

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, MARCH 8, 2016, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, MARCH 8, 2016, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION: by Sharon Taylor, White Dove Ranch Ministry.

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. 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:

2A Second extension of temporary lease agreement requested by tenant for property located at 529 Water Street. (staff)

2B. Adoption of pavement management plan conducted by Fugro. (staff)

2C. Professional services agreement with Peter Lewis Architect + Associates, PLLC for design and construction administration of the utility construction/purchasing building in an amount not to exceed a total contract amount of \$99,650.00.

END OF CONSENT AGENDA

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: March 4, 2016 at 12:30 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

3. PUBLIC HEARING:

3A. Proposed annexation of approximately 194.79 acre tract of land generally located on the south side of State Highway 27 and between Oak Way Street and Split Rock Road; described as 8,485,189 square feet more or less out of William Watt Survey No. 69, Abstract No. 367 and the W.T. Crook Survey No. 70, Abstract No. 113, Kerr County, Texas, and more particularly described as 337 Split Rock Road. (staff)

4. ORDINANCES, FIRST READING:

4A. Ordinance No. 2016-03, repealing Ordinance No. 2010-22, which created a "Planned Development District" for the approximate 1.2 acre tract of land, being Lots 3 through 8, inclusive, Block 27 of the J.A. Tivy Addition, a subdivision within the City of Kerrville, Texas, and otherwise known as 1001 Jefferson Street. (staff)

4B. Ordinance No. 2016-04, amending the Code of Ordinances of the City of Kerrville, Texas, concerning regulations for city park and recreation areas, to include Chapter 58 "Health and Sanitation", Article III "Smoking in Enclosed Public Places and Places of Employment; Use of Electronic Vaping Devices"; and Chapter 74 "Parks and Recreation", Article I "Rules and Regulations for City Park and Recreation Areas"; by amending sections with respect to smoking, operating a vehicle, possessing illegal firearms and other weapons, the possession of animals, and adding regulations regarding the use of drones; containing a cumulative clause; containing a savings and severability clause; providing a penalty; and providing other matters relating to the subject. (staff)

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Presentation of the Fiscal Year 2015 Comprehensive Annual Financial Report (CAFR). (staff)

5B. Agreement between the City of Kerrville and Newport Television, LLC doing business as WOAI-TV for the placement and operation of a weather vision camera, weather vision data pod, and related equipment on the roof of the Butt-Holdsworth Memorial Library. (Mayor Pratt)

6. INFORMATION AND DISCUSSION:

6A. Report from the Beautification Advisory Committee. (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: March 4, 2016 at 12:30 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

7. BOARD APPOINTMENT:

7A. Appointment to Kerrville Public Utility Board. (staff)

8. ITEMS FOR FUTURE AGENDAS

9. 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.

10. 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:

10A. Section 551.074:

- Appointment to the Kerrville Public Utility Board.

10B. Sections 551.071 and 551.072:

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:

- River trail.

11. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

12. 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: March 4, 2016 at 12:30 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 Second extension of temporary lease agreement requested by tenant for property located at 529 Water Street. (staff)

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

SUBJECT: Second extension of Temporary Lease Agreement requested by tenant for property located at 529 Water Street

FOR AGENDA OF: Mar. 8, 2016

DATE SUBMITTED: Mar. 1, 2016

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES:

EXHIBITS: Request for Extension – February 18, 2016
Temporary Lease Agreement
First Extension of Temporary Lease – January 15, 2016
Second Extension of Temporary Lease (Draft)

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The City of Kerrville executed a Temporary Lease Agreement with WRS Enterprises, Inc., on October 26, 2015, upon finalizing the city's purchase of the property and improvements at 529 Water Street. The property was the primary residence of Walter and Barbara Schellhase and the Temporary Lease Agreement provided for their transition to a new primary residence.

The initial term of the lease agreement expired on January 24, 2016. An extension of the lease through March 26, 2016, was granted by the City Council at its meeting of January 12, 2016. This extension was granted pursuant to the terms of the lease agreement (Paragraph 2.(a)).

A second extension has been requested through April 30, 2016. Walter and Barbara Schellhase are planning to be completely moved from the property by April 16, 2016, and request the final two weeks to clean up the property after all their items have been removed.

RECOMMENDED ACTION

City staff recommends that the second extension through April 30, 2016, be granted and to direct the city manager to prepare and execute a letter confirming this action.

