipality proposing to use public money or tax dollars should get an independent appraisal before buying real estate. He asked if the city had an independent appraisal of the market value of the property that the city was contemplating purchasing with the revenue from the bond issue? He opined that the council at the time the contract was approved did not know the appraised value. Mayor Pratt noted there had been an independent appraisal on the property and it was provided to the council. He asked Mr. Ellison if he was aware of any other appraisal for the subject property. Mr. Ellison responded that he was not; he asked the city for a copy of the appraisal and what he received was the appraisal paid for by the Cailloux Foundation (CF) and it stated that no one but Cailloux could rely on it. He asked if the city was the client of Valbridge (appraiser) or the seller.
- He opined that when the contract with the Cailloux Foundation was signed, no one on council knew what the appraised value was. Council noted that the contract for land purchase was not an item on this agenda; the item on the agenda was to discuss the issuance of CO.
- The public announcement put out by the city stated that the bond funds were for this contract; therefore discussion of the contract was appropriate at this time. He asked if the city was looking at alternative sites.
- He asked if attorneys had reviewed the document and who paid them. Mayor Pratt stated four attorneys, including Mr. Hayes, the city's attorney, and he had outside legal counsel review the legality of the contract with regard to competitive bidding of construction, and requirement for an independent appraisal.

Upon question by council, Mr. Ellison stated he was not representing anyone but himself and he was not getting paid for his work related to this issue.

Mayor Pratt noted that Mr. Ellison had threatened to sue the city and the city should not answer further questions due to possible future legal proceedings. Mr. Ellison said he did not threaten to sue the city, he just stated that any taxpayer or resident could sue the city because the city did not get competitive bids and was not in compliance with state law, i.e. the city was buying land without getting an outside independent appraisal.

Mr. Hayes noted that funds received from the bond issue could be spent on a project anywhere, not necessarily on Holdsworth Drive, and the city could contract with any party for the project. The contract was reviewed by four different attorneys and he was confident it was a legally binding contract.

Ms. White asked if the council was aware of a reversionary clause in the contract that in the event the property did not continue to be used as an athletic field for 99 years, the property would go back to the CF? Mayor Pratt noted that was a standard clause in any contract, for example Tivy Stadium, and the same clause as in other city projects.

The motion passed 4-1; with Councilmembers Stork, Allen, Fine, and Pratt voting in favor of the motion and Councilmember White voting against the motion.

5. PUBLIC HEARING AND ORDINANCE, FIRST READING:

5A. Ordinance No. 2015-12, amending the city's "Zoning Code" by amending Article 11-I-10 "Residential Zoning Districts", subsection (F) "RT" – residential transition district with respect to the uses of "Schools" and "Churches", as those terms are defined, within this district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars ($2000.00); and ordering publication. Mayor Pratt read the ordinance by title only.

Mr. Robertson noted the amendment would exclude churches and schools from certain development regulations in the RT zoning district, such as eliminating the maximum 3,000 square footage building requirement for churches and schools. On June 4 the planning and zoning commission (PZC) voted to recommend approval of the change, and voted to amend the development regulations for churches and schools in the RT district by adding stucco and cement fiber board to the list of acceptable building materials. Staff was in favor of the request and recommended holding a public hearing and taking action on the ordinance.

Mayor Pratt declared the public hearing open at 6:54 p.m.; no one spoke and the public hearing was closed at 6:55 p.m.

Ms. White stated that it was unclear at the PZC meeting exactly what was included in the change. PZC members may have thought that Item 4 eliminated III, IV, and V; however, it actually eliminated square footage requirements and amended building appearance and material. She believed that PZC members understood those were the only two items being changed; however, III, IV, and V were actually still included; i.e., off-street parking on side and rear, front yard requirements, and sign restrictions would still apply, and she believed that PZC members did not understand that.

Mr. Robertson stated there may have been some confusion at the PZC meeting since only items I and II were discussed and members may have thought the amendment would also change III, IV, and V; however, the intent was to leave in those requirements in order to keep the appearance of a transitional zone between residential and commercial properties. State law did not require the city to notify individual churches since the ordinance affected all churches city wide.

Ms. White moved to approve Ordinance 2015-12 as amended to eliminate the off-street parking requirement.

Mr. Hayes noted that PZC previously voted to approve the ordinance with amendment to the development regulations regarding building materials only and PZC did not make a recommendation on the specific changes that Ms. White suggested. He recommended council take action on the ordinance as recommended by PZC. PZC could consider the item again and come back later with a recommendation regarding additional amendments as suggested by Ms. White in a subsequent ordinance.

Ms. White withdrew her motion.

Ms. White moved to defer action on the ordinance and refer it back to PZC for consideration of proper amendment.

Mr. Robertson noted that the amendment was first brought up in August 2014.

Mr. Dustin Coon, representing Kerrville Apostolic Church, noted that delaying action on the ordinance would not be a burden to his church.

Ms. White withdrew her motion.

Ms. White moved to accept Ordinance 2015-12 as written, eliminating Section III, off-street parking.

Mr. Hayes noted that eliminating Section III had not been considered or recommended by PZC.

Mr. Parton questioned if the request was that PZC should consider the removal of Section III from the RT district altogether, or just as it pertained to churches and schools. Ms. White proposed it be removed from the RT district altogether from Item IV churches and schools only. She stated that PZC discussed only I and II, square footage and building appearance, PZC did not discuss III, IV, or V and she believed that PZC members did not understand that III, IV, and V would remain.

Councilmember Stork noted Items III, IV, and V were not posted or advertised for this meeting.

Ms. White withdrew her motion.

Ms. White moved for approval of Ordinance No. 2015-12 as presented on first reading; Mr. Stork seconded the motion and it passed 5-0.

6. ORDINANCES, SECOND AND FINAL READING:

6A. Ordinance No. 2015-10, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2014 and 2015 rate review mechanism filings; approving a settlement agreement with attached rate tariffs and proof of revenues; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC's legal counsel. Mayor Pratt read the ordinance by title only.

Mr. Hayes noted the rate increase for 2014 and 2015 requested by Atmos and negotiated by ACSC would result in rate increases of 1.59%, or average $1.14 for residential customers; and .96%, or $2.69 for average commercial customers. He recommended approval.

Mr. Stork moved for approval of Ordinance No. 2015-10 on second and final reading; Mr. Fine seconded the motion and it passed 5-0.

6B. Ordinance No. 2015-11 authorizing the closure of a portion of Legion Crossing Street which intersects and is located between Veterans Highway (State Highway Loop 534) and Riverside Drive; making a finding that this portion of street is not required for public vehicular access or use; providing for the terms and conditions of closure; authorizing the city manager to take all necessary actions to effectuate the closure; providing an effective date; and providing other matters related thereto. Mayor Pratt read the ordinance by title only.

Mr. Matthews noted no changes since first reading and no comments had been received from the public; he recommended approval.

Mr. Allen moved for approval of Ordinance No. 2015-11 on second and final reading; Mr. Fine seconded the motion and it passed 5-0.

7. CONSIDERATION AND POSSIBLE ACTION:

7A. Reject all submitted contractor bids for construction of the Lowry Park trail improvements.

Ms. Day noted bids were received for that portion of the trail west across Town Creek to Lowry Park at Lowry and Guadalupe streets. The bid process issued an addendum and all bidders were required to acknowledge the addendum. Three bids were received, two bidders did not use the bid tabulation form as stated in the addendum, which was acknowledged by all bidders; therefore, staff recommended rejecting all bids and rebidding the project.

Mr. Allen moved to reject all bids and authorize staff to move forward to rebid the project; Mr. Fine seconded the motion and it passed 5-0.

7B. Update on the river trail and Louise Hays/Lehmann Monroe Park projects and direction to city staff.
Ms. Craig noted a quorum of the city council (Mr. Allen, Mr. Fine, and Mr. Stork) had filed a conflict of interest affidavit for this item; therefore, all councilmembers were eligible under state law to participate in discussion and vote.

Council noted the river trail from Lowry Park to Kerrville Schreiner Park totaled 4.2 miles. EIC had authorized $6 million for six miles; however, with potential condemnation issues and land acquisition, the consensus was to stop at Lowry Park at this time, but not to preclude future discussions about the trail extension west or other segments.

Mr. Parton noted about $1 million remained in the river trail project budget.

Mr. Allen moved to direct staff to cease current activities in trying to determine property owners in the proposed route and to defer any further action until a joint meeting could be held with EIC to discuss the route and funding from Lowry Park west. Mr. Stork seconded the motion and it passed 5-0.

8. ITEMS FOR FUTURE AGENDA:

- Schedule a joint meeting with EIC.
- Zoning issues around courthouse.

9. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- June 9, approximately 6:00 p.m., Wounded Warrior Parade, several families participated.
- City residents were mailed information packets regarding the new fully automated solid waste services, schedule, and guidelines for issuance of new carts; delivery of carts would begin June 15, and the new services collection and schedule would begin June 29.
- Recognition to the Cailloux Foundation for the Chalk Festival event held June 6 and 7.
- June 13, 8:00 a.m. grand re-opening and ribbon cutting for river trail, Louise Hays Park, and Lehmann and Monroe Park.
- Kerrville's 4th on the River, Saturday, July 4.

Discuss City of Kerrville, Texas vs. Rio Robles, Inc., 198th District Court of Kerr County, No. 13698B (Condemnation).
The following members of the public were allowed to speak regarding this matter prior to council going into executive session:
1. Londa Peterson noted that the city required owners to keep their property mowed. In the past the city mowed the land adjacent to the fence on the east side of Lehmann and Monroe Park. In 2009 a parks supervisor informed her that the city did not have money in the budget for mowing that part of the park. She was concerned about unsightly fuel for fires and poisonous snakes. If the city did not have money in the 2009 budget, how will the city be able to maintain it now.

2. Barbara Jordon stated that on Saturday the city would be celebrating opening of the park and river trail on property that the city took from Rio Robles, and the city was holding the funds in escrow to pay for the property; this was unfair.

3. Ron Blevins stated that members of a community live within a shared system of law and had natural rights recognized in the Declaration of Independence. Government receives authority from the people and assumes the obligation to secure peoples' rights, including property rights. He stated that council had been remiss in protecting his property rights. He opined that the council's acquisition of a facility by a land contract was to circumvent the process of protecting the people's property through a competitive bidding process. The city had taken possession of property that belonged to Rio Robles by eminent domain and had not resolved its fiduciary obligation of compensation.

4. Nita Porter noted that several property owners along the river trail had been compensated for their land, and Rio Robles had not received compensation. She asked for a list of river trail owners who had been compensated, either with cash or by having utilities provided.

10. EXECUTIVE SESSION:
Mr. Stork moved for the city council to go into executive closed session under Sections 551.071 and 551.072 of the Texas Government Code; motion was seconded by Mr. Fine and passed 5-0 to discuss the following:
Section 551.087:
Discuss economic development negotiations for a business prospect(s), the public discussion of which would not be in the best interests of the City Council's bargaining position with third parties.

Section 551.071 and 551.072:
Discuss City of Kerrville, Texas vs. Rio Robles, Inc., 198th District Court of Kerr County, No. 13698B (Condemnation).

At 7:35 p.m. the regular meeting recessed and council went into executive closed session at 7:44 p.m. At 8:12 p.m. the executive closed session recessed and council returned to open session at 8:13 p.m. The mayor announced that no action had been taken in executive session.

11. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION
Discuss City of Kerrville, Texas vs. Rio Robles, Inc., 198th District Court of Kerr County, No. 13698B (Condemnation).
Mr. Stork moved to direct staff to finalize negotiations with Rio Robles with respect to the award of the special commission; Mr. Allen seconded the motion and it passed 5-0.

ADJOURNMENT. The meeting adjourned at 8:14 p.m.

APPROVED: ________________

ATTEST:

Jack Pratt, Jr., Mayor

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES KERRVILLE, TEXAS
REGULAR MEETING June 23, 2015

On June 23, 2015, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Pratt in the city hall council chambers at 701 Main Street. The invocation was offered by Neva Pratt, Vice President of Christian Assistance Ministry, followed by the Pledge of Allegiance led by Fire Chief Dannie Smith.

COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Gary F. Stork	Mayor Pro Tem
Stephen P. Fine	Councilmember
Bonnie White	Councilmember
Gene Allen	Councilmember

COUNCILMEMBER ABSENT: None

CITY CORE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Day	Deputy City Manager
Brenda G. Craig	City Secretary
Sandra Yarbrough	Director of Finance
Ashlea Boyle	Special Projects Manager
David Knight	Police Chief
Trent Robertson	City Planner
Dannie Smith	Fire Chief

VISITORS PRESENT: List on file in city secretary's office for the required retention period.

1. VISITORS/CITIZENS FORUM:

1A. David Lipscomb noted the 4 mile river trail that opened Saturday June 13 was a valuable asset to the city. Regarding the western segment along Guadalupe Street, he encouraged council to extend the trail as far as possible and then end the trail, but not to extend the trail via the sidewalk along the street as sidewalks were too narrow, had uneven surfaces, too close to traffic, and were away from the view of nature.

2. PRESENTATIONS:

2A. Resolution of commendation to Kenneth Early for serving on the Economic Improvement Corporation.

2B. Resolution of commendation to Larry Howard for serving on the Economic Improvement Corporation.

3. CONSENT AGENDA:

Mr. Stork moved to approve consent agenda item 3A; Mr. Fine seconded the motion, and it passed 5-0:

3A. Authorization for the city manager to enter into a grant agreement with the Army Corps of Engineers to perform a volumetric survey on Lake Nimitz in an amount not to exceed $19,092.00.

END OF CONSENT AGENDA

4. ORDINANCES, SECOND AND FINAL READING:

4A. Ordinance No. 2015-12, amending the city's "Zoning Code" by amending Article 11-I-10 "Residential Zoning Districts", subsection (F) "RT" – residential transition district with respect to the uses of "Schools" and "Churches", as those terms are defined, within this district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars ($2000.00); and ordering publication. Mayor Pratt read the ordinance by title only.

Mr. Robertson noted no changes since first reading on June 9 and recommended approval.

Mr. Allen moved for approval of Ordinance No. 2015-12 as presented on second and final reading; Mr. Fine seconded the motion and it passed 5-0.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Request by the Joint Airport Board to proceed with the refurbishing of the Mooney parking lot, asphalt repair, and taxiway extension with participation from the City of Kerrville. The matter was rescheduled to the July 7 meeting.

5B. Amendment 1 to the Contract of Sale between the City of Kerrville and Cailloux Foundation Properties, LLC, for a proposed athletic facility. Matter was deferred to executive session.

EXECUTIVE SESSION:

Mr. Allen moved for the city council to go into executive closed session under Section 551.071 of the Texas Government Code; motion was seconded by Mr. Fine and passed 5-0 to discuss the following:

Section 551.071:

Discuss the purchase, exchange, lease, sale, or value of real property, the public discussion of which would not be in the best interests of the City's bargaining position with third parties, regarding property interests related to the following:

- Deliberation of a negotiated contract for a prospective gift or donation the public discussion of which would have a detrimental effect on the position of the City in negotiations with a third person.

At 6:10 p.m. the regular meeting recessed and council went into executive closed session at 6:13 p.m. At 6:41 p.m. the executive closed session recessed and council returned to open session at 6:42 p.m. The mayor announced that no action had been taken in executive session.

5B. Amendment 1 to the Contract of Sale between the City of Kerrville and Cailloux Foundation Properties, LLC, for a proposed athletic facility.
Mayor Pratt noted the Cailloux Foundation (CF) initiated this amendment to the agreement in order to be diligent in response to public concerns. He noted that under the proposed amendment, there was no need for an escrow agreement because the city would own the land and any project would be funded from bond proceeds. A performance bond would be part of the city's bid process, same as all city bids. A deposit would not be required since the land would be transferred to the city. The details necessary to complete the contract had not been received from attorneys until this afternoon.

Mr. Parton noted the original agreement was a contract for land purchase. In their interest to help the community and alleviate some of the challenges and concerns expressed previously about the original agreement, the CF proposed an amendment that would gift to the city 105 acres of land valued by an independent appraisal at $1.5 million; and $1.5 million cash, for a total of $3 million for the project. Transfer of the title to the land would occur when construction begins. The $1.5 million would be used to pay for design and consulting services and the remaining cash could be used for construction. The CF would provide bid documents necessary to proceed to bidding and project construction, including: engineering, grading, civil, and architectural and related plans. Construction management consultant services would be provided by CF to coordinate contracts, contractors, schedules, and review requests for draws for payment for work completed. The new amendment contained requirements that the city develop according to the scope of work identified in the original scope, and it would be a city-run bidding process in accordance with normal city bidding processes.

Ms. White said she received an email stating that the city manager contacted Senator Fraser's office to withdraw the request for an attorney general's opinion on the previously approved contract, and she received correspondence from a lady who said on Monday she received a telephone call from the city saying that Kerrville had reached an agreement. No agreement had been reached. The council did not have access to the amendment until 30 minutes before the meeting. She had not had time to review the amendment, and it was an entirely different document from the previous agreement. The amendment was no longer a contract for sale; it was a gift. It redesignated the land as parkland which may cause possible rezoning issues; she questioned if contiguous land owners had been notified. She spent a lot of time looking at the previous contract and researching state law and she needed time to review the amendment and compare and discuss changes.

The following comments were made by councilmembers:

- Complimented the Cailloux Foundation for being sensitive to the citizens' concerns and the city's position; the city was very appreciative of the gift of land and cash toward the project.

- The contract amendment had been well explained in plain English by staff in executive session and concerns were handled thoroughly.
- Confident that changes in the amendment addressed concerns expressed by the public about the process.

Mr. Stork moved to approve the agreement as amended and presented by staff today. Mr. Allen seconded the motion and it passed 4-1 with Councilmembers Stork, Allen, Fine, and Pratt voting in favor of the motion; and Councilmember White voting against the motion.

6. <u>INFORMATION AND DISCUSSION</u>:

6A. <u>Budget update</u>.

Ms. Yarbrough gave the financial report year to date for the period ending May 31, 2015: general fund revenues totaled $18,502,556 and expenditures $14,514,929; water and sewer fund revenues totaled $5,876,663 and expenditures $8,059,349; hotel/motel fund revenues totaled $657,991and expenditures $684,224; 38 permits for new residential construction and 12 for new commercial construction. She reported the number of water customers: 8,029 residential, 1,211 commercial, and 536 irrigation; sewer customers 7,865 residential and 1,108 commercial.

Ms. White noted that water/sewer revenue was down and expenditures were high. Ms. Yarbrough noted revenue was down because people were not watering landscaping due to several rains. Expenditures were up because two major repairs had been made: 1) membranes at the water treatment plant, and 2) reuse ponds.

7. <u>ITEMS FOR FUTURE AGENDA</u>: None presented.

8. <u>ANNOUNCEMENTS OF COMMUNITY INTEREST</u>:

- Kerrville's 4th on the River would be held Saturday, July 4 at Louise Hays Park.
- The grand reopening of Louise Hays Park, Lehmann & Monroe Park, and river trail was held Saturday, June 13; it was well attended and many were using the park.
- The police department honored 14 junior cadets, ages 11-15, who graduated from the Junior Citizen Police Academy.

10. <u>EXECUTIVE SESSION</u>: See Item 5B above.

11. <u>ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION</u>: Item 5B above.

<u>ADJOURNMENT</u>. The meeting adjourned at 7:01 p.m.

APPROVED: _______________ ________________________

ATTEST: Jack Pratt, Jr., Mayor

____

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES KERRVILLE, TEXAS
REGULAR MEETING July 7, 2015

On July 7, 2015, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Pratt in the city hall council chambers at 701 Main Street. The invocation was offered by James Wilson, Pastor of Kerrville Christian Center, followed by the Pledge of Allegiance led by Police Chief David Knight.

COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Gary F. Stork	Mayor Pro Tem
Bonnie White	Councilmember
Gene Allen	Councilmember

COUNCILMEMBER ABSENT:

Stephen P. Fine	Councilmember

CITY CORE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Day	Deputy City Manager
Brenda G. Craig	City Secretary
Sandra Yarbrough	Director of Finance
Ashlea Boyle	Special Projects Manager
Kim Meismer	Director of General Operations
David Knight	Police Chief
Trent Robertson	City Planner
Dannie Smith	Fire Chief
Kim Snyder	Main Street Manager
Stuart Barron	Public Works Director

VISITORS PRESENT: List on file in city secretary's office for the required retention period.

1. VISITORS/CITIZENS FORUM:

1A. Deborah Gaudier, representing Kerr County Historical Commission, invited the council to attend the historical marker dedication for "The Famous Door" at 225 West Barnett on July 25, 2015, at 11:00 a.m. She noted the current owner was rehabbing the building and would be requesting a zoning variance to reopen since it expired when the building closed 20 years ago. Council referred her to the planning and zoning department.

2. PUBLIC HEARINGS AND ORDINANCES, FIRST READINGS:

2A. Ordinance No. 2015-13, amending the city's "Zoning Code" by changing the zoning district of the property located on the southeast corner of the intersection of Water Street and 'G' Street, otherwise known as 1700 Water Street, by removing the property from the 17-C district and placing it within the 19-C district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars ($2000.00); ordering publication; and providing other matters relating to the subject. Mayor Pratt read the ordinance by title only.

Mr. Robertson reported that notices were sent to property owners within 200 ft. of the subject property; two responded in favor of the zone change; no opposition was received. The proposed zoning was consistent with the land use plan and would not inhibit future development in the area. Staff and the planning and zoning commission (PZC) were in favor of the zone change.