Todd Parton

From: wrs <aps@omniglobal.net>
Sent: Thursday, February 18, 2016 4:26 PM
To: Todd Parton
Subject: lease extention

Todd:

We are requesting an extension of our lease to April 30, 2016. We would appreciate your presenting our request to council.

We should be completely moved out on April 16. This will give us a couple of weeks to clean up our moving mess. This place really looks bare with all the mirrors and pictures moved from the walls. Most of the antiques have been moved into storage for the time being.

Thanks, Walter

TEMPORARY LEASE AGREEMENT

THIS TEMPORARY LEASE AGREEMENT ("*Lease*") dated effective as of the 26TH day of October, 2015 ("*Effective Date*"), is between THE CITY OF KERRVILLE, a Texas municipality ("*Landlord*"), and WRS ENTERPRISES, INC. ("*Tenant*"). For valuable consideration the parties agree and act as follows:

1. Definitions. The following terms have the meanings set forth below:

(a) Leased Premises. The real property more particularly described on Exhibit A attached hereto, together with any and all improvements (the "*Improvements*"), fixtures, personal property, and equipment situated thereon.

(b) Permittees. All partners, officers, directors, employees, agents, contractors, customers, visitors, and invitees of a party to this Lease.

2. Demise, Term.

(a) Demise. Landlord hereby leases to Tenant and Tenant hereby accepts from Landlord, subject to the terms, provisions, and conditions of this Lease, the Leased Premises commencing on the Effective Date and continuing for a period of ninety (90) days (the "*Term*"). Tenant has the right to seek an extension of the term, which will be subject to written approval of the City Council.

(b) Quiet Enjoyment. Upon Tenant's observance and performance of all of the covenants, terms, and conditions to be observed and performed by Tenant pursuant to this Lease, Tenant shall have throughout the Term the peaceful, quiet, and undisturbed use and possession of the Leased Premises and all rights and privileges pertaining thereto, subject to the terms, conditions, and provisions of this Lease.

3. Rent/Deposit.

(a) Rent. There is no rent due under this Lease.

(b) Deposit. There is no deposit due under this Lease.

4. Tenant Expenses. It is the intent of Landlord and Tenant that, with the exception of Real Property Taxes, all costs, expenses, or charges with respect to the Leased Premises incurred during the Term are the responsibility of Tenant, which includes all utilities.

5. Delivery of Leased Premises. The Leased Premises are being leased "AS IS -- WHERE IS," with Tenant accepting all defects, if any, and Landlord makes no warranty of any kind, express, or implied, with respect to the physical condition of the Leased Premises (without limitation, Landlord makes no warranty as to the habitability, fitness, or suitability of the Leased Premises for a particular purpose nor as to the absence of any toxic or other hazardous substances). Tenant acknowledges that as of the Effective Date, Tenant has been in possession

of the Leased Premises and Tenant has had full opportunity to inspect the Leased Premises and to have qualified experts inspect the Leased Premises prior to the Effective Date. Tenant acknowledges that neither Landlord nor its agents have made any representations or promises with respect to the Leased Premises, and no rights, easements, or licenses are acquired by Tenant by implication or otherwise. The taking of possession of the Leased Premises by Tenant shall be conclusive evidence that the Tenant has accepted the Leased Premises "AS IS - WHERE IS".

6. Alterations and Repairs.

(a) Alterations. Tenant shall not make any alterations, additions, or changes to the interior or exterior of the Improvements situated on the Leased Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion.

(b) Tenant's Repairs. Commencing from and after the Effective Date, Tenant shall, at its sole cost and expense, repair and maintain the Leased Premises in the same condition and repair existing on the date hereof, and in accordance with all applicable laws, rules, ordinances, orders, and regulations of any federal, state, county, municipal, and other governmental entities having jurisdiction over the Leased Premises (collectively, the "Laws"); provided however, that Tenant shall not be required to make any repairs to cause the buildings situated on the Leased Premises to comply with the Laws to the extent such repairs pertain to defects or conditions existing on the date hereof. Tenant shall, at its sole cost and expense, diligently and promptly make or cause to be made all necessary repairs and replacements to the Leased Premises to maintain or comply with the foregoing sentence. Tenant shall not be required to make any repairs or replacements to the Leased Premises as to defects or conditions existing on the date hereof or damage to the Leased Premises existing on the date hereof not caused by Tenant or its employees, permittees, invitees, visitors, licensees, customers, agents, or contractors, the Leased Premises being "AS IS - WHERE IS". Landlord shall not be required to (i) furnish any services or facilities to the Leased Premises during the Term, including but not limited to providing security and lighting or otherwise maintaining a safe environment, or (ii) make any repairs to the Leased Premises during the Term. Without diminishing the foregoing obligations of Tenant, should Tenant fail to make any repairs which it is obligated to perform under this paragraph 6(b), Landlord may, but shall in no event be required to, make such repairs for Tenant's benefit and the expense thereof shall be immediately paid by Tenant to Landlord upon demand. In addition, Landlord shall have any and all other remedies provided hereunder for a default by Tenant, should Tenant fail to comply with the foregoing.

7. Utilities. Following the Effective Date, Tenant shall, at its expense, continue providing to the Leased Premises such utility facilities as are necessary for water, gas, electricity, telephone, and sanitary sewer service (collectively, the "Utilities") in sufficient capacity for Tenant's intended use. Tenant shall arrange with the appropriate utility suppliers for the continuation of the Utilities to the Leased Premises, pay all connection, meter, and service charges and deposits required to maintain the Utilities to the Leased Premises, and pay such Utility suppliers directly for such services.

8. Taxes.

(a) Real Property Taxes. Landlord shall be responsible for all real property taxes and assessments ("*Real Property Taxes*") assessed against the Leased Premises by governmental authorities for each tax year during the Term.

(b) Personal Property Taxes. Tenant shall before delinquency pay all taxes and assessments levied or assessed against Tenant's trade fixtures, stock-in-trade and other personal property placed in the Leased Premises; and upon request of Landlord, deliver to Landlord receipts from the applicable taxing authority to evidence that such taxes have been paid.

9. Use, Transfers, or Assignments.

(a) Tenant's Use. Tenant may use the Leased Premises only for single-family residential use, in the same manner as exists on the date hereof, and Tenant shall comply with all applicable governmental laws, ordinances and regulations in its use of the Leased Premises.

(b) Assignment, Subletting. Tenant shall have no right to assign this Lease or sublet all or any part of the Leased Premises, without the prior written approval of Landlord, which approval may be given or withheld in Landlord's sole discretion.

10. Landlord's Right of Access. Landlord, and its Permittees, shall have the right to enter upon the Leased Premises during normal business hours with twenty four (24) hour notice or such other time as is mutually agreed upon by Landlord and Tenant (or at any time in the event of an emergency) for the purpose of conducting inspections, investigations, and construction activities on the Leased Premises; provided, that Landlord shall not unreasonably interfere with Tenant's use and occupancy thereof.

11. Indemnification, Insurance.

(a) Indemnification. Tenant waives any and all claims against Landlord for property damages and/or personal injury arising from Tenant's use or occupancy of the Leased Premises. Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims arising from Tenant's (or any Permittee of Tenant) use or occupancy of the Leased Premises, including claims of personal injury, damage to property, and violation of laws arising from or attributable to events first occurring after the date hereof, and Tenant will bear all costs in connection with such claims, including reasonable attorneys' fees. This paragraph shall survive the expiration or termination of this Lease.

(b) Insurance. During the Term of this Lease, Tenant shall, at its sole cost and expense, maintain comprehensive general liability insurance against all claims on account of bodily injury and personal injury, with limits of not less than (i) \$500,000.00 for bodily injury to or death of any one person, (ii) \$500,000.00 for any one occurrence for bodily injury to or death of one or more persons arising out of any one occurrence, and (iii) \$500,000.00 for property damage.

(c) Scope. Each policy to be provided by Tenant hereunder shall name the Landlord or its designee as an additional insured and shall also contain a provision whereby the insurer agrees that such policy shall not be canceled except after thirty (30) days' written notice to the Landlord or its designee. The insurance policies or duly executed certificates thereof, together with satisfactory evidence that the premium has been paid, shall be deposited with the Landlord on the date hereof; and, thereafter, evidence of continuing insurance and premium payment shall be delivered to the Landlord not less than thirty (30) days prior to the expiration of each policy required to be in force hereunder. If Tenant fails to maintain the required insurance, the Landlord may, but shall not be obligated to, obtain such insurance and be reimbursed upon demand.