Mayor Pratt declared the public hearing open at 6:06; no one spoke and Mayor Pratt closed the public hearing at 6:06 p.m.

Ms. White moved for approval of Ordinance No. 2015-13 as presented on first reading; Mr. Stork seconded the motion and it passed 4-0.

2B. Ordinance No. 2015-14, amending the Comprehensive Plan for the City of Kerrville, Texas, pursuant to Chapter 213 of the Texas Local Government Code; by revising the Future Land Use Plan for a property located adjacent to the northeast of Legion Drive and between its intersection with Goss Street and Loop 534 (Veterans Highway); and changing the future land use of this area from low-density residential to mixed-use. Mayor Pratt read the ordinance by title only.

Mr. Robertson noted the owner requested a zone change which would require a comprehensive plan amendment to amend the future land use plan from low density residential to mixed use (Item 2C). Property owners within 200 feet had been notified and no one expressed opposition. The proposed use was consistent with neighboring properties, and would create a buffer between existing residential and commercial uses. PZC recommended approval.

Mayor Pratt declared the public hearing open at 6:09; no one spoke and Mayor Pratt closed the public hearing at 6:10 p.m.

Mr. Allen moved for approval of Ordinance No. 2015-14 as presented on first reading; Ms. White seconded the motion and it passed 4-0.

2C. Ordinance No. 2015-15, amending the city's "Zoning Code" by changing the zoning district of a property located adjacent to and northeast of Legion Drive and between its intersection with Goss Street and Loop 534 (Veterans Highway), by removing the property from the residential mix (RM) district and placing it within the 29-E district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars ($2000.00); ordering publication; and providing other matters relating to the subject. Mayor Pratt read the ordinance by title only.

Mr. Robertson noted the subject property was the same property as in 2B. Property owners within 200 feet were notified and no one expressed opposition. The proposed use was consistent with uses on neighboring properties; however, the use was not consistent with the adopted land use designation for this site, which required the comp plan amendment in Item 2B.

Council noted the applicant also owned the adjacent lot, but he was not requesting C-29 zoning for that property. Mr. Robertson noted the subject tract was platted years ago as commercial property, but there had been an error in the city's map; approval of this request would correct that error. PZC recommended approval pending approval of the comp plan amendment in 2B.

Mayor Pratt declared the public hearing open at 6:13; no one spoke and Mayor Pratt closed the public hearing at 6:13 p.m.

Mr. Stork moved for approval of Ordinance No. 2015-15 as presented on first reading; Mr. Allen seconded the motion and it passed 4-0.

3. PUBLIC HEARING AND ACTION:

3A. Proposed amendments to the Residential Transition (RT) Zoning District, to include development regulations regarding building size, building appearance, off-street parking, front yard requirement, sign restrictions, and land being used as churches and schools.

Mr. Robertson noted that churches and schools were recently exempted from sections i and ii; PZC proposed that churches and schools also be exempted from sections iii, iv, and v. He requested direction from council to prepare an ordinance that would exempt churches and schools from development regulations in the RT district based on the proposed amendments:

Subsections 11-I-10(f)(3)(i)-(v):

(i) Building area: allow buildings to exceed 3,000 sq. ft.

(ii) Building appearance: removed "brick" and "rock" and added "masonry exterior."

(iii) Off Street Parking: removed requirement that parking be allowed only on the side or rear of a building.

(iv) Front Yard Requirements: eliminated.

(v) Sign Restrictions: eliminated.

Mayor Pratt opened the public hearing at 6:16 and the following person spoke:

1. Steve King questioned how this would affect properties city-wide or if it would affect only new construction.

Council noted the amendment would only exempt churches and schools in the RT zone from these requirements.

No one else spoke and Mayor Pratt closed the public hearing at 6:18 p.m.

Council instructed staff to prepare an ordinance as presented for recommendation by PZC and future consideration by council.

4. CONSIDERATION AND POSSIBLE ACTION:

4A. Request by the Joint Airport Board to proceed with the refurbishing of the Mooney parking lot, asphalt repair, and taxiway extension with participation from the City of Kerrville.

Steve King, Airport Board Chairman, and Bruce McKenzie, Airport Manager, noted a request had been received by Mooney for the city and county as joint owners to pave several parking areas on city/county property leased by Mooney. The airport board would provide the materiel and the city and county would provide equipment and labor. This matter was scheduled to be presented to the county commissioners' court on July 13. They estimated 5-6 weeks to coordinate and two days for actual construction.

Mr. Stork moved for the city to participate, but did not want the city street paving program to fall behind; therefore, the city manager could hire an outside contractor to do the city's share if needed. Mr. Allen seconded the motion and it passed 4-0.

4B. Request by property owners to amend the zoning code, land use table for the central business district (CBD)

Mr. Robertson noted requests had been received from two property owners in the CBD to add "death care services" and "printing" to the land use table for uses permitted by right in the CBD. When the CBD was adopted in 2011 several properties became non-conforming; death care services and printing services were allowed to continue as a conditional use. To grant this request would require an amendment to the land use table in the CBD. Mr. Robertson noted the amendment would require two public hearings and go before PZC for their review and recommendation, before final adoption by council.

The following person spoke:

1. Joe Herring noted a print shop had been at his location on Water Street since 1898; he requested printing be a permitted use instead of a conditional use at this location.

Council consensus was to instruct staff to proceed with the process to make the text amendment.

4C. Kerrville Economic Development Corporation fiscal year 2016 funding request in the amount not to exceed $23,750.

Jonas Titas, KEDC Executive Director, was available for questions.

Mr. Stork moved to approve the request as presented and authorize execution of a contract; Ms. White seconded the motion and it passed 4-0.

4D. Authorization to execute an agreed order from Texas Commission on Environmental Quality pertaining to the exceedances of maximum total trihalomethanes (TTHM).

Ms. White questioned: 1) why the letter violation from TCEQ was sent April 24 and it was just now coming to city council's attention; 2) where were the sites that had issues; 3) why the TCEQ report stated the respondent did not respond and did not meet good faith efforts to comply; and 4) the membrane system went down in January, why had it not been repaired sooner? She suggested contacting a consultant for the membrane system.

1. Mr. Barron noted the TCEQ letter was dated June 8 but referred to a notice dated April 24. Mayor Pratt noted the issue was deliberated by the previous council at which time it was noted that the membranes were broken and had to be replaced and council authorized a budget amendment to fund repairs.
2. Mr. Barron noted: Airport, Moore Street, Summit, and College Cove.
3. Mr. Parton noted the letter was TCEQ's standard response form letter.
4. Mr. Barron noted the parts had been on order and should be here by the end of the month. The membrane plant produced 1 mgd; a conventional plant produced 5 mgd.

Mr. Stork moved to authorize the mayor to execute the agreement; Mr. Allen seconded the motion and it passed 4-0.

4E. <u>Authorization to execute contract with Public Sector Personnel Consultants in the amount of $15,000 to review the City of Kerrville compensation study dated August 2013</u>.
Mr. Parton noted the city received a study from PSPC in August 2013, and the city completed implementing recommendations in that report in FY2014 and FY2015. He recommended contracting with PSPC to update that study in order to maintain market conditions. Specifically, he proposed that the study: review job descriptions, evaluate salary compression and step plan issues, identify any deficiencies, and make recommendations on implementation. He recommended that the same benchmark cities used in 2013 be used for the update as those cities were comparable to Kerrville, and that implementation of any changes would occur in the FY2017 budget.

Mayor Pratt stated that employees should be paid market wages and the study would make that determination.

Mr. Stork moved to authorize execution of the contract as presented. Mr. Allen seconded the motion and it passed 3-1 with Councilmembers Stork, Allen, and Pratt voting in favor of the motion, and Councilmember White voting against the motion.

4F. <u>Presentation of fiscal year 2016 budget and direction to staff</u>.
Mr. Parton reviewed the draft 2016 budget:
• Maintained the existing property tax rate of $0.5625; a 2.5% increase in overall assessed value.
• Maintained current water and sewer rates.
• Maintained existing levels of service.

• FY2016 revenues estimated at $48.8 million, which was a 1.5% increase from FY2015; general fund generated about 50% and utility rates generated about 24%.
• Anticipated sales tax collection increase of 4%, about $233,000.
• Expenditures increase by 2.4%.
• Funded salary increases (step and merit). Personnel costs were the largest category of expenditures at 44.8% of total budget and 1.3% above FY2015.
• Allocated funds for positions that were frozen in 2010 in the police department.
• Continued to expand street paving program with past assistance of a grant from the Cailloux Foundation to purchase equipment; 2016 street maintenance budget increased to $1,000,000.
• Allocated $600,000 to fire reserve fund to cover any unforeseen budget shortfall or equipment replacement in the future. City provides EMS and fire service county-wide.
• Fire/EMS: ambulance unit remount ($119,000) and equipment replacement/ upgrades ($214,000)
• Public works: dump truck ($83,000) bobcat loader ($67,000), and sound attenuated bypass pump ($48,000).
• Water and sewer fund: $3 million transfer to CIP for capital projects.
• Parks and recreation: one new crew leader position, increased overtime for special events, increased supplies for expanded park system, and purchase of one new mower.
• Capital/vehicle replacement ($256,000).
• Anticipated operation of athletics complex; construction begin in FY2016, and fully operational in FY2017.
• Reviewed projects completed in the last few years.
• Reviewed ongoing capital projects: Cailloux Theatre expansion, landfill permitting, athletic complex, river trail expansion, Jefferson transmission and lift station, water reclamation clarifier and improvements, TTHM (total trihalomethanes) improvements, phase I construction of reuse pond.

The consensus of council was to schedule the budget workshop for Monday, July 21, 1:00-5:00 p.m.

Mayor Pratt requested two items be included in the budget: 1) Body cameras for police, expenses in FY2016, actual purchase in FY2017. Mr. Parton estimated $180,000 annual expense for equipment and personnel; and 2) Grant writer, third party at no cost to the city.

4G. <u>Discussion and possible action to withdraw the contract of sale with the Cailloux Foundation Properties, L.L.C. for a proposed athletic complex at the intersection of Holdsworth Drive and Town Creek Road and resubmit the Gift of Parkland and Project Management Services Agreement with the Cailloux Foundation Properties, L.L.C. (CF) for said athletic complex</u>.
Ms. White noted the contract of sale was approved by the previous council on April 28. The city manager then placed an item on the June 23 agenda to approve an amendment that was not authorized by the council. She stated that the entire intent of the contract of sale changed to a gift of parkland and project management

services and she reviewed changes that had been made by staff. The city now had two separate contracts, one approved on April 28 entitled a contract of sale, and one approved on June 23 entitled gift of parkland and project management services, which council had not had time to review as it was provided just prior to the meeting. She opined that having two substantially different contracts may create future problems: 1) Two separate signed documents with two different effective dates; and 2) Substantive changes had been made to the agreement after it was approved by council on June 23 without council authorization. Council then received another red-lined draft on June 26 from the city attorney on July 1 and more changes to that document, including a $1.5 million figure that was not in earlier versions. She noted the final document was an entirely different document than was contemplated by previous council and substantive changes had occurred between council's previous motion and the final document. She noted the first contract limited city spending to $9 million; however, the new gift agreement did not limit the dollar amount to be spent by the city. The gift agreement also added language that if the city did not start construction within a year or complete the project within four years, the property would revert back to the CF; this was not contemplated in the previous agreement.

Ms. White stated the document was presented to council and council did not authorize staff to make amendments or negotiate a contract with CF that was already in existence. She was concerned about protocol, and had to wonder if changes were being made after a final document was voted on by council. What was approved and voted on by council in a meeting should be the final document. She suggested council consider terminating the contract for sale and consider issuing a new agreement for a gift of parkland and project management services.

The following persons spoke:
1. Robert Naman questioned: 1) Wanted assurance that $9 million plus interest would be the maximum total cost to the city for the sports complex; 2) Would the city require a performance bond from the foundation; 3) If so, would the bond guarantee that the city would not pay more than $9 million total cost; 4) Had the city applied to or received approval from TCEQ and EPA for any runoff into Town Creek; 5) If annual projected income falls short, would the city need to raise taxes or cut other services to make up for that shortfall; 6: During drought periods would the sports complex have priority rights over homeowners for water usage?

Mayor Pratt noted a performance bond would be required of the contractor as part of bid process. Mr. Parton noted that under the new contract, the project would be a city-managed construction project and the city would have to manage any cost overruns, e.g. reduction in project or change orders, same as any other city-run and city-bid project.

Council noted that the previous city council accepted the contract of sale as a gift from the CF; city staff did not enter into negotiations to amend the contract; this was contemplated by the CF because of public outcry, and staff was bringing that proposal to council for consideration. Staff notified the council of the proposed changes through emails and council had opportunity to give input into the changes and staff brought those changes back to council and council approved the agreement. The basic agreement did not change

Mayor Pratt called for a motion; no motion was made.

2. Barbara Burton noted that the city council agreed to a contract and that contract changed; should the council now have to agree to those changes? Since there were changes after the council agreed to the contract, should there be a new agreement?

Mayor Pratt noted that CF suggested the changes to better meet the city's needs, CF presented the changes and the new agreement came back to council and was approved.

5. INFORMATION AND DISCUSSION:

5A. Main street program activities report.
Ms. Snyder noted the main aspect of the main street program was a focus on economic growth and stability and historic preservation. The Texas Main Street program had been in existence for 34 years, and Kerrville was celebrating 20 years in the program. The Main Street Advisory Board was currently reviewing applications for the purchase of a second public art project to be installed by the end of summer. She noted that $73 of every $100 spent at a small local business stayed in the local economy and had three times the impact on the local community than money spent at national chains. The Hwy. 16/27 intersection was the second busiest intersection in Kerrville and had 23,000 cars per day. 15% of Kerrville's total sales tax revenue was generated from downtown businesses; downtown consistently generated three times the sales tax revenue than that of Riverhills Mall based on sales tax revenue. Since November 2014, eight new businesses opened in downtown.

6. BOARD APPOINTMENTS:

6A. Appointments to the Main Street Advisory Board. Mr. Stork moved to reappoint Mindi Franklin and Melissa Southern with term to expire May 31, 2017. Mr. Allen seconded the motion and it passed 4-0.

7. ITEMS FOR FUTURE AGENDA:

8. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- Bonds for the proposed sports complex were sold and the city received $9 million today. The Texas Attorney General's Office reviews all bond issues in the state, and evidently the AGO did not find any problem with the city's bond issue.
- The July 4th event was well attended; appreciation was expressed to the 4th on the River organization, Mamacita's for fireworks, and city staff.
- The police department was accepting applications for citizens police academy.
- Movies in the park would be on July 17 at Kerrville Schreiner Park.

- A letter was read from Republic Services addressed to Kerrville residents; they were sorry and embarrassed that the new cart delivery and conversion to automated service had not gone well, and they would work to correct all outstanding issues. People should report any problem to Republic at 830-257-3831. Also, Republic will assist disabled people when contacted.
- Car burglaries were increasing; people should not leave cars unlocked.
- Remember the family of L.D. Brinkman who recently passed away.
- The spray park in Louise Hays Park would be closed for a few days starting July 6.

9. EXECUTIVE SESSION:

Mr. Stork moved for the city council to go into executive closed session under Sections 551.073 of the Texas Government Code; motion was seconded by Mr. Allen and passed 4-0 to discuss the following:

9.A. Section 551.073:

Deliberation of a negotiated contract for a prospective gift or donation to the city as deliberation in an open meeting would have a detrimental effect on the City's position with a third person.

At 7:43 p.m. the regular meeting recessed and council went into executive closed session at 7:45 p.m. At 7:50 p.m. the executive closed session recessed and council returned to open session at 7:50 p.m. The mayor announced that no action had been taken in executive session.

10. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION None.

ADJOURNMENT. The meeting adjourned at 7:50 p.m.

APPROVED: ______________ ______________________

ATTEST: Jack Pratt, Jr., Mayor

____

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
July 21, 2015

On July 21, 2015, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Pratt in the city hall council chambers at 701 Main Street. The invocation was offered by Susan Liljestrand, Director of Church Relations for Schreiner University, followed by the Pledge of Allegiance led by Fire Chief Dannie Smith.

COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Gary F. Stork	Mayor Pro Tem
Stephen P. Fine	Councilmember
Bonnie White	Councilmember
Gene Allen	Councilmember

COUNCILMEMBER ABSENT: None

CITY CORE STAFF PRESENT:

Todd Parton	City Manager
Kristine Day	Deputy City Manager
Brenda G. Craig	City Secretary
Sandra Yarbrough	Director of Finance
Ashlea Boyle	Special Projects Manager
Kim Meismer	Director of General Operations
David Knight	Police Chief
Dannie Smith	Fire Chief

VISITORS PRESENT: List on file in city secretary's office for the required retention period.

1. **VISITORS/CITIZENS FORUM:** No one spoke.

2. **CONSENT AGENDA**:

Mr. Stork moved for approval of consent agenda Items 2A, 2B and 2C; motion was seconded by Mr. Allen and passed 5-0:

2A. Letter agreement to the project funding agreement between the Economic Improvement Corporation, Inc., City, and Playhouse 2000, Inc., for the construction of the support facility, as amended; authorizing acceptance of deed for property upon which project will be built, and authorizing construction.

2B. Construction contract with Huband-Mantor Construction, Inc. for the Cailloux Theater support facility project in the amount of $932,099.00 and change orders which may exceed $50,000.00 but will not exceed a total contract value of $1,025,300.00.

2C. City of Kerrville funding agreement with Kerr Economic Development Corporation in an amount not to exceed $20,865.38.

END OF CONSENT AGENDA

3. **<u>ORDINANCES, SECOND AND FINAL READINGS</u>:**

3A. Ordinance No. 2015-13, amending the city's "Zoning Code" by changing the zoning district of the property located on the southeast corner of the intersection of Water Street and 'G' Street, otherwise known as 1700 Water Street, by removing the property from the 17-C district and placing it within the 19-C district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars ($2000.00); ordering publication; and providing other matters relating to the subject. Mayor Pratt read the ordinance by title only.

Ms. Day noted no changes since first reading and recommended approval.

Mr. Allen moved for approval of Ordinance No. 2015-13 as presented on second and final reading; Ms. White seconded the motion and it passed 5-0.

3B. Ordinance No. 2015-14, amending the Comprehensive Plan for the City of Kerrville, Texas, pursuant to Chapter 213 of the Texas Local Government Code; by revising the Future Land Use Plan for a property located adjacent to the northeast of Legion Drive and between its intersection with Goss Street and Loop 534 (Veterans Highway); and changing the future land use of this area from low-density residential to mixed-use. Mayor Pratt read the ordinance by title only.

Ms. Day noted no changes since first reading and recommended approval.

Ms. White moved for approval of Ordinance No. 2015-14 as presented on second and final reading; Mr. Fine seconded the motion and it passed 5-0.

3C. Ordinance No. 2015-15, amending the city's "Zoning Code" by changing the zoning district of a property located adjacent to and northeast of Legion Drive and between its intersection with Goss Street and Loop 534 (Veterans Highway), by removing the property from the residential mix (RM) district and placing it within the 29-E district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars ($2000.00); ordering publication; and providing other matters relating to the subject. Mayor Pratt read the ordinance by title only.

Ms. Day noted this item was the zoning change for the property in Item 3B; there were no changes since first reading and she recommended approval.

Mr. Stork moved for approval of Ordinance No. 2015-15 as presented on second and final reading; Mr. Allen seconded the motion and it passed 5-0.

4. **<u>CITY COUNCIL RECESS</u>:**

The Kerrville City Council recessed the regular city council meeting to convene a meeting of the City of Kerrville Employee Benefits Trust at 6:08 p.m. Following the City of Kerrville Employee Benefits Trust meeting, the Kerrville City Council reconvened into regular session at 6:23 p.m.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Resolution No. 18-2015, Authorizing the transfer of the ownership of funds from the City of Kerrville to the City of Kerrville Employee Benefits Trust to pay for employee related benefits for fiscal year 2016.
Ms. Meismer noted that due to the action taken by the Employee Benefits Trust in item 4, staff recommended council approve the resolution authorizing the transfer of funds from the City of Kerrville to the City of Kerrville Employee Benefit Trust to pay for the employee benefits for FY2016.

Ms. White moved for approval of Resolution NO. 18-2015; Mr. Fine seconded the motion and it passed 5-0.

5B. Authorization to initiate a land study and planning layout for the city owned property located on Peterson Farm Road.
Mayor Pratt noted the city acquired 88 acres on Peterson Farm Road through the economic improvement corporation, and he proposed the land be used to establish affordable workforce housing and economic development. He proposed a land study and planning layout of the property. Council noted that the matter was presented to EIC and they appeared to support the plan and would provide funding for the study. Mr. Parton estimated the cost of a complete study at about $100,000 to include a site analysis, utility plan, and concept plan that could be used to move forward to platting, zoning, and ultimately development of the property.

Mr. Allen moved to authorize the expenditure of funds for the land study contingent upon approval and funding by EIC. Mr. Fine seconded the motion and it passed 5-0.

5C. Fiscal Year 2016 budget.
Mr. Parton noted a budget workshop was scheduled for August 4 and asked if council had any specific information or direction to staff in preparation of the meeting, and council responded with the following:

- Health care stabilization reserve fund.
- Water/wastewater improvements feasibility charcoal system to reduce TTHM (total trihalomethanes).
- Gateway sign at IH-10 and SH783. It was noted that no tax funds were used for the gateway sign at IH-10 and SH16; it was paid for through fund raising efforts of the main street advisory board.
- Increase street maintenance program.
- The water filtration membrane system at the water plant needed more immediate attention (proposed in the 2017 CIP).
- Long range plan for Olympic Pool/aquatic center.
- Plan to establish workforce housing.

6. INFORMATION AND DISCUSSION:

6A. Budget update.

Ms. Yarbrough gave the financial report year to date for the period ending June 30, 2015: general fund revenues totaled $19,949,008 and expenditures $16,520,483; water and sewer fund revenues totaled $6,275,024 and expenditures $8,869,935; hotel/motel fund revenues totaled $750,532 and expenditures $684,224; 48 permits for new residential construction and 21 for new commercial construction.

7. ITEMS FOR FUTURE AGENDA:

- Invite Republic Services to attend a council meeting to discuss issues related to the transition to automated pick up and get a date for completion of transition.
- Update on zoning ordinance input committee report.

8. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- Several recent building demolitions had taken place causing dust and inconvenience; studies proved that the dust from the Family Sports Center did not contain asbestos as rumored.
- The community supported a lot of programs and fund raising projects for local veterans.
- The police department was accepting applications for citizens police academy.
- Groundbreaking for Cailloux Theater support facility was scheduled for July 30 at 9:00 a.m. Jeffrey Brown, director of Playhouse 2000, stated the new facility would allow P2K to double their youth programs.
- Jack Pratt had been awarded the Gary Brown City Service Award by the Texas Public Power Assn. for outstanding leadership and dedication by a municipal officer.

9. EXECUTIVE SESSION:

Mr. Stork moved for the city council to go into executive closed session under Sections 551.073 of the Texas Government Code; motion was seconded by Mr. Fine and passed 5-0 to discuss the following:

9.A. Section 551.072 and 551.073:

Deliberation of a negotiated contract for a prospective gift or donation to the city as deliberation in an open meeting would have a detrimental effect on the City's position with a third person.

At 6:50 p.m. the regular meeting recessed and council went into executive closed session at 6:55 p.m. At 7:02 p.m. the executive closed session recessed and council returned to open session at 7:02 p.m. The mayor announced that no action had been taken in executive session.

10. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION None.

ADJOURNMENT. The meeting adjourned at 7:02 p.m.

APPROVED: ______________

ATTEST: ______________________ Jack Pratt, Jr., Mayor

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
OF A SPECIAL MEETING

KERRVILLE, TEXAS
JULY 16, 2015

Thursday July 16, 2015, a meeting of the Kerrville City Council and the Kerrville Convention and Visitors Bureau was called to order by Mayor Pratt at 7:05 a.m. at the Inn of the Hills Hotel & Conference Center, Bluebonnet Room #2, 1001 Junction Highway, Kerrville, Texas. Invocation was offered by Marie Woodard, CVB staff.

CITY COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Gary Stork	Mayor Pro Tem

CITY COUNCILMEMBERS ABSENT:

Gene Allen	Councilmember
Stephen Fine	Councilmember
Bonnie White	Councilmember

CITY CORE STAFF PRESENT:

Todd Parton	City Manager
Brenda G. Craig	City Secretary
Sandra Yarbrough	Director of Finance

CVB BOARD MEMBERS PRESENT:
John Grimes, Chairman
Greg Maxwell, Vice-Chairman

John Helm	Karol Schreiner
Jan Lynch	Laura Russell
Tom Myers	

CVB STAFF PRESENT:
Charlie McIlvain, President and Chief Executive Officer
Marie Woodard, Director of Sales
Julie Land, Vice President of Operations
Leslie Jones, Communications and Services Coordinator
Amber Hanes, Visitor Center Receptionist

PRESENTATION OF THE KERRVILLE CONVENTION & VISITORS BUREAU (CVB) BUDGET AND MARKETING PLAN FOR 2015/2016:
Mr. McIlvain presented the CVB 2014 annual report and the CVB 2015/2016 Marketing Plan. He noted that the use of hotel occupancy tax (HOT) funds was regulated by the state to promote overnight tourism. The CVB visitors center was open seven days a week and the kiosk provides information when the center is closed. 72% of the CVB visitors were from Texas. Advertising and marketing dollars were allocated: 42% print; 40% television, and 18% digital; marketing campaign shifts major focus on social media. One-third of the city's tax revenue during 2014 was generated by tourism; including $63 million in direct travel spending and 1,050 jobs.

Mr. McIlvain noted several major challenges:
-Lack of conference center; largest meeting space 22,000 sq. ft.; cannot accommodate larger functions.
-Aging hotel inventory; no new hotel rooms added in past 10 years. Council discussed incentives for older hotels to undertake facility upgrades.
-Limit number of attractions.
-Signage and lighting at major entry points; TxDOT removed signs that were on I-10.

Mr. McIlvain noted that the recent park improvements and river trail and the proposed sports complex will be a major boom to tourism and the local economy.

The meeting adjourned at 8:17 a.m.

APPROVED: ____________________ ______________________________
ATTEST: Jack Pratt, Mayor

____
Brenda G. Craig, City Secretary

CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION
JOINT CITY COUNCIL AND EIC MEETING June 22, 2015

On Monday June 22, 2015, Mayor Jack Pratt called the City Council to order, and President David Wampler called the City of Kerrville Economic Improvement Corporation to order at 3:00 p.m. for the Joint Meeting of the City Council and City of Kerrville Economic Improvement Corporation in the Upstairs Conference Room of City Hall, at 701 Main Street, Kerrville, Texas.

City Council Members Present:
Jack Pratt, Mayor
Gary Stork, Mayor Pro-Tem
Gene Allen
Stephen P. Fine
Bonnie White

Members Absent:
None

EIC Members Present:
David Wampler, President
Gary Cochrane, Vice President
Sheri Pattillo, Secretary
Delayne Sigerman
Paul Stafford
Gary Stork
James Wilson

Members Absent:
None

City Executive Staff Present:
Todd Parton, City Manager
Mike Hayes, City Attorney
Kristine Day, Deputy City Manager
Cheryl Brown, Deputy City Secretary
Sandra Yarborough, Director of Finance
Ashlea Boyle, Special Projects Manager
Malcolm Matthews, Parks and Recreation

Visitors Present: Visitor list available in the City Secretary's Office for the required retention period.

DISCUSSION AND POSSIBLE ACTION:

Discussion and direction to city staff regarding the construction of western segments of the river trail:

The Councilmembers and City of Kerrville Economic Improvement Corporation members discussed the various options for further construction of western segments of the river trail. There were several questions from the audience, which were answered by both Councilmembers and EIC members. No action was taken by either the City Council or the City of Kerrville Economic Improvement Corporation.

Discuss and provide direction to staff regarding the FY2016 City of Kerrville Economic Improvement Corporation budget to include capital projects.:
Due to time concerns, this item was not discussed.

The consensus of the Councilmembers and the City of Kerrville Economic Improvement Corporation members was to schedule another joint meeting in the near future to further discuss both of the items on this agenda.

ADJOURN
The City Council was adjourned by Mayor Jack Pratt, Jr. at 3:59 p.m.
The City of Kerrville Economic Improvement Corporation was adjourned by President David Wampler at 3:50 p.m.

APPROVED: ____________________
City Council:

____
Jack Pratt, Mayor

Economic Improvement Corp.:

____
David Wampler, President

ATTEST:

____
Cheryl Brown
Deputy City Secretary

On July 21, 2015, the City of Kerrville Employee Benefits Trust met at 6:08 p.m. in the city hall council chambers, 701 Main Street, Kerrville, Texas.

COUNCILMEMBERS PRESENT:

Jack Pratt	Chairman
Gary Stork	Vice-Chairman
Gene Allen	Member
Stephen Fine	Member
Bonnie White	Member

COUNCILMEMBER ABSENT: None.

CITY EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Kristine Day	Deputy City Manager
Brenda G. Craig	City Secretary
Kim Meismer	Director of General Operations

CONSIDERATION AND POSSIBLE ACTION:

Approval of the renewals and rates for the Fiscal Year 2016 employee benefit plans.

- Medical: Blue Cross Blue Shield of Texas
- Dental: MetLife
- Vision: MetLife
- Group Life & AD&D, Voluntary Life & AD&D, and Short Term Disability: Lincoln Financial Group

Bob Treacy, Gallagher & Associates, noted that under Chapter 222 of the Texas Insurance Code a municipality may be exempted from the \$1.75% annual tax if it establishes a benefit trust or participates in a Chapter 172 risk pool; by establishing the trust, the city has saved almost \$50,000 a year since 2009. The funds are transferred from the city into a separate trust fund and managed separately from the city's funds. There are no overhead charges for the employee benefit trust. Mr. Treacy explained the term "spouse surcharge"; under the Affordable Care Act employers are not mandated to provide coverage to spouses who work for another employer that provides coverage; therefore, if the spouse is eligible for coverage under their employer's plan and wish to stay on their spouse's plan, a surcharge can be applied. He also noted that under the Affordable Care Act another tax will hit employers in 2016, the "Cadillac Tax" whereby employers who offer better health care plans than mandated can be charged an additional tax.

Ms. Meismer recommended council approve the following plans:

-Medical: Blue Cross Blue Shield of Texas: 5% decrease in premium for FY2016 in addition to the 3.7% decrease from FY2014; same plan; and one year rate guarantee. Also, a reduction of over \$70,000 in city contribution for the year, and

the contribution per employee per year decreased from $6,907 in FY2015 to $6,655 in FY2016.
-Dental: MetLife: same plan, 4% increase in city's contribution ($269 PEPY) toward dependent coverage; total increase of $6,563 annually; employee contribution unchanged; and one year rate guarantee.
-Vision: MetLife: voluntary plan, no change in rate or benefits, one year guarantee.
-Life and AD&D: Lincoln: no change in life and AD&D (accidental death and dismemberment); voluntary short term disability increase from $0.45 to $0.495 per $10 of benefit (average employee plan would result in $1.80 increase per month); and two year rate guarantee.

She recommended the city's contribution for employee benefits be budgeted at $7,000 per employee for FY2016, and approval of the contracts to provide the group benefits as presented.

Council discussed putting funds into a health care stabilization reserve fund to offset drastic premium increases that may occur in the future.

Mr. Allen moved to award the employee group benefits and to authorize the city manager to execute contracts as presented. Mr. Stork seconded the motion and it passed 5-0.

Adjournment.
The City of Kerrville Employee Benefits Trust meeting adjourned at 6:23 p.m.

APPROVED: ____________________ ____________________________
ATTEST: Jack Pratt, Jr., Chairman

____
Brenda G. Craig, City Secretary

Agenda Item:

3B. Resolution No. 21-2015 authorizing the use of internal combustion engines on Nimitz Lake upstream of the city's impoundment dam for the Kerrville Triathlon and the safety of competitors. (staff)

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

SUBJECT: Resolution No. 21-2015 authorizing the use of internal combustion engines on Nimitz Lake upstream of the city's impoundment dam for the Kerrville Triathlon Festival

FOR AGENDA OF: August 11, 2015 **DATE SUBMITTED:** July 28, 2015

SUBMITTED BY: Ashlea Boyle AB
Special Projects Manager

CLEARANCES: Todd Parton
City Manager

EXHIBITS:
1. Resolution No. 21-2015
2. Map of Swimming Event

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:	Project Number:
$	$	$		

PAYMENT TO BE MADE TO:
REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

The 5th Annual Kerrville Triathlon Festival produced by High Five Events of Austin will be held September 26-27, 2015. The event will again consist of a sprint, quarter, and half ironman distance triathlons. The swimming portion of the triathlon will be in the Guadalupe River with the start and finish on the grounds of the former Family Sports Center at the northern end of Guadalupe Street. This will require use of watercraft equipped with internal combustion engines for course preparation (placement of buoys) as well as the monitoring and potential rescue of distressed swimmers.

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

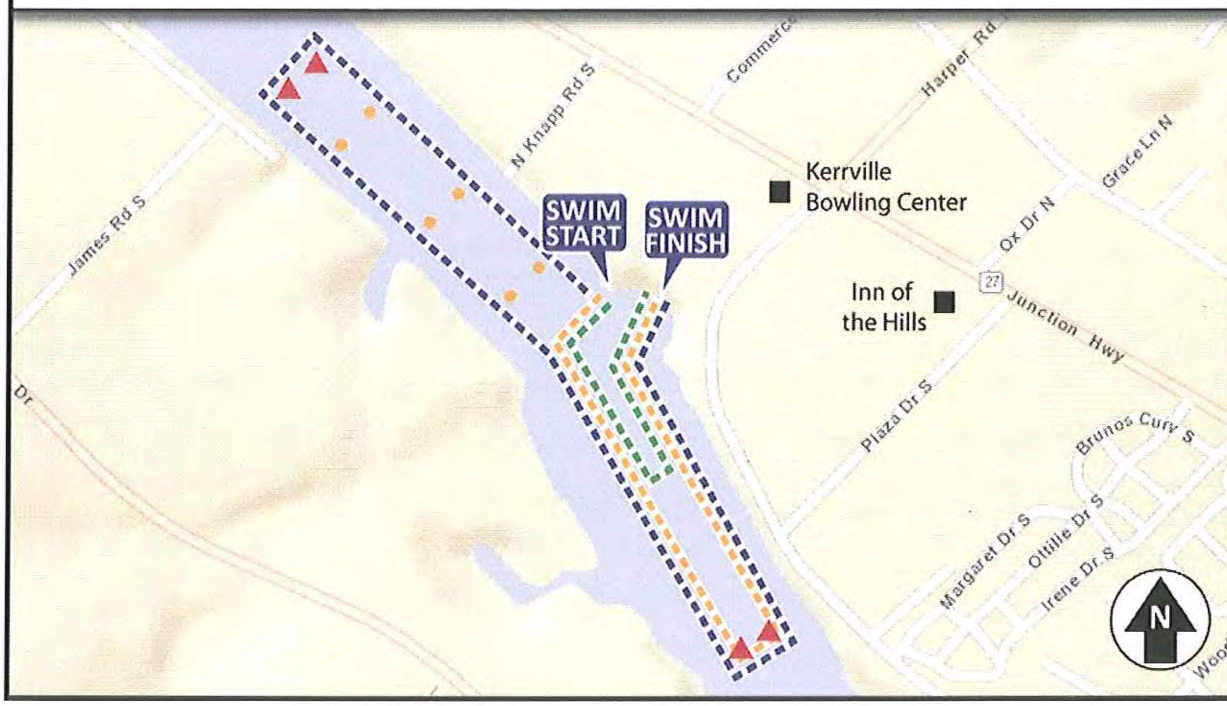
RECOMMENDED ACTION

City staff recommends adopting Resolution No. 21-2015 authorizing High Five Events to operate watercraft equipped with internal combustion engines on Nimitz Lake for the course preparation as well as to ensure safety of the competitors for the Kerrville Triathlon Festival.

KERRVILLE Triathlon Festival
SMOKIN' GOOD TRI

SWIM COURSE

Half	Quarter	Sprint
1.2 miles	1000 m	500 m



CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 21 -2015

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

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

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

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

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

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

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

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

a. the authority is granted to High Five Events, LLC, of Austin Texas, their agents, or representatives and no other person or group;

b. the authority is valid from September 23, 2015, through October 1, 2015; and

c. authority is limited to no greater than five (5) boats with such engines.

SECTION TWO. This Resolution and the authority granted hereby shall automatically expire and be revoked on October 2, 2015.

PASSED AND APPROVED ON this the _______ day of _________________, A.D., 2015.

____
Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

ATTEST:

____
Brenda G. Craig, City Secretary

T:\Legal\Resolutions-General\Authority to use combusion engine_Ch. 118_Nimitz Lake_Triathlon_072815.doc

Agenda Item:

3C. License agreement with Revolution Broadcasting, LLC for the Rev Fest music event in Louise Hays Park on October 17, 2015. (staff)

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

SUBJECT: License agreement with Revolution Broadcasting, LLC for the Rev Fest event in Louise Hays Park on October 17, 2015

FOR AGENDA OF: August 11, 2015 **DATE SUBMITTED**: August 6, 2015

SUBMITTED BY: Malcolm Matthews
Director, Parks and Recreation

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: Exhibit A, Licensed Premises

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$ 0	**$ 0**	**$ 0**	

PAYMENT TO BE MADE TO:
REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The creation of a more favorable location for special events was one of the goals of the recently completed improvements to Louise Hays Park (LHP) and the River Trail. Use of these venues for *Kerrville's 4th on the River* and the upcoming *Kerrville Triathlon* has prompted more event requests.

Revolution Broadcasting, LLC (local FM station 94.3 REV FM) has requested the use of LHP for a one day music and entertainment event, ***Rev Fest***, on Saturday, October 17, 2015. This event will include a fenced concert area that will feature Rock, Blues, Country, Tejano, and Jazz, to include performances by the *Fabulous Thunderbirds*, the *Texas Tornadoes*, and other artists throughout the day and evening. A wide variety of food, drink, and activities by area restaurants and merchants is planned for the entire family. The event is scheduled to start at 10 a.m. and end at 10 p.m. The ending time allows for patrons to exit the park prior to the park closure at 11 p.m.

Vendors will be placed in the park, both inside and outside of the gated concert area. A fee will be charged for the concert/stage area ($15 advanced sale tickets; $20 at the gate; 12 yrs. and younger – FREE). The tile sponsor is Ken Stoepel Ford of Kerrville with a portion of the event proceeds dedicated to MD Anderson Hospital – Ewing's Sarcoma Cancer Research.

City staff has been working with REV FM on the details of the event since March. The terms of the license agreement are consistent with other large events held in LHP. A summary of the license agreement terms are:

- Agreement is for the 2015 event, only.
- Agreement includes one day (October 16th) for set-up and two days (October 18th/19th) for clean-up, in addition to the one day event (October 17th).
- The event area (Licensed Premises) is defined on Exhibit A of the agreement (attached).
- City services will include street closures/barricading, traffic/pedestrian control, and emergency services.
- The licensee will be responsible for site management of the Licensed Premises, to include the planning/securing/funding of activities and performances, operation of the performance area (concert stage and audience location) with fencing, ticket sales/gate control, comfort stations, securing permits, trash removal, and paying for entertainment and taxes.
- The fenced performance area for the concert is a ticketed event (both advanced sales on-line and at the door). The performance area will be the only area where alcohol will be sold, but no alcohol or glass containers can be brought into the fenced area. Attendees will be allowed to bring chairs, blankets, towels, coolers, or similar products into the event.
- Safety to attendees will be of the highest priority, to include first aid stations, emergency routes, free water sources for the public, and Police and EMS on site.
- The licensee will provide no less than one portable toilet for every 100 attendees to the event.
- Nudity, partial nudity, inappropriate displays/activities, or discrimination will be prohibited.
- The licensee will indemnify the city and be responsible for securing all required insurance, permits, and utilities for the event and will provide all marketing.
- The River Trail will remain open to the public throughout the duration of the event.
- Access by Kerrville Kayak and Canoe to their concession location along the river will be allowed at the start and end of their open period.

As with other large events in LHP, the park will be closed to vehicular traffic the day of the event and Thompson Dr. will be closed from Hwy 16 to Culley Dr. (6pm to 10pm). Pedestrian access into the park will be allowed at all times during normal park hours (dawn to 11 p.m.).

RECOMMENDED ACTION

Staff recommends the approval of the license agreement with Revolution Broadcasting, LLC for the Rev Fest event in Louise Hays Park on October 17, 2015.

LICENSE AGREEMENT FOR SPECIAL EVENT
(Rev Fest)

THIS LICENSE AGREEMENT ("Agreement") is entered into and effective as of the _____ day of _________, 2015, by and between City of Kerrville, Texas ("City"), a Texas home-rule municipal corporation, acting through its City Manager; and Revolution Broadcasting, LLC ("Revolution"), a Texas limited liability company, acting by and through its duly authorized officer. Collectively the City and Revolution may be referred to as the "Parties" and individually as the "Party".

BACKGROUND

WHEREAS, Revolution will produce and oversee the Rev Fest music event scheduled for October 17, 2015 ("Event"), for the citizens of Kerrville and others; and

WHEREAS, this Agreement formalizes the understandings regarding this Event and to help ensure the establishment of appropriate safeguards for a safe and successful Event; and

WHEREAS, the Event will be held within the City's Louise Hays Park, as indicated as the licensed premises on the map found at **Exhibit A**, will benefit the public through the offering of entertainment, and will encourage tourism and the promotion of the downtown area;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties have agreed as follows:

I. LICENSE FOR USE OF CITY PROPERTY

1.1 Revolution is the coordinator of the Event, to include securing musical entertainment, food and drink vendors, and staging, fencing, and booths.

1.2 City grants Revolution the right to temporarily use and occupy the Licensed Premises for the Event, subject to the terms and conditions of this Agreement. The Licensed Premises is located as indicated on the map, which is attached as **Exhibit A**. Revolution shall use the Licensed Premises solely for the operation of this Event and for no other purpose.

1.3 Revolution, at all times, shall control its employees, contractors, agents, representatives, vendors, concessionaires, and volunteers. City may remove any and all such persons from the Licensed Premises who engage in disorderly or unsafe conduct. In the event of the exercise of this authority, Revolution waives any and all claims for damages against the City and its officers, employees, and agents on account thereof.

II. TERM AND TERMINATION

2.1 The term of this Agreement is from the date the Agreement is executed by both parties, as indicated below, through October 18, 2015. Each Party has the right to terminate this

Agreement upon providing the nonterminating Party with ten (10) days written notice of intent to terminate this Agreement.

III. IMPROVEMENTS

3.1 Revolution shall not construct, or allow to be constructed, any permanent improvements or structures on the Licensed Premises nor shall Revolution make, or allow to be made, any alterations to the Licensed Premises unless approved by the City Manager or designee ("City Manager") in writing.