(d) Waiver of Subrogation. Neither Landlord nor Tenant shall be liable by way of subrogation or otherwise to the other party or to any insurance company insuring the other party for any loss or damage to any of the property of the Landlord or Tenant covered by insurance even though such loss or damage might have been occasioned by the negligence of the Landlord or Tenant or their respective Permittees. This release shall be in effect only so long as the applicable insurance policies shall contain a clause or endorsement to the effect that the waiver shall not affect the right of the insured to recover under such policies. Each party shall use its reasonable efforts, including payment of any additional premium, to have its insurance policies contain the standard waiver of subrogation clause. In the event Landlord's or Tenant's insurance carrier declines to include in such carrier's policies a standard waiver of subrogation clause, Landlord or Tenant shall promptly notify the other party.

12. Destruction, Condemnation.

(a) Destruction. If the Improvements are damaged or destroyed ("Casualty") during the Term of this Lease, this Lease shall automatically terminate and both Landlord and Tenant shall be released from any further obligations hereunder.

(b) Condemnation.

(i) Taking of Leased Premises. In the event of a taking by the power of eminent domain or conveyance in lieu thereof ("Taking") of the whole or any part of the Leased Premises, this Lease shall automatically terminate.

(ii) Awards. All compensation awarded for any Taking shall be the property of Landlord, and Tenant hereby assigns to Landlord any interest to which Tenant may be entitled thereto.

13. Default.

(a) Events of Default. The following are events of default ("Events of Default"):

(i) Other Obligations. Tenant fails to perform any obligation, covenant or condition or to comply with any provisions of this Lease (other than the payment of monetary obligations) and such failure continues for five (5) days after written notice from the Landlord, unless said default reasonably requires more than five (5) days to cure and the Tenant commences a cure within five (5) days after written notice and thereafter diligently pursues the same to completion within a reasonable time thereafter not to exceed thirty (30) days.

(ii) Bankruptcy. Tenant files in any court pursuant to any statute a petition in bankruptcy or insolvency or for reorganization or arrangement or makes an assignment for the benefit of creditors or any such petition is filed against Tenant and a receiver or trustee of all or any portion of Tenant's property is appointed and such proceeding is not dismissed or the trusteeship discontinued within thirty (30) days after such appointment.

(b) Landlord's Remedies. Upon the occurrence of an Event of Default by Tenant, Landlord shall have one or more of the following remedies:

(i) Termination. Landlord may terminate this Lease by written notice to Tenant. No re-entry or other act performed or omitted by Landlord shall be deemed to have terminated this Lease or any obligation of Tenant for payment of money or otherwise unless Landlord shall expressly notify Tenant in writing that Landlord has elected to terminate this Lease. In the event Landlord elects to terminate the Lease as provided above, Tenant shall be liable for and shall pay to Landlord at the address specified for notice to Landlord herein the sum of all amounts payable to Landlord pursuant to the terms of this Lease which have accrued to date of such termination.

(ii) Re-Entry. Landlord may re-enter the Leased Premises and cause Tenant to be removed with or without legal process. Landlord may recover from Tenant all expenses of any nature incurred by Landlord in re-entering the Leased Premises, including attorneys' fees, together with interest on all delinquent unpaid amounts at the rate of the lesser of (i) twelve percent (12%) per annum and (ii) the highest rate permitted by applicable law from the date accrued.

(c) Remedies Cumulative. Except as provided herein, no remedy herein conferred upon or reserved to Landlord shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

14. General Provisions.

(a) Notice. "Notice" shall mean any notice, notification, consent, approval, request, designation, submission, specification, election or other communication required or permitted under this Lease. All notices shall be in writing and shall be deemed to have been given and received the earlier of (i) the date the notice is delivered by one party to the other party personally or delivered to the party's address by a party or by a delivery service which records delivery dates, or (ii) the date upon which the notice is placed in the mail addressed to the other

party at the party's address, properly stamped, certified or registered mail, return receipt requested. A party's address shall be as follows or as set forth in a notice to the other party:

Tenant: WRS Enterprises, Inc.
529 Water Street
Kerrville, Texas 78028-5364

Landlord: City of Kerrville
City Hall; Attn: City Manager
701 Main Street
Kerrville, Texas 78028

(b) Entire Agreement. Tenant acknowledges that neither Landlord nor any one on Landlord's behalf has made any representation, warranty or promise with respect to the Leased Premises except as expressly set forth in this Lease. This Lease embodies the entire agreement and understanding as to the leasing of the Leased Premises and supersedes all prior negotiations, agreements, and understandings, written or oral. Any provision of this Lease may be modified, waived, or discharged only by an instrument in writing signed by the party against which enforcement of such modification, waiver, or discharge is sought.