IV. RULES, REGULATIONS, AND RESPONSIBILITIES

4.1 Revolution shall comply with any request of the City Manager, the City's Police Department and its officers, and the City's Fire Marshal with respect to the health and safety of the public, including crowd management and control. Contingency plans for security and public services necessary for a larger crowd than anticipated will be discussed and agreed to with the City prior to the Event.

4.2 City, to include its City Manager and employees of its Parks and Recreation Department, Police, Fire, EMS, and/or other representatives, shall have the right at any time to enter any portion of the Licensed Premises for any purpose. The Licensed Premises will at all times remain under the sole charge and control of the City Manager. The entrances and exits of the Licensed Premises will be open or closed under the direction of Revolution in accordance with the terms of this Agreement and the normal constraints for public safety as solely determined by the City Manager.

4.3 Revolution shall ensure that all pathways, entrances, and points of ingress and egress remain unobstructed and that such is not used for any other purposes other than public ingress or egress.

4.4 Revolution acknowledges and agrees that the Licensed Premises is located within the City's Louise Hays Park, which is a public park and which will remain open to the public at all times during the Event. Thus, Revolution is responsible for providing and installing fencing around the Licensed Premises or an area (*e.g.*, the "performance area") within the Licensed Premises), if deemed necessary by Revolution, to control and limit access to the Event to those paying an entrance fee. If fencing is installed, fencing must include easily removed sections for safety and crowd management purposes. Fencing installation and removal should include a visual inspection of the grounds to remove wire clippings and product(s) that may have become dislodged or dropped during installation. Revolution shall ensure that any entrance and exit gates to the Licensed Premises do not impede the public right of ways and will accommodate a smooth and efficient flow of persons without causing undue wait times or conditions that may create crowd assembly. Revolution acknowledges and agrees that the City's River Trail will remain open and may not be blocked at any time and that emergency access is to be made available throughout the Licensed Premises during the term of this Agreement. In addition, Revolution acknowledges and agrees that it will ensure access to City's watercraft concessionaire at the beginning and end of each day of this Agreement.

4.5 Revolution shall not bring or permit anyone to bring or keep anything into the Licensed Premises that will or may increase the fire hazard or adversely affect the Licensed Premises. Revolution shall not bring any personal property onto the Licensed Premises or place or put up any decorations that may damage Licensed Premises without the consent of the City Manager.

4.6 Revolution shall not admit into the Licensed Premises more persons than is determined by the City Manager and/or Fire Marshal can safely or freely move about within the Licensed Premises and the decision of the City in this respect will be final. Following its review of plans and preparation made by Revolution, City will provide such numbers to Revolution at least twenty-four (24) hours prior to the Event.

4.7 Revolution shall comply with all rules of the Texas Alcoholic Beverage Commission (TABC) with respect to the sale and consumption of alcohol, to include the receipt of appropriate license(s) for its activities.

4.8 Revolution may permit persons to enter the Licensed Premises with lounge chairs, blankets, towels, or similar products. Revolution shall take reasonable steps to prohibit and prevent anyone from bringing alcohol or glass containers into the Licensed Premises.

4.9 Revolution shall provide water for attendees within the Licensed Premises at a nominal cost via a licensed vendor in clear plastic factory sealed containers. Attendees will not be allowed to bring any outside food or beverages within the Licensed Premises. Revolution shall ensure that this policy is clearly expressed to the public in its marketing and promotion materials prior to the Event and at the entrance to the Licensed Premises.

4.10 Revolution and its employees, contractors, agents, representatives, vendors, concessionaires, and volunteers shall conduct the Event in accordance with federal, state, and local laws, including applicable noise regulations.

4.11 Revolution shall pay all applicable federal, state, and local taxes in connection with the Event and Event performances, exhibitions, or entertainment, and shall furnish City all necessary information in order that City may report the transactions to the proper authorities. Revolution is responsible for the collection and reporting of all taxes due any governmental entity for the sale of tickets or sale of other taxable items, including vending and concessions. **REVOLUTION AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF THE COLLECTION, REPORTING, AND/OR PAYMENT OF TAXABLE SALES OCCURRING IN CONNECTION WITH THE EVENT.**

4.12 Revolution may use and place only temporary advertisements, signs, decorations, posters, banners, inflatable balloons, and displays ("signage") in, on, or about the Licensed Premises. All signage shall be subject to the prior written approval of City. Revolution agrees to remove and properly dispose of all signage from the Licensed Premises when Revolution vacates the Licensed Premises.

4.13 Revolution shall establish a first aid/comfort station within the Licensed Premises.

4.14 Revolution should ensure that its vendors have ample water supplies for sale and/or distribution to the public. In addition, Revolution is encouraged to ensure that an ample amount of free public water sources are available as appropriate for the weather conditions existing at the time.

4.15 Revolution is prohibited from selling, distributing, promoting, and/or advertising tobacco or adult-oriented companies, products, or organizations in any manner.

4.16 Revolution shall take all appropriate steps to discourage profanity and obscenity.

4.17 Revolution shall take all appropriate steps to ensure that no activity or method of operation is allowed in, on, or about the Licensed Premises which exposes patrons to nudity or to partial nudity. "Nudity" means total absence of clothing or covering for the human body. "Partial nudity" means exposure of the female breast or the exposure of the male or female pubic area or buttocks.

4.18 Revolution shall take all appropriate steps to ensure that the operation of a massage business, tanning salon, gambling casino, or gambling of any nature does not occur in, on, or about the Licensed Premises.

4.19 Discrimination on account of race, color, sex, age, disability, or national origin, directly or indirectly, in employment or in the use of or admission to the Licensed Premises is prohibited.

4.20 City shall obtain any required parking permits or street closure permits from the Texas Department of Transportation at least ten (10) days prior to the Event.

4.21 Revolution shall secure and provide information to the public regarding parking and designated ADA parking accommodations.

4.22 City shall have final approval for Revolution's placement of all equipment, stages, portable amenities, and signage ("Event Structures") within the Licensed Premises. Revolution shall remove all Event Structures from the Licensed Premises on or before the time specified in the Event Plan, as defined in Section V below.

4.23 Revolution shall secure all local and state permits associated with the Event or require its authorized concessionaires and vendors to obtain such permits.

4.24 Revolution shall assign an event coordinator to ensure compliance with this Agreement and provide City with a single point of contact. Revolution shall provide City with all contact information for the event coordinator, such information to include cell, business, and home telephone numbers and an email address.

4.25 Revolution assumes all liabilities and costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic and performance rights used on or incorporated in conducting the Event. Revolution shall ensure that all applicable licensing fees are paid, such as the American Society of Composers, Authors, and publishers (ASCAP) fee. **REVOLUTION SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM ALL DAMAGES, COSTS, AND EXPENSES IN LAW OR EQUITY FOR OR ON ACCOUNT OF ALL CLAIMS ARISING OUT OF THE USE OF ANY PATENTED, TRADEMARKED, OR COPYRIGHTED MATERIALS, EQUIPMENT, DEVICES, PROCESSES OR DRAMATIC AND PERFORMANCE RIGHTS FURNISHED OR USED BY REVOLUTION, AND ALL CLAIMS ARISING INCIDENT TO THIS AGREEMENT.**

4.26 Revolution shall be responsible for the marketing of the Event and all production costs associated with marketing.

4.27 City grants to Revolution the sole and exclusive right to sell drinks, food, souvenirs, or other merchandise of any sort within the Licensed Premises. Revolution shall be responsible for recruiting and contracting directly with food, beverage, and merchandise vendors and entertainment and Revolution shall be responsible for ensuring all associated permits and licenses have been obtained and are current and available for inspection. Revolution may grant all concession or vending rights to any person or persons, subject to prior, written approval by City. Revolution shall provide City with a list or copy of permits of all permitted food and beverage vendors for the Event.

4.28 Revolution shall take all appropriate steps to prevent and pick-up litter including efforts to prevent and remove litter from the Licensed Premises and Guadalupe River.

4.29 Revolution is prohibited from selling or using glass containers with respect to the serving of food or beverages or where used on any product, merchandise, and/or novelty item. All cardboard boxes and packaging brought on site shall be broken down and collected for recycling. Samples, merchandise, and other items for sale should be removed from plastic and/or paper packaging and recycled or disposed of accordingly.

4.30 Revolution, its employees, contractors, agents, representatives, vendors, concessionaires, and volunteers or the patrons attending the Event are prohibited from giving away free samples or merchandise without the prior, written consent of the City Manager.

4.31 Revolution shall be responsible for the creation and distribution of credentials for the Licensed Premises, including the issuance of any parking passes.

4.32 City is not responsible for providing, installing, and removing temporary fences and barricades within the Licensed Premises for the Event.

4.33 City authorizes Revolution to make electrical connections to existing electrical service for use by Revolution during events, including the provision of electricity for the vendors and the entertainment stage. Revolution shall coordinate electrical service directly with the City, KPUB, and licensed electricians. Any electrical or water service required for the Event beyond that which is currently available will be the responsibility of Revolution.

4.34 Revolution shall be responsible for removing trash during the Event and is responsible for placing, maintaining, and removing trash containers, portable toilets, and grease traps.

4.35 Revolution shall provide portable toilets in an amount not less than 1 per 100 attendees, to be calculated based upon the estimated peak attendance period. In addition, Revolution shall ensure that at least 10% of portable toilets comply with the ADA. The location of the portable toilets shall be identified in the Event Plan, per Section 5.1. Revolution shall remove the portable toilets following the Event. Revolution shall provide separate portable toilets for both entertainer and vendor areas. Revolution shall ensure that hand sanitation stations are provided. City reserves the right to request and approve adjustments to portable toilet services depending on Event size, scope, and details.

4.36 City shall be responsible for street closures and traffic control outside of the Licensed Premises and in accordance with the TxDOT approved traffic control plan.

4.37 City shall provide police, fire, and EMS personnel at the event, and shall place at least one (1) ambulance within the Licensed Premises.

4.38 Revolution shall monitor crowd activities, the operation of ticket booths, and the placement, use, and security of any ATM machines.

4.39 At least thirty (30) days prior to the Event, Revolution shall provide notice to the owner and/or manager of Park Lane Apartments regarding the Event, its date and hours.

V. EVENT PLAN

5.1 Revolution and City shall develop an event plan ("Event Plan") outlining specific responsibilities of Revolution and City based upon duties and responsibilities found within this Agreement. The Event Plan must include: a) security; b) location of structures and equipment; c) Event date/times; d) staging date/times; e) breakdown dates/times; f) advertising and signage; g) street and/or lane closures; h) electrical requirements; i) coordination with local businesses; j) press releases; and k) any other logistical or operational requirements. Revolution shall clearly diagram the location of all vendors and concessionaires on a site plan in a "booth-by-booth" manner.

5.2 The Event Plan must be in writing, finalized, and agreed to by Revolution and City not later than ten (10) days prior to the Event. Modifications after that date must be in writing and agreed to by the City.

VI. DEFAULT AND REMEDIES

6.1 Where a default occurs during the Event that is of a nature that threatens public safety or property damage or is a material breach in the operation of the Event by Revolution, Revolution shall cure such default or breach within one hour of the City's verbal notice to Revolution through Revolution's event coordinator. If a breach cannot be cured within one hour, Revolution shall attempt the cure within one hour and thereafter diligently pursue a remedy.

6.2 Upon the occurrence of an event of default as provided, City may, at its option, declare this Agreement, and all rights and interests created by it, terminated. Upon City electing to terminate, this Agreement will cease and come to an end as if that were the day originally fixed for the expiration of the term hereof; or City may, at its option, resume possession of the Licensed Premises.

6.3 Any termination of this Agreement does not relieve Revolution from any claim for damages then or theretofore accruing against Revolution, and any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Revolution for any default. All rights, options, and remedies of City contained in this Agreement shall be cumulative of the other and City shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this Agreement. No waiver by City of a breach of any of the covenants, conditions, or restrictions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction.

VII. INDEMNIFICATION

7.1 **REVOLUTION COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND VOLUNTEERS, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL DEFENSE COSTS, CLAIMS, LIENS, DAMAGES, JUDGMENTS, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS OF ANY KIND IN LAW OR IN EQUITY AND NATURE ARISING OUT OF OR IN CONNECTION WITH REVOLUTION'S USE AND/OR OCCUPANCY OF THE LICENSED PREMISES TO THE EXTENT IT ARISES OUT OF ANY ACT OR OMISSION OF REVOLUTION OR ANY OF REVOLUTION'S EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, REPRESENTATIVES, VENDORS, CONCESSIONAIRES, VOLUNTEERS, PATRONS, GUESTS, OR INVITEES AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES, INCLUDING ANY DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO: (A) REVOLUTION OR REVOLUTION'S EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, REPRESENTATIVES, VENDORS, CONCESSIONAIRES, VOLUNTEERS, PATRONS, GUESTS, OR INVITEES AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES; OR (B) CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND VOLUNTEERS. THIS INDEMNITY SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM A NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND**

VOLUNTEERS IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, EXCEPT TO THE EXTENT PROVIDED BELOW. IN THE EVENT REVOLUTION AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH TEXAS STATE LAW, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, ITS ELECTED OFFICIALS, OFFICERS, AND EMPLOYEES UNDER TEXAS LAW AND WITHOUT WAIVING ANY OTHER LAWFUL DEFENSES AVAILABLE TO OTHERS.

7.2 Revolution shall promptly advise City in writing of any claim or demand against City or Revolution known to Revolution related to or arising out of Revolution's or City's activities under this Agreement. Further, Revolution shall see to the investigation and defense of any such claim or demand against Revolution or City at Revolution's sole cost until such time as City is found to be negligent by a court of competent jurisdiction. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Revolution of any of its obligations under this paragraph.

7.3 The provisions of this section (and indemnification) are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

7.4 Revolution and its employees, contractors, agents, representatives, vendors, concessionaires, and volunteers while engaged in the performance of any work required by the City or any work related to this Agreement shall be considered representatives, agents, or volunteers of Revolution only and not of City. Any and all claims that may result from any obligation for which Revolution may be held liable under any Workers' Compensation, Unemployment Compensation, or Disability Benefits law or under any similar law on behalf of said representatives, agents, or volunteers shall be the sole obligation and responsibility of Revolution.

7.5 Revolution assumes the sole risk for all personal property placed within the Licensed Premises during Event. City is not liable and Revolution waives all claims for any damage either to the person or property of Revolution and to all others due to the Licensed Premises or appurtenances becoming out of repair or arising from bursting or leaking of water, gas, waste pipes, drainage, flooding, or defective wiring or excessive or deficient electrical current; or from any act or omission of or other occupants of the Licensed Premises, or any other persons; due to the happening of any accident in or about said Licensed Premises. **REVOLUTION SHALL SAVE AND HOLD HARMLESS CITY FROM ANY CLAIMS ARISING OUT OF DAMAGE TO REVOLUTION'S OR OTHER'S PROPERTY OR DAMAGE TO REVOLUTION'S OPERATIONS, SERVICES, AND/OR BUSINESS.**

VIII. INSURANCE REQUIREMENTS

8.1 Prior to the commencement of the Event, Revolution shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall clearly indicate the Event in the Description of Operations block of the Certificate. The original Certificates(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form(s) must have the agent's original signature, including the signer's company affiliation, title, and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. City shall have no duty to perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

8.2 The City reserves the right to review the insurance requirements of this section and to modify insurance coverages and their limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding the Agreement, but in no instance will the City allow modification whereupon the City may incur increased risk.

8.3 As the Revolution's financial integrity is of interest to City, therefore, subject to Revolution's right to maintain reasonable deductibles in such amounts as are approved by City, Revolution shall obtain and maintain in full force and effect for the duration of the Agreement, at Revolution's sole expense, insurance coverage written, on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A.M. Best's rating of no less than A-(VII), in the following types and for an amount not less than the amount listed.

TYPE	**AMOUNT**
1. Commercial General (Public) Liability	
a) Premises/Operations	Statutory
b) Independent Contractors umbrella or excess liability	\$1,000,000/\$1,000,000/\$1,000,000
c) road Form Contractual Liability coverage d) Products/completed operations e) Broad form property damage, to include fire legal liability f) Personal Injury g) Host Liquor Liability h) Liquor Legal Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence, \$2,000,000 general aggregate or its equivalent
2. Comprehensive Automobile Liability a) Owned/Leased Vehicles b) Non-owned Vehicles c) Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence or its equivalent

3. Property Insurance: For physical damage to the property of Revolution, including improvements and betterment to the Licensed Premises	Coverage for a minimum of eighty percent (80%) of the replacement cost of the Revolution's property

8.4 Revolution shall provide Host Liquor and Liquor Liability insurance coverage in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, or its equivalent in umbrella or excess liability coverage or require any person or entity that Revolution has conveyed concession rights for the sale and disbursement of alcoholic beverages, to purchase Liquor Liability insurance and provide a Certificate of Insurance and Endorsement that names Revolution and the City as an additional insured.

8.5 Revolution shall obtain General Liability insurance with minimum limits of not less than $1,000,000 per occurrence, $2,000,000 general aggregate from each vendor or concessionaire sub-licensed by Revolution, and provide a Certificate of Insurance and Endorsement that names Revolution and City as an additional insured.

8.6 City is entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits required by City and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation and are binding upon either party or the underwriter of any such policies.

8.7 Revolution agrees that with respect to the above-required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

A. Name of City and its elected officials, employees, officers, agents, representatives, and volunteers as additional insureds by endorsement as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of: the workers' compensation and professional liability policies;

B. Provide for an endorsement that the "other insurance" clause shall-not apply to the City where the City is an additional insured shown on the policy;

C. Workers' compensation, employers' liability, and property insurance policies will provide a waiver of subrogation in favor of the City; and

D. Provide immediate written notice directly to the City of any suspension cancellation, or material change in coverage.

8.8 City shall have the option to suspend Revolution's performance should the required insurance be cancelled or modified during this Agreement. Revolution's failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement. All notices, replacement certificates of insurance and endorsements shall be delivered to the City to the address indicated below or as may be directed by City.

8.9 In addition to any other remedies the City may have upon Revolution's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, City shall have the right to order Revolution to stop work and vacate the Licensed Premises until Revolution demonstrates compliance with the requirements hereof.

8.10 Nothing herein contained shall be construed as limiting in any way the extent to which Revolution may be held responsible for payments of damages to persons or property resulting from the performance of work covered under this Agreement by Revolution or its employees, contractors, agents, representatives, vendors, concessionaires, and volunteers.

8.11 Revolution agrees that its insurance shall be deemed primary and noncontributory with respect to any insurance or self-insurance carried by City for liability arising out of operations under this Agreement.

8.12 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

IX. SEPARABILITY

9.1 If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the Parties that the remainder of this Agreement will not be affected; and, it is also the intention of the Parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision may be possible and be legal, valid, and enforceable.

X. NOTICES

10.1 Notices to City required or appropriate under this Agreement shall be deemed sufficient if in writing and hand delivered; mailed, Registered or Certified mail, Postage Prepaid; or faxed to the addresses and telephone number as follows:

City Manager
City of Kerrville
701 Main Street
Kerrville, Texas 78028
FAX (830) 792-5830

Or to such other address as may have been designated in writing by City.

Notices to Revolution required or appropriate under this Agreement shall be deemed sufficient if in writing and hand delivered; mailed, Registered or Certified mail, Postage Prepaid; or faxed to the addresses and telephone number as follows:

Revolution Broadcasting
2125 Sidney Baker
Kerrville, Texas 78028
Fax: 830-895-8770

With a copy to:
Patrick O'Fiel
Attorney for Revolution Broadcasting, LLC
Schreiner Building, 200 Earl Street, Ste 206
Kerrville, Texas 78028

Or to such other address as may have been designated in writing by Revolution.

XI. PARTIES BOUND

11.1 This Agreement insures to the benefit of and is binding upon the Parties; their respective heirs, legal representatives, successors, and such assigns as have been approved by City.

XII. TEXAS LAW TO APPLY

12.1 This Agreement will be construed under and in accordance with the laws of the state of Texas and all obligations of the Parties are performable in Kerr County, Texas.

XIII. RELATIONSHIPS OF PARTIES

13.1 Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of employer and employee, principal and agent, partners, joint ventures, or any other similar relationship between the Parties.

XIV. GENDER

14.1 Any words of gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XV. CAPTIONS

15.1 The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.

XVI. ENTIRE AGREEMENT AND AMENDMENT

16.1 This Agreement constitutes the entire agreement between the Parties and any other written or oral agreements with City being expressly waived by Revolution.

16.2 No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto.

XVII. AUTHORITY

17.1 The signer of this Agreement for Revolution represents and warrants that he or she has full authority to execute this Agreement on behalf of Revolution.

SIGNED ON THIS _____ DAY OF ______________, 2015.