(c) Brokerage Commission. Landlord and Tenant acknowledge and agree that no brokerage fee or commission is owing in connection with this Lease. Tenant and Landlord shall indemnify and hold the other harmless against any commission, payment, interest or participation claimed on account of this Lease under any alleged agreement or understanding entered into between or on that party's behalf with the person or entity claiming the commission, payment, interest, or participation.

(d) Surrender. Upon the expiration of the Term or earlier termination of this Lease, or upon the date that Tenant vacates the Leased Premises, Tenant shall surrender the Leased Premises to Landlord in a neat and safe condition and otherwise in compliance with paragraph 6(b) above. Any of Tenant's property not removed by Tenant by the expiration of this Lease may, at Landlord's option, be deemed abandoned by Tenant and may be retained or disposed of by Landlord as it desires in its sole discretion without any liability to Tenant, its successors or assigns, and without any claim by Tenant, its successors or assigns.

(e) Holding Over. In the event Tenant fails to vacate the Leased Premises prior to the expiration of the Term or an extension of the Term as contemplated above, then Landlord shall have the right to charge Tenant holdover rent at the rate of \$50.00 per day for each day beyond the expiration of the Term that Tenant remains in possession of the Premises. In addition to the remedy of holdover rent as set forth above, Landlord shall have all remedies available at law or in equity, and Tenant shall indemnify Landlord against all losses, costs, damages, and attorneys' fees arising from Tenant's failure to surrender the Leased Premises following the expiration of the Term. This indemnification shall survive the termination or expiration of this Lease. Tenant expressly waives any defenses, claims or counterclaims that Tenant may have to any suit or action by Landlord to recover possession of the Leased Premises after the expiration of the Term.

(f) Applicable Law, Construction. The laws of the State of Texas shall govern the validity, performance, and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. If any provision of this Lease is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, the provision shall have the meaning which renders it valid. The submission of this document for examination does not constitute an offer to lease, this document being effective only upon execution and delivery by Landlord, Tenant and any guarantors.

(g) Attorneys' Fees. If either party hereto brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action shall be entitled to attorneys' fees and costs of suit.

(h) Time of the Essence. Time is of the essence with respect to each provision, term, and covenant of this Lease.

(i) Captions. The captions are for convenience and do not limit or define the provisions of this Lease.

(j) Gender, Number. Whenever the sense of this Lease requires it, the use of (i) singular number shall be deemed to include the plural, (ii) the masculine gender shall be deemed to include the feminine or neuter gender, and (iii) the neuter gender shall be deemed to include the masculine and feminine gender.

(k) Binding Effect. All provisions of this Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Lease may be executed by facsimile or electronic transmission in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease to become effective as of the date first written above.

LANDLORD:

City of Kerrville, a Texas municipality

By: _____
Name: Todd Parker
Title: City Manager

TENANT:

WRS Enterprises, Inc.,
a Louisiana Corporation

By: _____
Name: William S. Williams
Title: President

T:\LOM CHV\F03\ENV\OIL CAS\US 33\WATER LEASE BETWEEN COX & WRS ENTERPRISES, INC.\1101171001.DOCX

EXHIBIT A
Legal Description

OF A 1.32 ACRE TRACT LOCATED IN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, SAID 1.32 ACRES BEING ALL OF A CALLED 1.33 ACRE TRACT VESTED TO W.R.S. ENTERPRISES, INC AND DESCRIBED IN VOLUME 661, PAGE 772 OF THE DEED RECORDS OF KERR COUNTY, TEXAS; SAID 1.32 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, USING A COMBINED SCALE FACTOR OF 1.00017;

BEGINNING, AT A FOUND 1/2 INCH REBAR IN THE WESTERLY RIGHT-OF-WAY LINE OF WATER ST. S MARKING THE EASTERLY CORNER OF BLOCK 1, LOT 1, BUTT-HOLDSWORTH MEMORIAL LIBRARY, AS DESCRIBED IN VOLUME 127, PAGE 246 OF THE MAP AND PLAT RECORDS OF KERR COUNTY, TEXAS, FOR THE NORTHERLY CORNER OF HEREIN DESCRIBED TRACT OF LAND HAVING A GRID COORDINATE OF N: 13,920,666.21, E: 1,923,245.49;

THENCE, LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF WATER ST. S, S 48° 09' 48" W, A DISTANCE OF 197.00 FEET TO A SET 1/2" IRON ROD WITH A "BPI" CAP FOR A CORNER OF HEREIN DESCRIBED TRACT;

THENCE, S 48° 09' 48" W, AT 37.86 FEET PASSING A FOUND 5/8 INCH IRON ROD CONTINUING FOR A TOTAL DISTANCE OF 112.50 FEET TO A SET 1/2" IRON ROD WITH A "BPI" CAP IN THE NORTHERLY BANK OF GUADALUPE RIVER FOR THE EASTERLY CORNER OF HEREIN DESCRIBED TRACT;

THENCE, ALONG THE MEANDERS OF GUADALUPE RIVER, S 42° 37' 28" E, A DISTANCE OF 222.83 FEET TO A FOUND 5/8" IRON ROD, BEING THE MOST WESTERLY CORNER OF A CERTAIN TRACT VESTED TO CAILLOUX FOUNDATION PROPERTIES, LLC AS DESCRIBED IN VOLUME 1828, PAGE 87 OF THE DEED RECORDS OF KERR COUNTY, TEXAS, FOR THE SOUTHERLY CORNER OF HEREIN DESCRIBED TRACT;

THENCE, LEAVING THE NORTHERLY BANK OF GUADALUPE RIVER, N 45° 00' 49" W, A DISTANCE OF 213.96 FEET TO A SET PK NAIL IN COLUMN IN THE WESTERLY RIGHT-OF-WAY LINE OF WATER ST. S BEING A POINT OF CURVATURE FOR THE EASTERLY CORNER OF HEREIN DESCRIBED TRACT;

THENCE, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CHORD OF N 15° 51' 25" W, 101.73 FEET, A RADIUS OF 339.40 FEET AND A CENTRAL ANGLE OF 17° 14' 17", A DISTANCE OF 102.11 FEET TO A SET PK NAIL IN CONCRETE FOR A POINT OF REVERSE CURVATURE;

THENCE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CHORD OF N 19° 52' 19" W, 128.07 FEET, A RADIUS OF 279.66 FEET AND A CENTRAL ANGLE OF 26° 39' 45", A DISTANCE OF 130.14 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 1.32 ACRES (57,327 SQ. FT.) OF LAND, MORE OR LESS.
CONTAINING AN AREA OF 20.199 ACRES (1,220,359.75 SQ. FT.) OF LAND, MORE OR LESS.

**EXTENSION OF TERM TO THE
TEMPORARY LEASE AGREEMENT BETWEEN
THE CITY OF KERRVILLE, TEXAS, AND WALTER R. SCHELLHASE**

This *Extension of Term to the Temporary Lease Agreement*, which had an effective date of October 27, 2015, is made and entered into by and between the CITY OF KERRVILLE, a Texas municipality, hereinafter called Landlord, and Walter R. Schellhase, hereinafter called Tenant, and does the following:

1. Pursuant to Section 2. of the Temporary Lease Agreement ("Lease"), the Lease is hereby extended through March, 26, 2016.

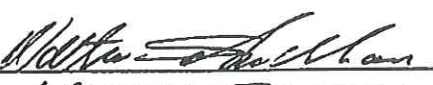
2. Except as provided hereby, Landlord and Tenant agree that the Lease is and shall remain in full force and effect in accordance with its terms.

SIGNED this the 15 day of JAN, 2016.

LANDLORD:
City of Kerrville

By: 
Name: Todd Patton
Title: City Manager

TENANT:
Walter R. Schellhase

By: 
Name: WALTER SCHELLHASE

**EXTENSION OF TERM TO THE
TEMPORARY LEASE AGREEMENT BETWEEN
THE CITY OF KERRVILLE, TEXAS, AND WALTER R. SCHELLHASE**

This *Extension of Term to the Temporary Lease Agreement*, which had an effective date of October 27, 2015, is made and entered into by and between the CITY OF KERRVILLE, a Texas municipality, hereinafter called Landlord, and Walter R. Schellhase, hereinafter called Tenant, and does the following:

1. Pursuant to Section 2. of the Temporary Lease Agreement ("Lease"), the Lease is hereby extended through April, 30, 2016.

2. Except as provided hereby, Landlord and Tenant agree that the Lease is and shall remain in full force and effect in accordance with its terms.

SIGNED this the _____ day of _____, 2016.