City of Kerrville, Texas:

By:____________________________
Todd Parton, City Manager

ATTEST:

____
Brenda Craig, City Secretary

APPROVED AS TO FORM:

____
Michael C. Hayes, City Attorney

Revolution Broadcasting, LLC:

By:____________________________

____
Name, Title

T:\Legal\PARKS & RECREATION\Contract\Rev Fest\License Agreement for Special Event_Rev Fest_080615.docx

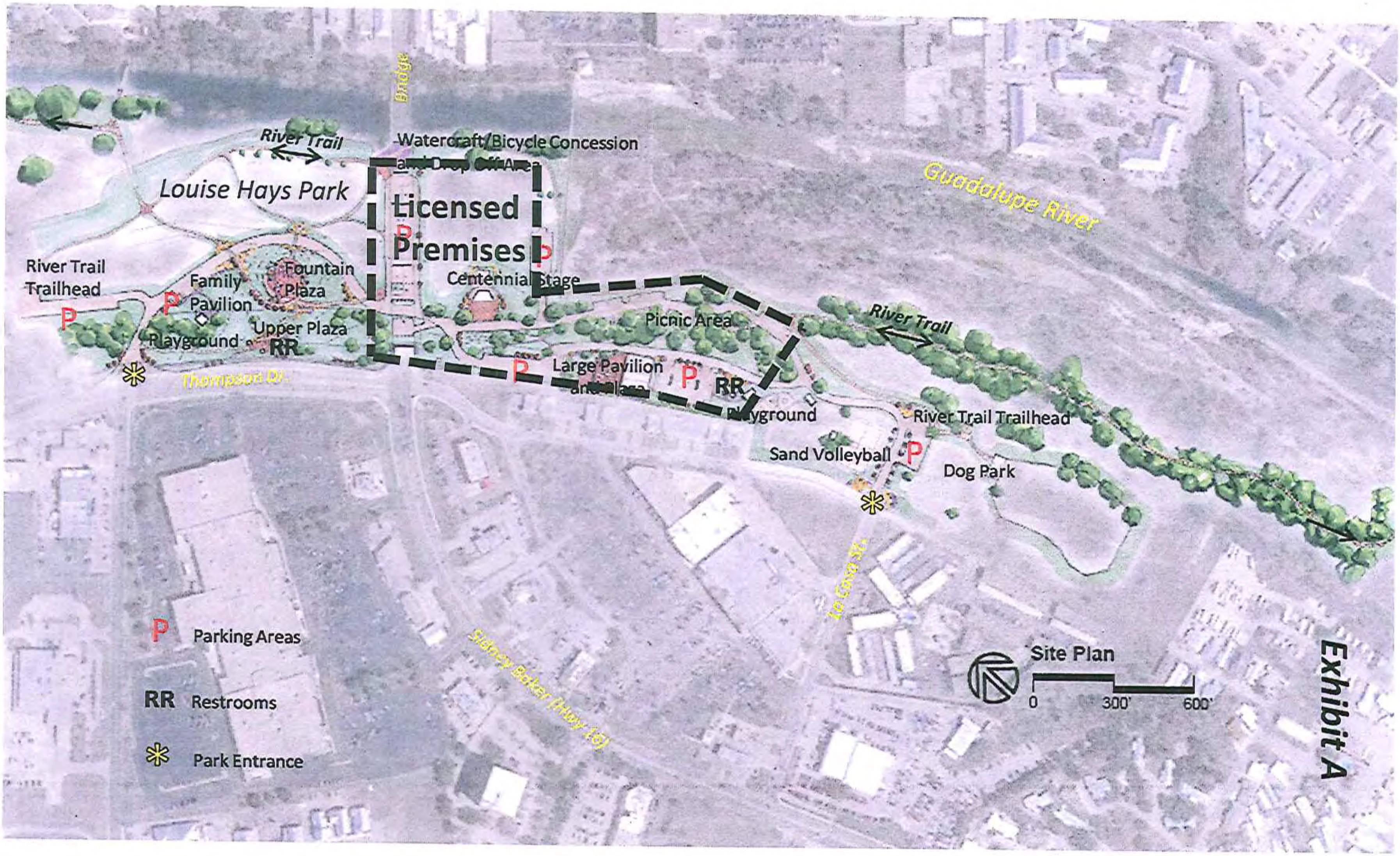


Exhibit A
Louise Hays Park
Licensed Premises
Guadalupe River
Bridge
River Trail
Watercraft/Bicycle Concession
River Trail Trailhead
Family Pavilion
Fountain Plaza
Upper Plaza
Playground
RR
Centennial Stage
Picnic Area
Large Pavilion
Thompson Dr.
Playground
River Trail Trailhead
Sand Volleyball
Dog Park
Sidney Baker (Hwy 16)
Site Plan
0
300'
600'
P Parking Areas
RR Restrooms
Park Entrance

Agenda Item:

4A. Ordinance No. 2015-16, amending the city's "Zoning Code" by amending Article 11-I-10 "Residential Zoning Districts", Subsection (F) "RT" – residential transition district with respect to the uses of "Schools" and "Churches", as those terms are defined, within this district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars ($2,000.00); and ordering publication. (staff)

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

SUBJECT: Public Hearing and First Reading of the Ordinance concerning a requested zoning text amendment to amend Chapter I, "The City of Kerrville Zoning Code" Article 11-1-10(f)(4) "RT" Residential Transition District to amend development regulations pertaining to Building Limit, Building Appearance, Off-Street Parking, Front Yard Requirement, Sign Restrictions, Churches and Schools.

FOR AGENDA OF: August 6, 2015 **DATE SUBMITTED**: July 31, 2015

SUBMITTED BY: Trenton Robertson
City Planner

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS:
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$	$	$	

PAYMENT TO BE MADE TO:
REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

This item concerns a public hearing and first reading of the ordinance for a Zoning text amendment to amend Chapter I, "The City of Kerrville Zoning Code" Article 11-1-10(f) "RT" Residential Transition District to specify and change development regulations pertaining to churches and schools.

The proposed amendments to the "RT" zoning regulations for non- residential uses is underlined (added) as follows:

(f) **"RT" - Residential Transition District:** In addition to other regulations set forth in the Zoning Code, property located in the "RT"- Residential Transition Zone shall be developed in accordance with the following regulations:

⋮

(4) **Churches and Schools**: Churches and schools are excepted from the development regulations set forth in subsections 11-I-10(f)(3)(i)-(v), above, and shall comply with the following:

(i) **Building Appearance**: The building shall be constructed with:

a a wood, masonry exterior, stucco, or cement fiber board;

b a roof consisting of materials and with a similar pitch to other residences in the adjoining neighborhood; and c a front door and window(s) on the side of the building facing the lot front."

Staff was directed by City Council at its regular meeting on July 16, 2015 to create an ordinance to amend the "RT" Zoning District.

RECOMMENDED ACTION

Staff recommends that the Council conduct the public hearing and first reading of the ordinance and take action for approval.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2015-16

AN ORDINANCE AMENDING THE CITY'S "ZONING CODE" BY AMENDING ARTICLE 11-I-10 "RESIDENTIAL ZONING DISTRICTS", SUBSECTION (F) "RT" – RESIDENTIAL TRANSITION DISTRICT WITH RESPECT TO THE USES OF "SCHOOLS" AND "CHURCHES", AS THOSE TERMS ARE DEFINED, WITHIN THIS DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2000.00); AND ORDERING PUBLICATION

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, legal notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise, of a hearing which was held before the City Council on August 11, 2015, which considered a report of the City of Kerrville Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in revisions to Article 11-I-10 of the City's Zoning Code to add regulations with respect to the uses of a churches and schools within the Residential Transition District – "RT"; and

WHEREAS, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on August 11, 2015, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after receiving and considering the recommendations of the Planning and Zoning Commission and City staff; and after considering among other things, the character of the various areas of the City and the suitability of particular uses in each area; and with a view to conserving the value of properties and encouraging the most appropriate use of land throughout the City, the Council finds it to be in the best interest of the health, safety, morals, and general welfare of the City of Kerrville, Texas, to amend the City's Zoning Code to revise Article 11-I-10 with respect to the uses of churches and schools within the Residential Transition District – "RT";

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

SECTION ONE. Article 11-I-10 "Residential Zoning Districts", subsection (f) "RT" – Residential Transition District of the City's Zoning Code is amended by adding the language that is underlined (<u>added</u>) and deleting the language that is bracketed and stricken (~~[deleted]~~) as follows:

"**(f)** **<u>"RT" – Residential Transition District</u>**: In addition to other regulations set forth in the Zoning Code, property located within the "RT" – Residential Transition Zone shall be developed in accordance with the following regulations:

⋮

(4) Churches and Schools: Churches and schools are excepted from the development regulations set forth in subsections 11-I-10(f)(3)(i)-[~~(ii)~~](iv), above, and shall comply with the following:

(i) Building Appearance: The building shall be constructed with:

a a wood, masonry exterior, rock, brick exterior, stucco, or cement fiber board;

b a roof consisting of materials and with a similar pitch to other residences in the adjoining neighborhood; and

c a front door and window(s) on the side of the building facing the lot front."

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

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

SECTION FOUR. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-9, Chapter 1 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS ($2,000.00).

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

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

PASSED AND APPROVED ON FIRST READING, this the ___ day of __________, A.D., 2015.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the __ day of _______________, A.D., 2015.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

T:\Legal\DEVELOPMENT SERVICES (Planning)\Zoning\Ord\RT District_Church & School_Amend 11-I-10_2ND_080415.docx

Agenda Item:

4B. Ordinance No. 2015-17, amending the city's "Zoning Code" by amending Article 11-I-6 "Zoning Districts-Central City" to amend the land use table for the central business district (CBD) to change the uses of "Death Care Services and "Printing" from requiring conditional use permits to uses permitted by right within this district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars ($2000.00) and ordering publication. (staff)

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

SUBJECT: Public Hearing and First Reading of the Ordinance concerning a requested zoning text amendment to amend Chapter I, "The City of Kerrville Zoning Code" 11-1-6 Central City Zoning Districts, to amend the land use table for the "CBD" Central Business District to change "Death Care Services" and "Printing" from a "C" Conditional Use Permit to a "P" Permitted Use.

FOR AGENDA OF: August 6, 2015 **DATE SUBMITTED**: July 31, 2015

SUBMITTED BY: Trenton Robertson
City Planner

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS:
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$	$	$	

PAYMENT TO BE MADE TO:
REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

This item concerns a public hearing and first reading of the ordinance for a Zoning text amendment to amend Chapter I, "The City of Kerrville Zoning Code" 11-1-6 Central City Zoning Districts, to amend the land use table for the "CBD" Central Business District to change "Death Care Services" and "Printing" from a "C" Conditional Use Permit to a "P" Permitted Use.

The proposed amendments to the "CBD" Zoning Districts land use table is underlined (added) as follows:

NAICS Code	USE DESCRIPTION	NC	LC	RC	CBD	LI	I	AD	PI	PKNG. STND.	SPECIAL CONDITIONS
32311	Printing				P					11	
8122	Death Care Services				P					7	

Staff was directed by City Council at its regular meeting on July 16, 2015 to create an ordinance to amend the "CBD" Zoning District.

RECOMMENDED ACTION

Staff recommends that the Council conduct the public hearing and first reading of the ordinance and take action for approval.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2015-17

AN ORDINANCE AMENDING THE CITY'S "ZONING CODE" BY AMENDING ARTICLE 11-I-6 "ZONING DISTRICTS-CENTRAL CITY" TO AMEND THE LAND USE TABLE FOR THE CENTRAL BUSINESS DISTRICT (CBD) TO CHANGE THE USES OF "DEATH CARE SERVICES" AND "PRINTING" FROM REQUIRING CONDITIONAL USE PERMITS TO USES PERMITTED BY RIGHT WITHIN THIS DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2000.00); AND ORDERING PUBLICATION

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, legal notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise, of a hearing which was held before the City Council on August 11, 2015, which considered a report of the City of Kerrville Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in revisions to Article 11-I-6 of the City's Zoning Code to change the uses of "death care services" and "printing" from requiring condition use permits (CUP) to uses permitted by right within the Central Business District (CBD); and

WHEREAS, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on August 11, 2015, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after receiving and considering the recommendations of the Planning and Zoning Commission and City staff; and after considering among other things, the character of the various areas of the City and the suitability of particular uses in each area; and with a view to conserving the value of properties and encouraging the most appropriate use of land throughout the City, the Council finds it to be in the best interest of the health, safety, morals, and general welfare of the City of Kerrville, Texas, to amend the City's Zoning Code to revise Article 11-I-6 to change the uses of "death care services" and "printing" from requiring condition use permits (CUP) to uses permitted by right within the Central Business District (CBD);

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

SECTION ONE. Article 11-I-6 "Zoning Districts-Central City" of the City's Zoning Code is amended to change the uses of "death care services" and "printing" from requiring condition use permits (CUP) to uses permitted by right within the Central Business District (CBD), which is effectuated by adding the language that is underlined (added) and deleting the language that is bracketed and stricken ([~~deleted~~]) to the schedule of permitted uses for the CBD as follows:

NAICS Code	USE DESCRIPTION	NC	LC	RC	CBD	LI	I	AD	PI	PKNG. STND.	SPECIAL CONDITIONS
32311	Printing				P [~~C~~]					11	
8122	Death Care Services				P [~~C~~]					7	

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

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

SECTION FOUR. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-9, Chapter 1 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS ($2,000.00).

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

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

PASSED AND APPROVED ON FIRST READING, this the ___ day of ___________, A.D., 2015.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ___ day of ______________, A.D., 2015.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

T:\Legal\DEVELOPMENT SERVICES (Planning)\Zoning\Ord\CBD_Death care services & printing_080415.docx

Agenda Item:

5A. Resolution No. 22-2015, granting a conditional use permit for an approximate 0.495 acre tract of land consisting of Lots 598-599, Block 9 of the Schreiner's Second Addition, a subdivision of the City of Kerrville, Kerr County, Texas, otherwise known as 528 Main Street (State Highway 27) and located within the city's central business zoning district (CBD); by permitting said property to be used for a gasoline station (sales) with convenience store; and making said permit subject to certain conditions and restrictions. (staff)

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

SUBJECT: Public Hearing and consideration of resolution concerning a requested conditional use permit for a Gasoline Station with a Convenience Store for an approximate .495 acres tract. Legal Description Lots 598-599, Block 9, Schreiner's Second Addition, located at 528 Main Street.

FOR AGENDA OF: August 6, 2015 **DATE SUBMITTED**: July 31, 2015

SUBMITTED BY: Trenton Robertson
City Planner

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS:
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$	$	$	

PAYMENT TO BE MADE TO:
REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

This item concerns a public hearing and first reading of the resolution for a requested conditional use permit for a Gasoline Station with a Convenience Store.

RECOMMENDED ACTION

Staff recommends that the Council conduct the public hearing and approve the resolution.

City of Kerrville Planning Department Report

To:	Planning & Zoning Commission
Agenda Item:	3A
Planning File #:	2015-033
Hearing Date:	August 6, 2015
Representative:	Michael Garrott
Location:	528 Main Street
Legal Description:	Lots 598-599, Block 9, Schreiner's Second Addition
Total Acreage:	.495

Proposal

Requested zoning change from (CBD) Central Business District to (CBD-C) Central Business District with a conditional use permit for a Gasoline Station with a Convenience Store

Procedural Requirements

The application was published in The Hill Country Community Journal, an official newspaper of general circulation on July 22, 2015. Notices were sent to property owners within two hundred (200) feet of the subject property on July 27, 2015. Additionally, notice of this meeting was posted at city hall and on the city's internet website on July 31, 2015, in accordance with Section 551.043(a) of the Texas Government Code.

Recommended Action

Staff recommends that the Commission hold the required public hearing to receive public comments and make a recommendation to the Council.

Notices Mailed

Owners of Property within 200 feet: 13

Topography

The subject property is relatively flat with little vegetation.

Adjacent Zoning and Land Uses

Direction: North, West and East

Current Base Zoning: "CBD"

Current Land Uses: Retail Center, Professional Offices and Banks

Direction: North, West and East
Current Base Zoning: "DC"
Current Land Uses: Bank and Retail

Transportation
Thoroughfare: Highway 27/Main Street
Existing Character: One lane in each direction with partial sidewalks
Proposed Changes: None known

Thoroughfare: Clay Street
Existing Character: Two lanes and a designated turn lane in each direction with sidewalks
Proposed Changes: None known

Parking Information: Gasoline Sales- Parking as required for each specified use; Retail Sales- One (1) space per 250 square feet.
Minimum vehicle spaces: 3
In accordance with Article 11-I-20 of the Zoning Code:
"Downtown Core and Central Business District Property: If the building is located in the Downtown Core or the Central Business District, as said terms are defined within Article 11-I-3, and the new use does not require an enlargement of that encompassed by the exterior walls of the building, the new use may commence without adding the off-street parking which would otherwise be required by this section."

Staff Analysis and Recommendation: Approval with conditions

1. Consistency:

The property's land use designation is Central Business District. The requested "CBD-C" Central Business District with a Conditional Use Permit for a Gasoline Station with a Convenience Store is consistent with the adopted land use designation.

2. Adverse Impacts on Neighboring Lands:

Staff has found no evidence of likely adverse impacts on neighboring lands in relation to the request for the conditional use permit. The requested conditional use permit will allow the subject property to expand the existing car wash on site and enclose the chemicals and mechanisms that control the car wash.

2. Suitability as Presently Zoned:

The existing "CBD" zoning district is consistent with the surrounding area. The requested Conditional Use Permit will allow for the subject property's existing legal non-conforming use to be permitted. Additionally, the Conditional Use Permit will allow for the expansion of the existing car wash on site. The surrounding area will not be impacted due to the nature of the permit and the existing conditions of the site being minimally changed or altered. The proposed changes will help enhance the site and encourage positive growth.

3. Health, Safety and Welfare:

Staff has found no indication of likely adverse effects on the public health, safety, or welfare.

4. Size of Tract:

The subject property is approximately .495 acres in size, which should be able to reasonably accommodate the proposed conditional use permit.

5. Other Factors:

Meets and abides to all requirements in accordance with Chapter I, "The City of Kerrville Zoning Code" Article 11-1-13 Conditional Use Permits and Article 11-1-19 Supplementary Development Requirements.

As part of the Conditional Use Permit process, a site plan has been submitted and will be included with the ordinance. The site plan was presented to the (DRC) Development Review Committee and has met all site plan requirements in accordance to Article 11-1-13(f)(1)(xiv) "Procedures for Obtaining a Conditional Use Permit".

The hours of operation will be (the hours will remain as they are now with the approval of the conditional use permit):

Convenience Store

Monday-Saturday: 6:00 a.m.-11:00 p.m.

Sunday: 7:00 a.m.-11:00 p.m.

Gas Pumps and Carwash

Monday-Sunday: 12:00 a.m.-11:59 p.m.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 21-2015

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT FOR AN APPROXIMATE 0.495 ACRE TRACT OF LAND CONSISTING OF LOTS 598-599, BLOCK 9 OF THE SCHREINER'S SECOND ADDITION, A SUBDIVISION OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, OTHERWISE KNOWN AS 528 MAIN STREET (STATE HIGHWAY 27) AND LOCATED WITHIN THE CITY'S CENTRAL BUSINESS ZONING DISTRICT (CBD); BY PERMITTING SAID PROPERTY TO BE USED FOR A GASOLINE STATION (SALES) WITH CONVENIENCE STORE; AND MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS

WHEREAS, the City Planning and Zoning Commission and the City Council of the City of Kerrville, Texas, in compliance with the City Charter and state law with reference to the granting of conditional use permits under Title 11, Chapter I of the Zoning Code of the City of Kerrville, Texas, and the official zoning map adopted thereby; having given the requisite notices by United States mail, publication, and otherwise; and after holding due public hearings and affording a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the City Council of the City of Kerrville, Texas, finds that the health, safety, and general welfare will be best served by the granting of a Conditional Use Permit, subject to the special conditions and restrictions set out hereinafter on the property described in Section One hereof;

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

SECTION ONE. A Conditional Use Permit is granted to permit the property described below to be used and developed for a Gasoline Station (Sales) with Convenience Store as that term is defined by Title 11, Chapter I of the Zoning Code of the City of Kerrville, Texas ("Zoning Code"), and such use is subject to the provisions of this Resolution and other applicable City ordinances and regulations:

> **A 0.495 acre, more or less, tract of land consisting of lots 598-599, Block 9 of the Schreiner's Second Addition, a subdivision of the City of Kerrville, Kerr County, Texas; and more commonly known as 528 Main Street.**

Hereafter referred to as "the Property."

SECTION TWO. In addition to the development and use regulations currently applicable to the Property, the Property may be developed and used for a Gasoline Station with Convenience Store, which includes Gasoline Sales, as defined by the Zoning Code, and shall be subject to the following additional regulations:

A. **Site Plan**: The use of the Property must conform to the site plan, attached as **Exhibit A**.

B. **Supplementary Development Requirements**: The use of the Property must comply with the Supplementary Development Requirements, as specified within Article 11-1-19(a) of the Zoning Code.

C. **Platting**: An administratively complete application for a replat of the Property must be submitted to the City for approval before the issuance of a building permit.

D. **Elevations and Signs**: All elevations and signs on the Property must conform to the applicable regulations of the City, to include the City's Sign Code.

E. **Parking**: The design and number of parking spaces must be in accordance with the City's regulations in effect at the time that this Resolution is approved. All parking spaces, display areas, and driveways must be constructed of asphalt or concrete and must be marked.

F. **Screening**: Screening is required in accordance with the City's regulations. More specifically, screening must be constructed along the northern and eastern lines of the Property for a distance of twenty-five feet (25'), beginning at the northeastern corner of the lot to which these lines meet and intersect.

G. **Visibility Triangles**: Visibility triangles must be established and maintained pursuant to existing City regulations for entrance onto the Property from any street.

H. **Trash and Other Solid Waste**: No solid waste collection bins and/or dumpsters shall be located closer to the street than the face of any building.

I. **Landscaping Regulations**: Landscaping must be installed in accordance with the following:

1. Plant materials planted on the property must be from the list of recommended plants set forth in the most recent edition of Recommended Plants for the Kerrville Area published by the City at the time of planting.

2. All landscaping must be maintained in a healthy, growing condition.

J. **Other Zoning Regulations:** The regulations set forth in this Resolution are in addition to those set forth in Title 11, Chapter I of the Zoning Code, as amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in Title 11, Chapter I of the Code of Ordinances of the City of Kerrville, as amended or superseded, the provisions of this Resolution shall prevail.

SECTION THREE. This Resolution and the Conditional Use Permit granted herein shall be subject to termination in accordance with Article 11-I-13 of the Zoning Code.

PASSED AND APPROVED ON this the ____ day of __________ A.D., 2015.

____
Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:

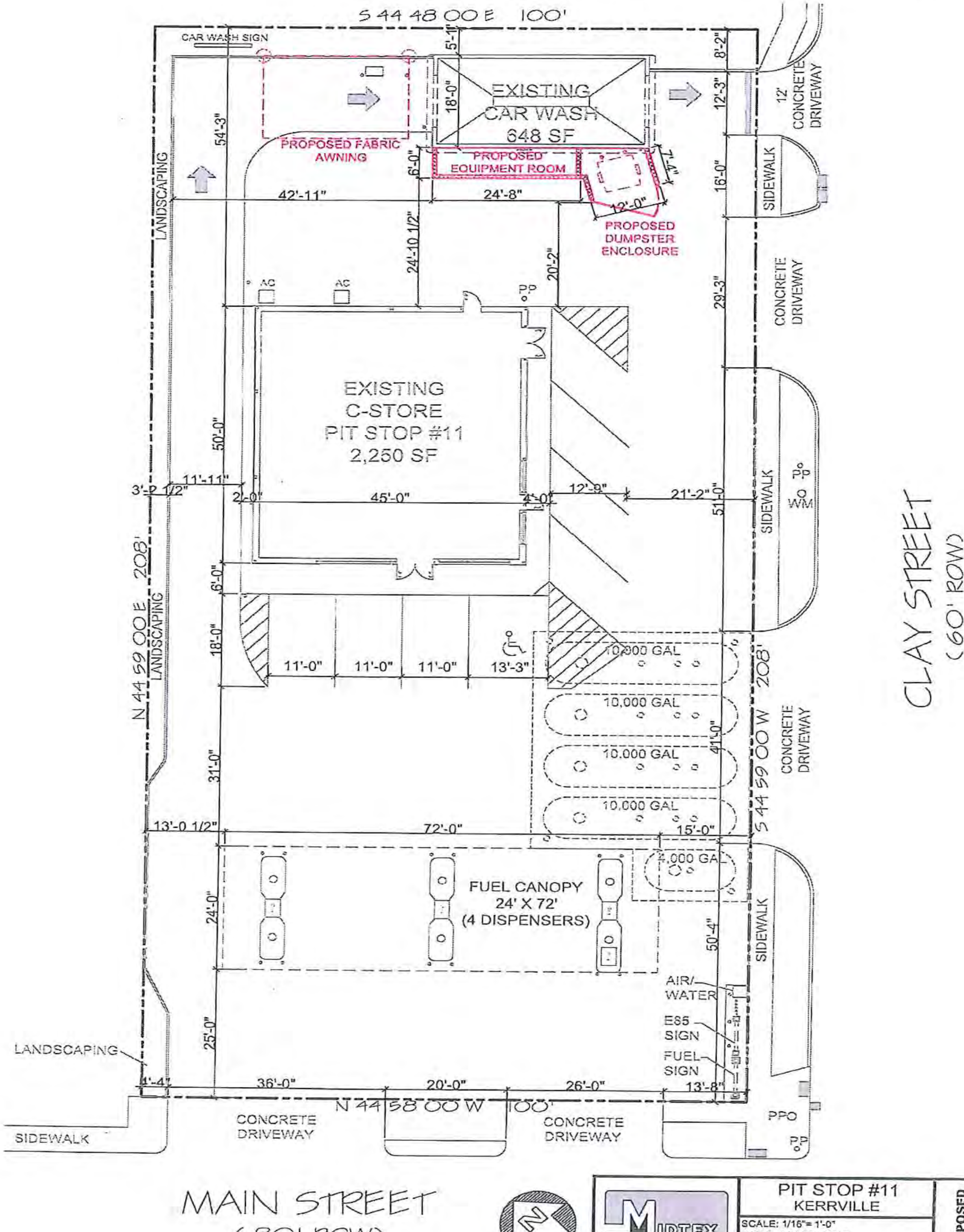
Michael C. Hayes, City Attorney

ATTEST:

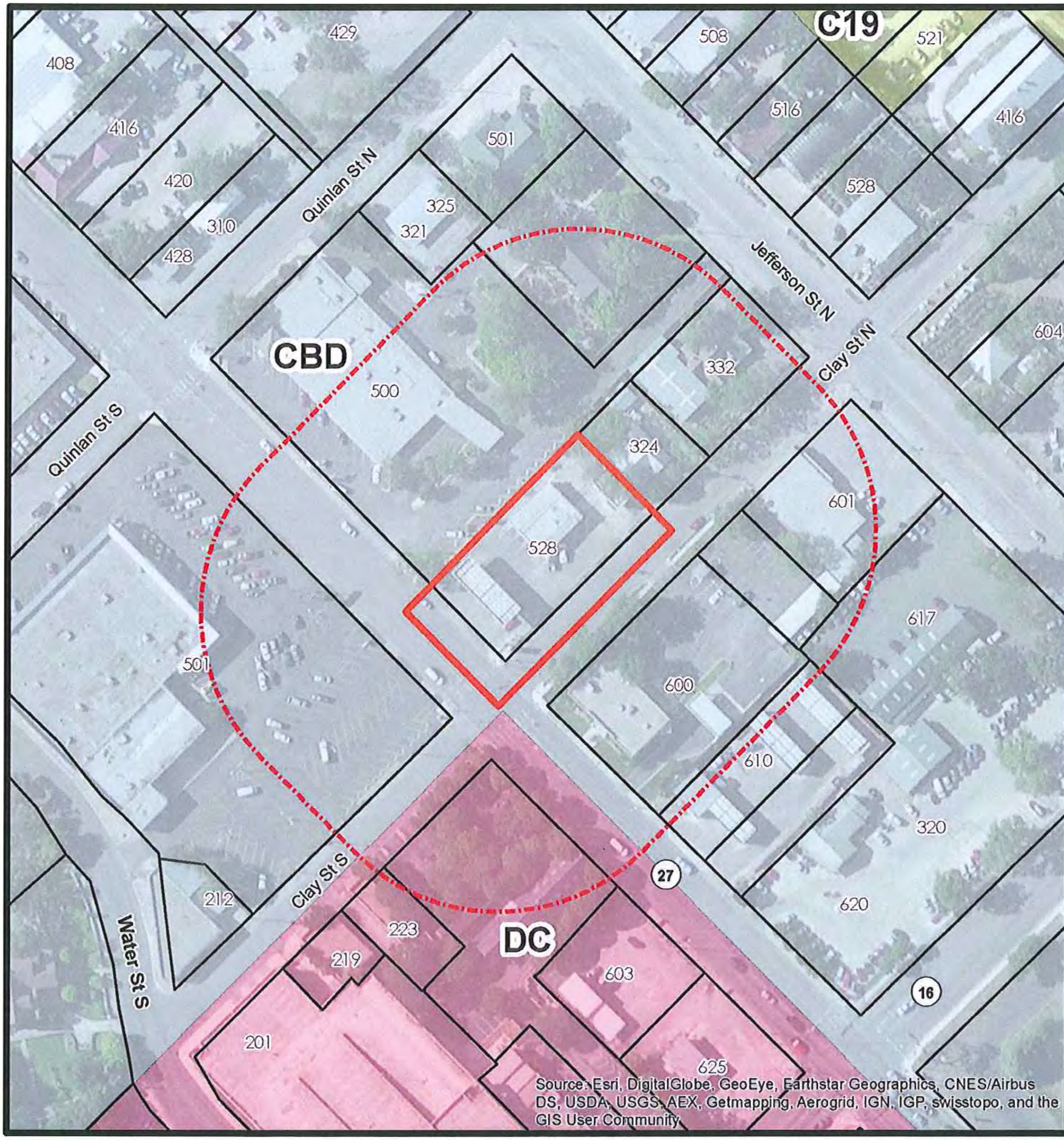
____
Brenda G. Craig, City Secretary

T:\Legal\DEVELOPMENT SERVICES (Planning)\Zoning\CUP\528 Sidney Baker_Gas Station with Convenience Store_080515.docx

EXHIBIT A



MIDTEX OIL L.P.	PIT STOP #11 KERRVILLE SCALE: 1/16"= 1'-0" DATE: JUNE 12, 2015 EXISTING PARKING: 8 SPACES	PROPOSED SITE PLAN



Zoning Case Location Map

Case 2015-033

Location:
528 Main St

Legend

200' Notification Area	
Subject Properties	
Current Zoning	**TEXT**

N W E S

0 50 100 200
Scale In Feet

CITY OF KERRVILLE TEXAS

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

Agenda Item:

6A. Request from the Kerrville Cancer Center to extend their lease at 218 Sidney Baker Street. (staff)

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

SUBJECT: Consider request from the Kerrville Cancer Center to extend their lease at 218 Sidney Baker Street

FOR AGENDA OF: August 11, 2015 **DATE SUBMITTED**: August 7, 2015

SUBMITTED BY: Kristine Day
Deputy City Manager

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Agreement between the City and the Cailloux Foundation, March 10, 2011
Letter of Request from Kerrville Cancer Center

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$	$	$	

PAYMENT TO BE MADE TO:
REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

In March 2011, the City entered into an agreement with the Cailloux Foundation for the transfer of land for City Hall and the outline of several lease spaces for additional city office areas including the existing Development Services and IT buildings. Included in this agreement under Section D IV, it states:

> *Cancer Center Premises Option to Lease which will provide that if and when the current lease for this premises terminates Foundation will lease such premises to City and that it will be used and maintained by the City for City offices. The Foundation agrees that in no event shall this lease term be extended beyond the current term and option thereto.*

The current lease between the Cailloux Foundation and the Kerrville Cancer Center terminates in February 2018 at which time the City would be able to enter into a lease agreement with the Cailloux Foundation.

City staff met with Valerian and Mary Chyle, new owners of the Kerrville Cancer Center in July. They toured staff through the entire facility and presented the attached letter for consideration. Their request is for consideration of extending their lease of the Cancer Center's occupied space, approximately 5000 sqft, for a maximum of five additional one year terms. This would extend their lease until February 2023 if all options were exercised on the lease. The Chyle's have made this request to the Cailloux Foundation but due to the above stated agreement with the City, the Foundation cannot make the extension of the lease without City consent.

Staff has evaluated the need of this space and determined this extension would not affect any future space planning needs for City offices.

RECOMMENDED ACTION

Staff recommends City Council consider this request and work with the Cailloux Foundation to extend the existing lease with the Kerrville Cancer Center for a maximum of five one year terms.

AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of MARCH, 2011, by and between CITY OF KERRVILLE ("City"), and FLOYD A. AND KATHLEEN C. CAILLOUX FOUNDATION DBA THE CAILLOUX FOUNDATION, a Texas non-profit corporation ("Foundation");

WITNESSETH:

A. Foundation owns approximately 2.31 acres in downtown Kerrville which land includes the site located at the corner of Sidney Baker and Main Streets which site is the subject of this Agreement and which site is shown on **Exhibit "A"**, attached hereto, and which site is herein referred to as the "Land", and including a future gift of additional adjoining land for expansion which will be set forth in the Deed to be delivered by Foundation to City at the Closing.

B. Foundation desires to transfer the Land and to enter into the Leases (herein defined and herein so called) to and with City and City desires to acquire the Land and enter into Leases, upon and subject to the terms, conditions and provisions hereinafter set forth subject to the Reversion and Restriction, herein defined and specified.

C. Foundation and City have agreed that this transaction, and City's subsequent use of the Land, will further the development of downtown Kerrville, and be consistent with the Foundation's charitable purposes. Foundation and City agree that such development would not be possible but for this transaction.

D. The Leases ("Leases") will be as follows and will be set forth in Lease Agreements (herein so called) on terms mutually approved by the parties and entered into at Closing:

(i) Parking Garage Lease which will provide that the Parking Garage will be maintained by the City as a Public Downtown Parking Garage (no fees or charges for use) subject to existing leases and use agreements and that certain spaces mutually approved will be designated for use by the City employees and staff and by the Foundation as to retail and commercial users in Downtown.

(ii) Cardiac Rehab Premises Lease which will provide that the Cardiac Rehab Site will be used and maintained by the City for City offices.

(iii) Clay Street Premises Lease which will provide that premises at 219 Clay Street will be used and maintained by the City for City offices.

(iv) Cancer Center Premises Option to Lease which will provide that if and when the current lease for this premises terminates Foundation will lease such premises to City and that it will be used and maintained by the City for City offices. The Foundation agrees that in no event shall this lease term be extended beyond the current term and option thereto.

(v) All of the Leases will be for nominal rent of $100.00 each per year and will be for a term of 99 years , or such earlier date on which the Land ceases to be used as a City Hall. The Leases for premises without current tenants may be used by City prior to construction or move-in of the City Hall.

E. The Reversion and Restriction ("Reversion and Restriction") will be set forth in the Deed and conveyance of the Land and will provide that the Land shall be for the construction of and use for the City Hall of the City with (a)reversion provisions (fee simple determinable)(i) if such use ceases at any time (with perpetual provisions mutually approved by the parties prior to Closing) and/or (ii) such construction is not completed within three (3) years after the Closing and with a perpetual restriction (with perpetual provisions mutually approved by the parties prior to Closing) that the Land shall be subject to and the Foundation shall have architectural review and approval (with mutually approved provisions as to standard, time and process) of all improvements on the Land (based on a standard of compatibility with the other buildings and architectural style of other buildings in the Kerrville Downtown area and with a restriction that the City Hall shall not be more than two stories), including City Hall. The Reversion and Restriction shall be upon terms, conditions and provisions mutually approved by the City and Foundation and will be set forth in the Deed and recorded and which will provide for rights and remedies for reversion of title and enforcement of restriction.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto have agreed as follows subject to the terms, conditions and provisions hereinafter set forth:

1. <u>Transaction/Conditions</u>.

A. This transaction is conditioned upon (i) the determination by the City of the architectural design of the proposed improvements on the Property (and approval by Foundation under its architectural review and approval restriction and covenant), (ii) the determination and completion of a subdivision plat of the downtown property of Foundation and the parties shall have reviewed and determined water, sewer and utility services for, and platting, zoning, and regulatory issues for, the Land and adjoining land owned by Foundation (not conveyed to the City); it being understood that such adjoining land may be used/developed into open space/commercial development and mixed uses by Foundation, subject to compliance with the City's development regulations, and (iii) the determination and approval by the City of the projected cost of the proposed improvements on the Property. If any such condition is not satisfied the City may terminate this Agreement by written notice to Foundation prior to the Closing Date.

B. On the Closing Date (as herein defined) Foundation will convey the Land and City and Foundation will enter into the Leases subject to the terms, provisions and conditions of this Agreement, the Lease Agreements and the Reversion and Restriction.

C. Foundation agrees that it will construct the Clock Tower on the tract contiguous to the Land which shall have a plaque recognizing the Peterson family which Clock Tower will connect with the City Hall.

D. The walkway across Sidney Baker Street is subject to an agreement with State Department of Highways and Public Transportation and Foundation and City agree that such walkway shall be jointly used and will be improved by Foundation.

2. The Closing Date. The date of closing of the transaction contemplated by this Agreement (the "Closing Date") shall be within one (1) year after the date hereof subject to the conditions set forth in 1A above, or such earlier date on which such conditions are satisfied.

3. The Closing. On the Closing Date Foundation agrees to deliver to City (a) Special Warranty Deed ("Deed"), conveying unto City title to the Land subject to the exceptions set forth in **Exhibit "B"**, attached hereto and made a part hereof for all purposes and the Reversion and Restriction (collectively called the "Permitted Exceptions") and City and Foundation agree to enter into the Leases and Lease Agreements.

4. Disclaimer. SUBJECT TO THE CONDITIONS OF THIS AGREEMENT CITY ACKNOWLEDGES AND AGREES THAT FOUNDATION HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE LAND AND FOUNDATION MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE LAND, AND SPECIFICALLY, THAT FOUNDATION HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY LAWS, RULES, REGULATIONS, AND ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS OR ORDERS. CITY FURTHER ACKNOWLEDGES AND AGREES THAT CITY IS NOT RELYING ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY FOUNDATION. CITY FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TRANSFER OF THE LAND AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. The provisions of this paragraph will survive Closing and will be set forth in the Deed.

5. Default/Dispute Resolution. In the event either party shall fail to comply with this Agreement and/or shall fail to perform its obligations hereunder (subject to the terms, provisions and conditions of this Agreement) then the non-defaulting party may terminate this Agreement; provided, that in no event shall either party be liable for any punitive, speculative or consequential damages nor be able to seek any equitable relief (no specific performance). The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Agreement that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation

before resorting to litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this Agreement.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

7. Entire Agreement; Modification. This Agreement embodies and constitutes the entire understanding among the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument, except as otherwise expressly provided herein.

8. Notices. Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by Certified or Registered Mail and shall be deemed to have been given and received when a Certified or Registered Letter containing such notice, properly addressed, with postage prepaid is deposited in the United States Mail, or if delivered by any other method, including without limitation by FAX or by expediting service, it shall be deemed to have been given when delivered or transmitted to the address specified and when receipt is verified by such method at such address. Such notices shall be given to the parties hereto at the addresses set forth below opposite the signatures of the parties. Any party hereto may, at any time by giving of five (5) days written notice to the other parties hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

9. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

10. Time of Essence. Time shall be of the essence in the performance of this Agreement. However, if the final date of any period which is not set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Texas, then in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

11. Invalidity. The invalidity or unenforceability in particular circumstances of any portion of this Agreement shall not extend beyond such provision or such circumstances, and no other provision hereof shall be affected thereby. If, from any circumstances whatever, fulfillment of any provision of this Agreement, or the exercise of any right or option whatsoever contained in this Agreement shall involve transcending the limit of validity prescribed by law, then, the provision, right or obligation to be fulfilled shall be reduced or reformed to the limit of such validity.

12. Interpretation. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

13. Attorneys' Fees. Should either party employ an attorney or attorneys to enforce any

of the provisions hereof or to protect its or their interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the non-prevailing party in any action (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages and expenses, including attorneys' fees, expended or incurred in connection therewith.

14. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and shall be performable in Kerr County, Texas.

15. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

16. Authority. Each party represents to the other that all authorizations and approvals for this Agreement and transaction have been obtained. At Closing each party will provide evidence of such authority and approval.

17. LLC. The Foundation may decide that the Land will be owned by a Limited Liability Company ("LLC") to be formed by the Foundation prior to Closing. The LLC will be an entity wholly owned and controlled by the Foundation. Prior to Closing, Foundation will provide City with written evidence that the Land is owned by the LLC, together with copies of the Certificate of Formation, Company Agreement, Consent of Sole Member, and such other related documents as may reasonably confirm that the LLC is wholly owned by the Foundation and is controlled by the Foundation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY:

CITY OF KERRVILLE

BY: ____________________

Name: David Wampler

Title: Mayor

Address:
800 Junction Hwy.
Kerrville, Texas 78028

FOUNDATION:

FLOYD A. AND KATHLEEN C. CAILLOUX FOUNDATION DBA THE CAILLOUX FOUNDATION, a Texas non-profit corporation

BY: ____________________

Name: KENNETH CAILLOUX

Title: PRESIDENT

Address:
P. O. Box 2911276
Kerrville, Texas 78029-1276

VALERIAN CHYLE JR MD PLLC
DBA KERRVILLE CANCER CENTER
REQUESTED ACTION REGARDING SPACE
AT 218 SIDNEY BAKER STREET
KERRVILLE, TEXAS 78028

1. In order for us to go forward with plans for our business for future years, we are requesting by September 30, 2015 a written document/letter of intent that indicates that the City of Kerrville will be willing to negotiate the terms of a lease extension of up to a maximum of five one year additional terms for the approximately 5,000 square foot space on the bottom level of 218 Sidney Baker St. N currently occupied by and utilized by Valerian Chyle, Jr., MD, PLLC dba Kerrville Cancer Center. This is not a guarantee of the terms of such agreement, but a commitment to the space being available if all terms for the lease extension can be agreed upon by both parties. It is meant to provide the Cancer Center with a level of assurance that they will not be out of a location in which to operate at the end of their current lease February 2018. Should the Cancer Center find that it does not wish to continue operations past February 2018 or that it has an opportunity to be purchased by another organization with their own radiation center space, Kerrville Cancer Center will notify the City of Kerrville as soon as that information becomes able to be disclosed.

2. We are requesting that a commitment to the actual lease extension agreement be negotiated and drafted with Council approval preferably earlier, but by no later than June 30, 2016. This would be one year and two months before the current lease with the Cailloux Foundation expires, which we have been made aware cannot be renewed by the Cailloux Foundation due to their gift to the City of Kerrville of the space currently being occupied by Kerrville Cancer Center upon expiration of the current term of the lease.

3. Depending on the space needs of the City of Kerrville projected to February 2018, we would prefer that the new lease extension, be granted only for the current space that the Cancer Center occupies. If the City did not wish to occupy the rest of the space which we currently lease to two other organizations, the City could negotiate directly with them for any or no leases of their space. In order to properly allow them to plan for their business operations, any thoughts on what additional space would be needed by the City, so we can keep them informed would be helpful. We have made them aware that currently our lease which includes their space expires at the end of February 2018 and that currently we do not know if there will be an extension or if that extension would require us to lease the space which they occupy in addition to our space and we continue to lease to them or if they would negotiate a direct lease with the City for their space, if it is not needed by the City.

Agenda Item:

6B. Establish a policy to take audio recordings of all executive sessions. (Councilmember White)

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

SUBJECT: Audio recordings of executive sessions

FOR AGENDA OF: Aug. 11, 2015 **DATE SUBMITTED:** Aug. 6, 2015

SUBMITTED BY: Bonnie White
Council Place 2

CLEARANCES: Todd Parton
City Manager

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$0	**$0**	**$0**	

PAYMENT TO BE MADE TO:
REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

It is not the current practice to make audio recordings of the City Council's executive sessions. Even though this practice is consistent with state law and that the recordings would not be subject to public information requests, I propose that the City Council establish a policy that it takes audio recordings of all executive sessions. I feel that this practice would protect the city in the event of any legal action.

RECOMMENDED ACTION

Establish a policy to take audio recordings of all executive sessions.

Agenda Item:

6C. Republic Services automated solid waste and recycling collection services. (Republic Services)

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

SUBJECT: Republic Services automated solid waste and recycling collection services

FOR AGENDA OF: 08/05/15 **DATE SUBMITTED**: 08/11/15

SUBMITTED BY: Stuart Barron, Director of Public Works **CLEARANCES:** Kristine Day, Deputy City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount In Contingency:	Account Number:
$	$	$	

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Republic Services will have staff members provide an update on the transition to the automated collection services. Staffing from both the City and Republic Services have received several concerns from citizens regarding collections for regular trash and recycling. The new transition has also affected the yard waste collection portion of the program.

Most issues that occurred in the month of July have been addressed and the call volume is expected to significantly decrease. As problems occur on the routes with citizens wrongfully using carts, it will continue to be important to educate and remind citizens on proper guidelines. To inform citizens, Republic has been placing courtesy tags on the carts so that they are aware of what is incorrect. In addition, Republic Services is making modifications so that efficiency increases and service is provided correctly and in a timely manner.

City Staff has been working diligently and informing Republic Services of several deficiencies since the program began in July. Republic has made it priority to rectify all problems. As a result, City staff has requested that the new rate increase go into effect August 1, 2015 rather than July 1, 2015. Republic Services has accepted our request and agreed to new effective date for the increase.

Agenda Item:

6D. Resolution No. 19-2015, setting forth the ad valorem (property) tax rate to be considered for adoption for the 2015 tax year; calling two public hearings prior to the adoption of said rate; and calling a public hearing prior to the adoption of the fiscal year 2016 budget as required by both the city's charter and state law. (staff)

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

SUBJECT: Resolution setting the ad valorem tax rate to be considered for adoption for the 2015 tax year and calling a budget public hearing as required by both the City's charter and state law prior to the adoption of the fiscal year 2016 budget.

FOR AGENDA OF: August 11, 2015 DH **DATE SUBMITTED**: July 31, 2015

SUBMITTED BY: Sandra Yarbrough, Director of Finance

CLEARANCES: Todd Parton, City Manager

EXHIBITS: Resolution, Copy of Public Hearing Notice
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$	$	$	

PAYMENT TO BE MADE TO:
REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

Tax Rate

At the July 7, 2015 City Council meeting, the City Manager presented the Proposed FY16 Budget which included a $0.5625 proposed tax rate, the same rate as last year. This rate exceeds the effective tax rate as calculated by the Tax Assessor-Collector of $0.550369 by 2.20%. The City is required to hold the public hearings since the proposed tax rate exceeds the effective tax rate.

Budget

The Proposed FY16 Budget includes expenditures of $48,274,829 and revenues of $48,744,442. Local Government Code and the City Charter require a public hearing related to the Proposed Budget. The proposed time is Tuesday, August 25, 2015 at 6:00 pm. additionally, the Charter specifically requires that the Council will publish a "general summary" of the budget and a notice stating the times and places where copies of the budget are available for inspection by the public and the time and place for a public hearing on the budget. A sample of the proposed notice is also attached for Council's review and discussion.

RECOMMENDED ACTION

Staff recommends approval of the attached resolution setting the ad valorem tax rate to be considered for adoption for the 2015 tax year at $0.5625 per $100 valuation and calling a budget public hearing as required by both the City Charter and state law prior to the adoption of the fiscal year 2016 budget.

The vote on the attached resolution must be a roll call vote per state law.

CITY OF KERRVILLE
NOTICE OF PUBLIC HEARING ON PROPOSED BUDGET

The Kerrville City Council will hold a public hearing on the FY16 Proposed Budget on Tuesday, August 25, 2015 at 701 Main Street, Kerrville, TX at 6:00 p.m. in the City Council chambers.

This budget's proposed tax rate is $0.5625, which is a 2.20% increase that exceeds the effective tax rate of $0.550369. This is the same tax rate as last year.

Copies of the FY16 Proposed Budget are available at City Hall (City Secretary's Office) located at 701 Main Street, the Butt Holdsworth Memorial Library at 505 Water St., and on the City's website, http://www.kerrvilletx.gov .

Pursuant to Section 8.04(a) of the City Charter, the City Council is publishing the following table as a general summary of the Proposed FY16 City of Kerrville Budget. This illustration shows revenues and expenditures for each of the City's two main operating funds, while the balance of the funds are combined into a single presentation labeled, "Other Funds".

	Annual Budget FY15	Proposed Budget FY16	Increase or (Decrease)
General Fund			
Revenues	$ 24,263,229	$ 24,581,146	$ 317,917
Expenditures	$ 24,263,229	$ 24,581,146	$ 317,917
Revenues Over/(Under) Expenditures	$ 00	$ 00	00
Water and Sewer Fund			
Revenues	$ 9,866,973	$ 11,742,161	$ 1,875,188
Expenditures	$ 9,866,973	$ 11,742,161	$ 1,875,188
Revenues Over/(Under) Expenditures	$ 00	$ 00	00
Other Funds			
Revenues	$ 12,086,707	$ 12,421,135	$ 334,428
Expenditures	$ 11,125,814	$ 11,951,522	$ 825,708
Revenues Over/(Under) Expenditures	$ 972,963	$ 469,613	
Total Funds			
Revenues	$ 46,216,909	$ 48,744,442	$ 2,527,533
Expenditures	$ 45,381,016	$ 48,274,829	$ 2,893,813
Revenues Over/(Under) Expenditures	$ 835,893	$ 469,813	

The FY16 Proposed Budget is a balanced budget where current revenues meet or exceed expenditures for all major funds.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 19-2015

A RESOLUTION SETTING FORTH THE AD VALOREM (PROPERTY) TAX RATE TO BE CONSIDERED FOR ADOPTION FOR THE 2015 TAX YEAR; CALLING TWO PUBLIC HEARINGS PRIOR TO THE ADOPTION OF SAID RATE; AND CALLING A PUBLIC HEARING PRIOR TO THE ADOPTION OF THE FISCAL YEAR 2016 BUDGET AS REQUIRED BY BOTH THE CITY'S CHARTER AND STATE LAW

WHEREAS, state law requires that City Council hold two public hearings prior to the adoption of an ad valorem (property) tax rate which, if adopted and applied to the total taxable value of property located within the City of Kerrville, would impose an amount of taxes that exceeds either the lower of the effective tax rate or the rollback rate; and

WHEREAS, City Council is considering the adoption of an ad valorem tax rate which exceeds the effective tax rate but not the rollback rate, such that Council must hold two public hearings in accordance with state law; and

WHEREAS, pursuant to the City Charter and state law, City Council must also hold a public hearing regarding the proposed budget; and

WHEREAS, City Council now establishes dates for public hearings on the adoption of the proposed 2015 tax rate and the proposed fiscal year 2016 budget;

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

SECTION ONE. Tax Rate. The City Manager and City Attorney are directed to prepare an ordinance for consideration by City Council which, if adopted, will adopt and impose a total ad valorem (property) tax rate for the tax year 2015 at a rate not to exceed **$0.5625** per $100 valuation. There is currently no change to this proposed rate from the previous tax year. The adoption of this rate will levy a tax rate greater than the effective rate. This proposed tax rate is currently scheduled to be adopted by passage of an ordinance, the second and final reading of which is scheduled to occur on September 22, 2015.

SECTION TWO. Public Hearings for Tax Rate. City Council will hold two public hearings for the proposed tax rate, the first being scheduled for 6:00 p.m., August 25, 2015, and the second scheduled for 6:00 p.m., September 8, 2015. Council will hold both public hearings at City Hall, 701 Main Street, Kerrville, Texas, in order to receive public comments on the proposed tax rate.

SECTION THREE. Publication of Budget. In accordance with Section 8.04 of the City Charter, the City Secretary is directed to publish a general summary of the budget and a notice stating the time and places where this message and full budget are available for public inspection.

SECTION FOUR. Public Hearing for Budget. Pursuant to Section 8.04 of the City Charter and state law, a public hearing on the proposed budget is scheduled for 6:00 p.m. on August 25, 2015.

SECTION FIVE. Notices. The City Secretary is directed to provide notice of the above-specified public hearings in accordance with state law and the City's Charter.

PASSED AND APPROVED ON this the ____ day of ___________ A.D., 2015.

____
Jack Pratt, Jr., Mayor

ATTEST:

____
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

____
Michael C. Hayes, City Attorney

T:\Legal\FINANCE\Budget\Reso\Public Hearing_2015 Tax Rate_080315.docx

Agenda Item:

6E. Resolution No. 20-2015 providing for the city's approval or disapproval of the Kerr Central Appraisal District's fiscal year 2016 budget. (staff)

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

SUBJECT: Resolution providing for the city's approval or disapproval of the Kerr Central Appraisal District's fiscal year 2016 budget.

FOR AGENDA OF: August 11, 2015 **DATE SUBMITTED**: July 23, 2015

SUBMITTED BY: Sandra Yarbrough, Director of Finance

CLEARANCES: Todd Parton, City Manager

EXHIBITS: Resolution, FY2016 Budget

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$	$	$	

PAYMENT TO BE MADE TO:
REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Kerr Central Appraisal District has submitted its FY2016 Proposed Budget for approval by the Kerrville City Council. The FY2016 budget is $991,475, which is $48,610 or 5.16% more than FY2015. The increases included salaries and benefits, audit, utilities, facility maintenance, and software support. The City of Kerrville's estimated allocation for the FY2016 budget is $134,847 which is $4,663 more than FY2015's allocation of $130,184.

RECOMMENDED ACTION

The Director of Finance recommends Council take action to approve or disapprove the FY2016 Kerr Central Appraisal District budget no later than September 15, 2015.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 20-2015

A RESOLUTION PROVIDING FOR THE CITY'S APPROVAL OR DISAPPROVAL OF THE KERR CENTRAL APPRAISAL DISTRICT'S FISCAL YEAR 2016 BUDGET

WHEREAS, the Kerr Central Appraisal District ("KCAD") submitted its proposed fiscal year 2016 budget to the City Council for consideration; and

WHEREAS, pursuant to state law, the City Council must consider KCAD's budget and in the event Council does not approve, it must indicate this action via a resolution; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to either approve or disapprove of said proposed budget as indicated below;

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

The Kerr Central Appraisal District's proposed fiscal year 2016 budget, as set forth in **Exhibit A**, is ____________________ (APPROVED OR DISAPPROVED).

PASSED AND APPROVED ON this the _____ day of _______________, A.D., 2015.

____
Jack Pratt, Jr., Mayor

ATTEST:

____
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

____
Michael C. Hayes, City Attorney

T:\Legal\Finance\KCAD\Reso\Budget 2016_080515.DOCX

2016 Proposed Budget

Kerr Central Appraisal District

P.O. Box 294387
1836 Junction Highway
Kerrville, TX78029
(830) 895-5223

P. H. Coates, IV
Chief Appraiser

Sharon Constantinides
Deputy Chief

Line	Item	2015	2016	$ Diff	% Diff	% Total
5006	Salaries	**$522,110**	**$550,994**	$28,884	5.53%	55.6%
5010	Employer Portion of Ret	**$43,249**	**$45,560**	$2,311	5.34%	4.6%
5012	Medicare Insurance	**$7,571**	**$7,989**	$419	5.53%	0.8%
5015	Employee Medical Insur	**$102,585**	**$112,860**	$10,275	10.02%	11.4%
5016	TX Employment Comm.	**$2,484**	**$2,484**	$0	0.00%	0.3%
5017	Disability Insurance	**$7,247**	**$8,000**	$753	10.39%	0.8%
5030	Appraisal Review Board	**$12,500**	**$12,500**	$0	0.00%	1.3%
5034	Vehicle Replace. Res.	**$8,000**	**$8,000**	$0	0.00%	0.8%
5035	Travel, Mileage & Maint.	**$18,000**	**$18,000**	$0	0.00%	1.8%
5040	Annual Audit	**$6,200**	**$6,200**	$0	0.00%	0.6%
5045	Mapping Expense	**$11,093**	**$19,000**	$7,907	71.28%	1.9%
5060	Deed Copies	**$1,000**	**$1,000**	$0	0.00%	0.1%
5070	Leased Equipment	**$6,051**	**$6,051**	$0	0.00%	0.6%
5075	Telephone	**$3,000**	**$3,000**	$0	0.00%	0.3%
5080	Utilities	**$9,250**	**$9,250**	$0	0.00%	0.9%
5085	Facilities Maintance	**$6,150**	**$6,150**	$0	0.00%	0.6%
5090	Consultant - Appraisal	**$50,000**	**$50,000**	$0	0.00%	5.0%
5100	Legal & Consultants	**$20,000**	**$20,000**	$0	0.00%	2.0%
5102	Legal ARB	**$2,000**	**$2,000**	$0	100.00%	0.2%
5105	Liab./Workers Comp	**$6,000**	**$6,000**	$0	0.00%	0.6%
5110	Taxpayer Assist & Ed	**$3,600**	**$8,600**	$5,000	138.89%	0.9%
5120	Schools/Employee Ed.	**$6,550**	**$6,550**	$0	0.00%	0.7%
5130	Postage	**$15,000**	**$15,000**	$0	0.00%	1.5%
5135	Printing	**$5,000**	**$5,000**	$0	0.00%	0.5%
5136	Professional Dues	**$2,320**	**$2,420**	$100	4.31%	0.2%
5140	Office Supplies	**$7,000**	**$7,000**	$0	0.00%	0.7%
5145	Furniture, Fixture & Equip	**$7,000**	**$7,000**	$0	0.00%	0.7%
5150	Board of Directors	**$3,200**	**$3,200**	$0	0.00%	0.3%
5155	Equip. Maint & Reserve	**$1,500**	**$1,500**	$0	0.00%	0.2%
5170	Building Reserve	**$7,000**	**$7,000**	$0	0.00%	0.7%
5180	Software Support	**$40,006**	**$32,967**	($7,039)	-17.59%	3.3%
5200	Banking Fees	**$200**	**$200**	$0	0.00%	0.0%
TOTAL	**TOTALS**	**$942,866**	**$991,475**	$48,610	5.16%	100.0%

5006 Salaries:

Positions	2015	COLA 1.7%	COLA	Merit	2016 Total	% +	Tot $ Chg
Chief Appraiser	$86,993	$1,479	$88,472	$ -	$88,472	1.70%	$1,479
Deputy Chief	$62,362	$1,060	$63,422	$ -	$63,422	1.70%	$1,060
Sen. Appraiser	$58,076	$987	$59,063	$ -	$59,063	1.70%	$987
*Field App I	$40,000	$680	$40,680	$ -	$40,680	1.70%	$680
Field App RPA	$44,108	$750	$44,858	$ -	$44,858	1.70%	$750
Field App RPA	$38,504	$655	$39,159	$ -	$39,159	1.70%	$655
Field App RPA	$42,817	$728	$43,545	$ -	$43,545	1.70%	$728
Field/Ag App III	$34,197	$581	$34,778	$ -	$34,778	1.70%	$581
Abstractor	$35,048	$596	$35,644	$ -	$35,644	1.70%	$596
GIS/App III	$52,279	$889	$53,168	$ -	$53,168	1.70%	$889
Exemp Spec	$32,650	$555	$33,205	$ -	$33,205	1.70%	$555
Merit Total				$15,000	$535,994		$15,000
TOTALS	**$522,110**	$8,960	**$535,994**	$15,000	$550,994	5.53%	$23,960

Total Benefits:

Position	2016 Sal	Med Ins	Retire	Medicare	Unemp	Disabilit	Totals
Chief Appraiser	**$88,472**	$10,260	$7,078	$1,282.84	$226	$727	$108,046
Deputy Chief	**$63,422**	$10,260	$5,074	$919.62	$226	$727	$80,628
Senior App	**$59,063**	$10,260	$4,725	$856.41	$226	$727	$75,858
App I	**$40,680**	$10,260	$3,254	$589.86	$226	$727	$55,737
Field Appr. RPA	**$44,858**	$10,260	$3,589	$650.44	$226	$727	$60,310
Com Appr RPA	**$39,159**	$10,260	$3,133	$567.81	$226	$727	$54,073
Field Appr. RPA	**$43,545**	$10,260	$3,484	$631.40	$226	$727	$58,873
Field Appr. I	**$34,778**	$10,260	$2,782	$504.28	$226	$727	$49,278
Abstractor	**$35,644**	$10,260	$2,852	$516.84	$226	$727	$50,225
GIS Mng/App	**$53,168**	$10,260	$4,253	$770.94	$226	$727	$69,405
Exemp Spec II	**$33,205**	$10,260	$2,656	$481.47	$226	$727	$47,556
Undesig Merit	**$15,000**		$1,200	$217.50			$16,418
Totals	**$550,994**	**$112,860**	**$44,080**	**$7,989**	**$2,484**	**$8,000**	**$726,407**

It is in the best interest of tax payers as well as the taxing entities for the district to retain well trained and educated employees. Hiring from other districts for appraisers with an RPA designation and employees with experience and training has heightened due to the Comptroller's MAPS Review. There is a 1.7% C.O.L.A. applied for 2016. Since the budget is prepared so early in the year to accommodate the taxing entities the allocation per employee is not done until later in the year when staff reviews are completed. It is vital that Kerr CAD remain competitive with other appraisal districts. There will be a total of 11 staff positions this year unchanged from last year.

The total salary line item for 2016 is **$522,110**. We are required by the Methods Assistance Program administered by the State of Texas Property Tax Assistance Division to display each employee's salary and benefits as well as the total salary and benefits for each employee. The total for salaries plus benefits is **$726,407.**

5010 - Employers Retirement: KCAD has an independent employee retirement plan through John Hancock. All employees are required to participate in this plan. The Kerr CAD Board of Directors has elected to fund 8% of the employee's salary for their retirement plan. Employees also match an 8% contribution from their salary. Details as shown below:

Total Salaries	$	550,994
KCAD Matching Percentage	$	X 0.08
KCAD Contribution	$	**44,080**
Administration Fee	$	1,480
TOTAL	$	**45,560**

5012 - Employer Medicare: KCAD is responsible for the Medicare tax on each of the employee's wages. This rate is equal to 1.45 percent of the first $125,000 paid to each employee per year. Details of this item are as follows:

Total Salaries	$ 550,994
Medicare Rate	x 0.0145
TOTAL	$ **7,989**

5015 - Employee Medical Insurance: Kerr CAD provides health insurance to its employees through the Texas Association of Counties. The carrier for Texas Association of Counties is Blue Cross / Blue Shield. The Texas Association of Counties has informed us the premiums for 2016 are estimated at $112,860. Details of this estimated expenditure follow:

KCAD Contribution Per Month	$ 855
Number of Employees	x 11
Total Monthly Contribution	$ 9,405
Number of Months	x 12
TOTAL Estimate	**$112,860**

5016 - Texas Employment Commission: KCAD is responsible for the payment of each employee's unemployment tax through the Texas Workforce Commission. This tax is a percentage of the first $9,000 of the employee's quarterly salary. These rates change annually and are based on the number of employees hired and fired during the previous year. This line item will be **$2,484**.

5017 -Disability Insurance: The KCAD Board of Directors has elected to pay disability insurance in lieu of social security for KCAD employees. New employees will be under the same vesting requirements as other benefits. The line item for this year has a slight increase to **$8,000**.

5030 - Appraisal Review Board: KCAD is responsible for the Appraisal Review Board member's stipends. There are five members who serve on the ARB. This line item covers the ARB member's salary, travel, and training expenses and other expenses related to this board. The ARB is paid $130 per full day and $75 per half day. The line item for the ARB will remain at **$12,500**.

5034 - Vehicle Replacement Reserve: The allocated amount for vehicle replacement will remain at **$8,000** for this year.

5035 - Travel and Mileage: The heaviest driving period for the CAD is the fall and winter months during our appraisal period. This line item also includes maintenance and tires. This item also includes other travel expense and also pertains to meals and hotel expense when employees are sent to school. This line item will remain at **$18,000**.

5040 - Annual Audit: Section 6.063 of the Property Tax Code requires that the district have an annual audit by a Certified Public Accountant. The 2015 financial year audit will be conducted in 2016. The contract amount for the audit is **$6,200**.

5045 - Mapping Expense: Kerr CAD along with Kerr County, Kerr 911 and KPUB cooperate in funding a GIS mapping system called Pictometry. This system is a patented information system that combines aerial imaging with a state of the art software system allowing an appraiser to view and measure any structure, intersection, fire hydrant, tree or any feature in the county from a laptop or workstation. This technology has enabled the district to increase productivity, cut down on field trips and enhance appraisal of existing as well as the discovery of new taxable property. The investment in this system began in 2009. New flyover photos are taken every three years with the most recent flown in 2015. The Board of Directors voted to add the Changefinder Program to Pictometry enabling the software to automatically identify structures that have been altered as well as identifying new structures and ones that have been removed.

Mapping Supplies	$3,000
Flyover Mapping	$7,337
Changefinder Technology	$8,663
Total	**$19,000**

5060 - Deed Copies: In order to maintain correct property ownership, KCAD is required to purchase copies of real property deeds from the Kerr County Clerk. In 2008 the County Clerk began supplying the district with a CD format instead of paper. This resulted in a significant cost savings to the district. This item will remain at **$1,000** for this year.

5070 - Leased Equipment: The CAD leases a copy machine and a postage machine. This line item is **$6,051** for this year.

5075 - Telephone: This item includes basic telephone equipment lease and service, long distance service, and Internet subscription. This item will be **$3,000** for this year.

5080 - Utilities: The District's utility expense covers city water and electricity. Anticipated water and sewer costs are $400 per year. Electricity costs are running approximately $740 per month. The amount for this year remains at **$9,250.**

5085 - Facilities Maintenance: Facilities or building and grounds maintenance includes trash pickup, building cleaning, lawn care, and pest control. The trash pickup has an increase this year. The details of this maintenance are as follows:

Expense	$/Month	$/Year
Trash Pickup	$325	$3,900
Building Cleaning	$150	$1,800
Pest Control	$25	$ 300
Termite Inspection		$ 150
TOTAL		**$6,150**

5090 - Consultant – Appraisal: KCAD contracts out the appraisals on utilities, minerals, pipelines, and industrial properties to the industrial appraisal firm of Capitol Appraisal Group of Austin Texas. The annual contract amount for Kerr CAD's utilities, mineral, pipelines and industrial properties for this year's budget are **$14,680.** Kerr CAD also contracts with Eagle Appraisal and Consulting a professional tax appraisal firm that appraises the commercial properties in Kerr County. Commercial real estate sales information is very difficult to obtain statewide. Also commercial special use properties can be very complicated to appraise. The Comptroller's Methods Assistance Study is demanding more stringent methodology for market value and equity. Most of the lawsuits Kerr CAD incurs are commercial property lawsuits. Limited commercial sales and rental information not only hinders an initial fair and equitable appraisal but also increases the related costs of lawsuits due to the necessity of hiring a professional appraisal firm to ensure the value is defendable in ARB Hearing as well as in litigation. Eagle Appraisal and Consulting will not only appraise the commercial property but would also defend property values in the appraisal review process as well as when litigation occurs with additional litigation expenditures. **$3,320** is included in the event of litigation against the CAD. Many appraisal districts are using contractors as a cost efficient method of ensuring their values are meeting the stringent requirements of the Comptroller's Property Value Study and the Methods Assistance Program Study. Contracting is a valuable tool in helping ensure that all taxpayers are treated equitably as well keeping expenses down. Kerr CAD entered into a two year contractual agreement with Eagle Appraisal and Consulting in 2014. The contract amount for Eagle Appraisal and Consulting in 2016 is expected to be **$32,000** if Kerr CAD renews. A recap of the total for this line item is below:

Capitol Appraisal Group	$14,680
Eagle Appraisal and Consulting	$32,000
Litigation Consultant Fee	$ 3,320
Total	**$50,000**

5100 - Consultant – Legal & Expert Witness: KCAD maintains a contract with the Law Office of Peter Low. The monthly retainer fee is $150. The hourly fees are $150 for litigation and $100 for non-litigation fees such as travel. Other related expenses such as hotel room fees when needed are paid by the district. The line item for this year is **$20,000.**

5102 – Legal ARB : Recent legislation has mandated Appraisal Review Boards retain separate legal counsel from Appraisal Districts. Historically the need for legal counsel for the Kerr Appraisal Review Board has been minimal. This line item is **$2,000.**

5105 - Liability and Workers Compensation: This line item covers workers compensation, general liability, automotive liability, errors and omissions, and real and personal property insurance as well as liability related to our retirement program. The carrier for this insurance is the Texas Municipal League Intergovernmental Risk Pool (TML). This line item will be **$6,000.**

5110 - Taxpayer Assistance & Education: This line item includes required newspaper advertisements, property asset listings, appraisal guides, tax workshops and related education & assistance directed to taxpayer/appraisal district relations. This line heading was changed for 2016 to **Taxpayer Assistance & Education**. An addition of $5,000 was added to increase this line item to **$8,600.**

5120 - Schools and Employee Education: According to Section 5.04, of the Property Tax Code, an appraisal district shall reimburse an employee for all actual and necessary expenses, tuition, other fees and costs of materials incurred in attending, with the chief appraiser's approval, a course or training program conducted or by the Texas Department of Licensing and Regulation. This item is a total of **$6,550.**

5130 - Postage: Kerr CAD uses an outside mailing firm to print and mail the required appraisal notices. This saves the district some postage and helps ensure a timely mailing of appraisal notices. The district is currently charged $.70 for each address correction from the Post Office. Kerr CAD elected to mail notices only to property owners whose values changed last year or due to a change of ownership or per request by the taxpayer. Significant savings have occurred since this practice was initiated therefore this line item will be **$15,000.**

5135 - Printing: This line item includes expenses such as printing of Notices of Appraised Value, Appraisal Rolls and envelopes. This item is estimated at **$5,000.**

5136 - Dues: This line item is devoted to the registration of the district and employees with different state agencies and trade organizations. Registration with the Texas Department of Licensing and Regulation is a requirement by law. Affiliation with the Texas Association of Appraisal Districts allows KCAD to enroll in state classes for reduced tuition and keeps the district informed of changing rules and laws. Being a member of TAAD also requires us to be a member of the local Southwest Chapter. Membership in the International Association of Assessing Officers is now required by the MAPS review and also requires membership in the Texas Association of Assessing Officers. The district receives most of the sales data used in appraisals of real property from the Kerrville Board of Realtors Multiple Listing Service. The district receives a discounted price for items purchased through the Texas Building & Procurement Commission.

The district also pays a membership for the Visa charge card. A detailed cost description of this line item follows:

Texas Department of Licensing & Regulation	$ 680
Texas Association of Appraisal Districts	$1,000
Texas Association of Appraisal Districts Southwest Chapter	$ 50
International Association of Assessing Officers	$ 175
Texas Association of Assessing Officers	$ 80
Kerrville Board of Realtors M.L.S. Membership	$ 300
Texas Building & Procurement Commission	$ 100
Visa Charge Membership	$ 35
TOTAL	**$2,420**

5140 - Office Supplies: This line item includes all miscellaneous office supplies used in the district. These items include paper, writing utensils, film, toner cartridges, and other supplies. The amount this year is **$7,000**.

5145 - Furniture and Fixtures: This line item includes upgrading and replacement of computers and as well as desk, chairs and other office related furniture and fixtures. Kerr CAD is designating $4,500 of its self-generated income from property record card sales, computer generated lists, map sales, and bank interest towards this line item. There is a $2,500 allotted for desks, chairs, filing cabinets and other office related furniture and fixtures. The amount for this line item is **$7,000**.

5150 - Board of Directors: This line item is utilized to purchase director manual and reference material for the Board of Directors. A portion of this line item is also utilized to purchase awards of appreciation to outgoing board members and name plaques. Because of increased duties, responsibilities as well as increased liability associated with being a board member this line item includes education for board members. The average cost for a board member to attend a TAAD conference is approximately $1,000, A Rural Chief Appraisers Conference is approximately $500 per person. This addition would allow 3 members to attend a TAAD Conference or all six members to attend a Rural Chief's Conference. This line item is **$3,200**.

5155 - Equipment Maintenance: This item includes the maintenance of PC computers, networks, postage machine and copy machines. This line amount will be **$1,500**.

5170 - Building Reserve: A building reserve of $3,500 per year was established when KCAD purchased the current building. This fund is reserved and cannot be utilized for any purpose other than replacement or repair to major items regarding CAD facilities. The building was constructed in the mid 1970s and is in need of major repairs/renovation or replacement. In 2006 the board elected to replace the existing roof with a metal roof. In 2010 the septic system failed and due to the City of Kerrville's sanitary sewer rules the building's effluent was connected to the City of Kerrville's sewer system. Consideration is being given to the cost of extensive repairs/replacement to the parking lot, floor coverings, wall coverings, plumbing upgrade, window replacement, energy efficiency improvements as well as possible mold remediation. The structure has had several termite infestations through the years with damage undetermined. In order to ensure available funds will be available for the much needed renovations or replacement this amount will remain at **$7,000** this year.

<u>5180 - Software Support – True Automation:</u> Kerr CAD converted their old appraisal computer system to True Automation in October of 2006. True Automation is the largest CAD appraisal software company in the state. True Automation calls their system the PACS System. This line item provides for continuing maintenance and support of the PACS System by True Automation. This system contains active tax records and rolls for each taxing entity and individual property owner in the county housing almost forty thousand (40,000) property tax parcels. Every property account is recorded, updated, and appraised using this system and the tax roll is generated resulting in the values used to levy taxes for every taxing entity and taxpayer serviced by Kerr CAD. True Automation has notified the district that the software support and maintenance for this year will be decreasing due to reduced licensing fees enabling Kerr CAD to add online mapping to the property tax website. Online maps and online system backup was added for 2016.

PACS System	$31,217
Online Maps	$1,750
Online Backup	$1,200
Total	**$34,167**

<u>5200 – Banking Fees:</u> We are being assessed service charges on our bank account which will remain $200 annually.

Income Generated: Kerr CAD generates income other than from the taxing entities from lease on the AM Transmitter located on the Kerr CAD property as well as income from services provided such as maps and other copies of documents. Most of these sales are to commercial company's mostly real estate related. This item is depicted in the Taxing Entity Allocation as follows:

Less:	**Tower Lease**	**$7,200**
Less:	**Other Income**	**<u>$4,500</u>**
Reduction to Entities		**$11,700**

	2014 Cert Net Tax or Freeze Adj. Tax	2014 Tax Rate	Levy	Tax on Freeze	Total Levy	% of Total Levy	Allocation
City of Ingram	$75,412,590	0.5223	$393,880		$393,880	0.53%	**$5,239**
City of Kerrville	$1,351,749,414	0.5625	$7,603,590	$2,533,618	$10,137,208	13.76%	**$134,847**
Kerr Emerg. Dist. #1	$532,079,227	0.0215	$114,397		$114,397	0.16%	**$1,522**
Kerr Emerg. Dist. #2	$107,419,092	0.035	$37,597		$37,597	0.05%	**$500**
Kerr County	$3,033,094,375	0.412	$12,496,349	$4,029,137	$16,525,486	22.44%	**$219,825**
Lateral Roads	$3,018,395,640	0.0323	$974,942	$330,867	$1,305,809	1.77%	**$17,370**
Lake Ingram Estates Rd	$8,388,016	0.2852	$23,923		$23,923	0.03%	**$318**
Center Point ISD	$203,102,305	1.1	$2,234,125	$464,445	$2,698,570	3.66%	**$35,897**
Comfort ISD	$119,139,259	1.21	$1,441,585	$419,803	$1,861,388	2.53%	**$24,761**
Divide ISD	$49,773,587	0.85	$423,075	$36,488	$459,563	0.62%	**$6,113**
Harper ISD	$33,511,857	1.04	$348,523	$84,573	$433,096	0.59%	**$5,761**
Hunt ISD	$297,362,675	1.146	$3,407,776	$567,038	$3,974,814	5.40%	**$52,874**
Ingram ISD	$371,846,202	1.27	$4,722,447	$1,120,604	$5,843,051	7.93%	**$77,725**
Kerrville ISD	$1,869,325,080	1.18	$22,058,036	$6,327,322	$28,385,358	38.54%	**$377,588**
Medina ISD	$10,064,652	1.04	$104,672		$104,672	0.14%	**$1,392**
Upper Guadalupe River A.	$4,264,928,140	0.0244	$1,040,642		$1,040,642	1.41%	**$13,843**
Headwaters Groundwater	$4,264,928,140	0.0074	$315,605		$315,605	0.43%	**$4,198**
TOTALS			**$57,741,165.05**	**$15,913,895**	**$73,655,060**	**100.00%**	**$979,775**
2016 Total Budget						**$991,475**	
Less: Tower Lease						**$7,200**	
Less: Other Income						**$4,500**	
Reduction to Entities						**$11,700**	
ENTITY PORTION OF BUDGET						**$979,775**	

Agenda Item:

6F. Request to terminate the Airport Commerce Park development agreement and allow property owner to rezone the property. (Bruce John Stracke – Brinkman Commercial Properties).

Citizen Agenda Bill

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

SUBJECT OF REQUEST:	Airport Commerce Park - Development Agreement and Zoning
AGENDA DATE:	8/11/2015
DATE SUBMITTED:	8/5/2015
REQUESTED/SUBMITTED BY:	Bruce John Stracke - Brinkman Commercial Properties
PHONE NUMBER:	830-896-8888
ORGANIZATION REPRESENTING:	Airport Commerce Park, LTD
MAILING ADDRESS:	821 Earl Garrett Street
CITY:	Kerrville
STATE:	TX
ZIP:	78028
EMAIL ADDRESS:	brucejohn@brinkmancommercial.com
EXHIBITS/INFORMATION:	Exhibits delivered digitally to Todd Parton and Ashlea Boyle Please give us a call to discuss any questions or issues - 830.896.8888 **STAFF NOTE: Exhibits have been provided to the City Council in a separate packet. A complete packet of the exhibits is available upon request, 258-1118.**

APPROVED FOR SUBMITTAL BY CITY MANAGER:

WILL THIS ITEM REQUIRE CITY COUNCIL TO AUTHORIZE THE EXPEDITURE OF CITY FUNDS?:	NO
IF YES, STATE AMOUNT REQUESTED:	*Field not completed.*
DESCRIPTION AND DETAILS OF REQUEST:	Airport Commerce Park (ACP) Development Agreement September 2001 - August 2021 I. For 14 years Airport Commerce Park Development Agreement has been inconsequential to industrial buyers A. City annexed 75.73 acres and 14.19 acres B. EIC funded $630,000 toward water and sewer extensions to this and other tracts 1. One such property: the 29 acres Brinkman Commercial Properties sold to James Avery Craftsman for their new manufacturing facility C. Currently Planned Development District (PD-01-23) 1. 66 very specific uses that are not consistent with our current zoning districts D. Issues. 1. Development Agreement is a barrier to success. a) Repayment upon sales have not worked as intended for the city or owner (1) Developer Participation $100,000 to be paid as land sold (a) Current balance per City Staff is approximately $70,000 (b) Any contract for sale or lease will trigger the payment of the balance, whether to an end user or not. Recently a sale of ACP failed to local group in significant part to this $70,000 repayment and the electricity provider being Bandera Electric Cooperative (BEC) rather than Kerrville Public Utility Board (KPUB). E. Need for City help with the following: 1. rezone the entire tract a) removing the existing PDD b) rezoning request to E-26 zoning (1) primarily manufacturing and industrial (2) professional offices, contractor yards and some retail sales 2. Terminate the Development Agreement a) currently the Development Agreement requires platting and development in short 12 month timelines whether the market is ready to absorb the development our not. (1) Allow development to suit the market as identified by Jonas Titus and actual end users rather previous sales II. How can we accomplish this? A. Allow the owner to rezone the property E-26 removing the PDD and bring the

property back into one of Kerrville's standard zoning districts B. Terminate the development agreement to remove the burdens that have stopped continued development over the years as Section VI, A, 2 allows 1. The best way to move this area forward is to allow the market to drive each phase of development like we see on the Avery project down the road. a) release the deed of trust requiring repayment on the properties b) remove the memorandum of development agreement c) limited well use and exclusive agreement for Water and Wastewater Services continues d) drilling of wells prohibited continues e) annexation service plan remains C. Work the City, Owners and KPUB work together with BEC to have KPUB service the parcel We are available anytime to provide further background or answer questions: Bruce John Stracke, Harvey Brinkman or Carl Henneke at 830.896.8888

RECOMMENDED COUNCIL ACTION:	A. Allow the owner to rezone the property E-26 removing the PDD and bring the property back into one of Kerrville's standard zoning districts B. Terminate the development agreement to remove the burdens that have stopped continued development over the years as Section VI, A, 2 allows 1. The best way to move this area forward is to allow the market to drive each phase of development like we see on the Avery project down the road. a) release the deed of trust requiring repayment on the properties b) remove the memorandum of development agreement c) limited well use and exclusive agreement for Water and Wastewater Services continues d) drilling of wells prohibited continues e) annexation service plan remains C. Work the City, Owners and KPUB work together with BEC to have KPUB service the parcel

Agenda Item:

6G. Creation of a recognition program for outstanding citizens. (Mayor Pratt)

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

SUBJECT: Creation of a recognition program for outstanding citizens

FOR AGENDA OF: Aug. 11, 2015 **DATE SUBMITTED**: Aug. 6, 2015

SUBMITTED BY: Jack Pratt, Jr.
Mayor

CLEARANCES: Todd Parton
City Manager

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$0	$0	$0	

PAYMENT TO BE MADE TO:
REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

I propose that the city create a recognition program to acknowledge outstanding citizens who have made a significant contribution to or positive impact on the citizens of Kerrville. The City Council would accept nominations from the community for outstanding individuals who reside within the City of Kerrville. These nominations would be accepted through an online or written application would be recognized as deemed worthy.

Each application would be reviewed by a committee of the City Council, which would be the Mayor and one additional member appointed annually. The committee would review the applications according to the following criteria:

1. Positive Impact in the City of Kerrville,
2. Enhancement of the City of Kerrville and the Lives of its Citizens, and
3. Meeting a Community Need or Concern.

After evaluating the applications, the committee would select a nominee worthy of the recognition. Each year the Mayor would recognize one recipient as the Outstanding Citizen of the Year.

RECOMMENDED ACTION

Authorize the creation of this citizen driven recognition program.

Agenda Item:

7A. City of Kerrville fiscal year 2016 budget. (staff)

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

SUBJECT: Discussion and direction to city staff regarding the City of Kerrville FY2016 budget

FOR AGENDA OF: Aug. 11, 2015 **DATE SUBMITTED:** Aug. 6, 2015

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES:

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$0	**$0**	**$0**	

PAYMENT TO BE MADE TO:
REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

City staff will review amendments made to the draft FY2016 budget pursuant to City Council direction at the workshop held on August 4, 2015, and additional modifications made by city staff.

RECOMMENDED ACTION

This item is intended for discussion and direction to city staff. No specific action is recommended.

Agenda Item:

8A. Food service advisory board. (staff)

BUSINESS OF THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS

SUBJECT: Appointment to the Food Service Advisory Board

FOR AGENDA OF: August 11, 2015 **DATE SUBMITTED**: August 3, 2015

SUBMITTED BY: Brenda Craig BC
City Secretary

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Board List

APPROVED FOR SUBMITTAL BY CITY MANAGER:

SUMMARY STATEMENT

Consider appointment to the following board:

Food Service Advisory Board: One term due to expire on December 1, 2015; due to the resignation of Dainelle Logan.

RECOMMENDED ACTION

Consider appointment.

FOOD SERVICE ADVISORY BOARD

	Telephone	Orig. Appt.	Re-Appt. Date	Exp. Date
ARCHER, TYLER Chairperson 240 Valley View	210-372-2812 (O) 257-7000 (H)	12-13-11	11-12-13	12-01-15
YOUNG, DARRELL Vice-Chairperson 1326 Ranchero Rd.	257-0800 (O) 896-1852 (H)	12-11-12	12-09-14	12-01-16
DITTMAR, REBECCA 155 Aqua Vista	353-1305 (O) 896-9037 (H)	12-11-12	12-09-14	12-01-16
GONZALES, DAVID C. 704 Englemann Oak Dr. Fredericksburg, TX 78624	830-315-2750 (O) 940-452-5486 (H)	08-27-13	12-09-14	12-01-16
HUGHES, BRENDA 709 Galbraith Ave.	257-4540 (O) 370-3614 (H)	12-13-11	11-12-13	12-01-15
LOGAN, DAINELLE 406 Ave. B	257-0606 (O) 936-239-8224 (H)	11-12-13		12-01-15
VAZQUEZ, ABEL 158 Valley View	257-0606 (O) 896-9899 (H)	01-11-11	12-09-14	12-01-16

COUNCIL LIAISON:

STEPHEN FINE 1210 Virginia Dr.	285-4245 (C) 896-2934 (H)

CITY STAFF:

Danny Batts Director of Bldg. Services	258-1178 (O) 896-0517 (F)

Qualifications: Shall be composed of local certified food managers from the food service or food processing industry, any member of the local restaurant association who owns or conducts business in the city of Kerrville or any citizen of Kerr County qualified by training and/or experience to advise on the application of the food code.

Powers and Duties: To hear appeals and make recommendations to the health official for variances from provisions of the code; to provide assistance to the health official concerning interpretations of the code; to advise the city manager, at his request, regarding the suspension or revocation of food permits; and to consider and make recommendations to city council regarding any matters relating to the food service program.

Term of Office: Two Years; no member shall serve more than two consecutive terms.

Quorum:	Four
Number of Members:	Seven
Meeting Time & Place:	Tri-annually (April, August & Dec), Third Tuesday, 3:00 p.m., Development Services
Absences:	Any member who misses three consecutive regular meetings shall thus cause his/her seat on the board to become vacant. The council shall then appoint a new member to fill the vacancy.
Established by:	Ordinance 1989-30; amended by Ordinance 1994-11 Code of Ordinances: Chapter 58 - Article II - Section 58-34
Revised:	May 27, 2015