LANDLORD:
City of Kerrville

By: _____
Name: _____
Title: _____

TENANT:
Walter R. Schellhase

By: _____
Name: _____

Agenda Item:

2B. Adoption of pavement management plan conducted by Fugro. (staff)

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

SUBJECT: Adoption of Pavement Management Plan conducted by Fugro

FOR AGENDA OF: March 8, 2016

DATE SUBMITTED: March 2, 2016

SUBMITTED BY: Stuart Barron

Director of Public Works

CLEARANCES: Kristine Day

Deputy City Manager

EXHIBITS: Fugro: Pavement Condition Data Collection and Evaluation, available on city website: <http://www.kerrvilletx.gov/DocumentCenter/View/24799> and in city secretary's office

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

Pursuant to City Council's direction during the February 11, 2016 Budget Workshop, Fugro Inc. revised Kerrville's pavement evaluation report with three key objectives in mind. The first objective was to develop an achievable pavement management plan that could be funded at \$1.1 million for the first year, \$1.25 million for the second year, \$1.5 million for the third year, and \$1.5 million plus a 3 percent inflationary factor for every year thereafter. The second and third objectives were for the plan to improve the City's overall Pavement Condition Index (PCI) rating to 70 in the first five years, and 75 within 10 years. The plan should make progress in all street categories with special consideration to keep the Failed Streets to a minimum. The City would follow the plan for the next five years. After five years the City should re-evaluate the streets and compare the results to this benchmark study. Fugro, Inc. has achieved Council's goals and offers the report for adoption.

RECOMMENDED ACTION

Adopt Pavement Condition Data Collection and Evaluation Report for City of Kerrville, Texas, and the appendices as the City of Kerrville Pavement Management Plan.

Agenda Item:

2C. Professional services agreement with Peter Lewis Architect + Associates, PLLC for design and construction administration of the utility construction/purchasing building in an amount not to exceed a total contract amount of \$99,650.00.

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

SUBJECT: Council authorization for the City Manager to enter into a Professional Services Agreement with Peter Lewis Architect + Associates, PLLC for design and construction administration of the Utility Construction/Purchasing Building in an amount not exceed a total contract value of \$99,650.00.

FOR AGENDA OF: March 8, 2016

DATE SUBMITTED: March 1, 2016

SUBMITTED BY: Kyle Burow, P.E., CFM
Director of Engineering

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: Professional Services Agreement
Conceptual Floor Plan & Site Plan

PAYMENT TO BE MADE TO: Peter Lewis
334 West Water Street
Kerrville, TX 78028

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$99,650.00	\$150,000.00	\$150,000.00	U04

REVIEWED BY THE FINANCE DIRECTOR:

The Utility Construction (UTC) building was built in 1939 by LCRA. The building and city yard were later transferred to the City with a primary use to house equipment and materials. Throughout the years, the building has seen numerous modifications and additions. The current occupancy is for office space and shop space for three different divisions in addition to housing over \$600,000 of rolling stock and a substantial portion of city water utility inventory. The UTC building was listed in the 2008 Facility Master Plan as poor condition with a lack of insulation and air infiltration. The current building does not meet ADA standards in the restrooms, stairs, and door clearances and hardware. The wood frame building is now 77 years old and is in need of substantial renovation. The master plan lists the facility of having no more lifespan and a renovation as being cost prohibitive. The shop area was not designed for its current use, has never been insulated and the inventory is not in a centralized location where it can be easily secured and accounted by city staff. The proposed structure will be a 12,500 square foot single story, pre-engineered metal building with 'R' panel siding and

masonry wainscot that will include truck and equipment bays, office, break room, locker room, restrooms, and storage.

RECOMMENDED ACTION

Authorize the City Manager to enter into a Professional Services Agreement with Peter Lewis Architect + Associates, PLLC for design and construction administration of the UTC/Purchasing Building in an amount not exceed a total contract value of \$99,650.00.

PROFESSIONAL SERVICES AGREEMENT

[FIRM: Peter Lewis Architect + Associates | PROJECT-SERVICES: UTC Building]

THIS AGREEMENT is entered into the _____ day of _____, 2016 (“Effective Date”), by and between the **CITY OF KERRVILLE, TEXAS** (“CITY”) and **Peter Lewis Architect + Associates**, (“CONSULTANT”), and at times, collectively referred to herein as “parties”.

WHEREAS, CITY hires CONSULTANT to perform certain work and services set forth in Scope of Services, marked **Exhibit A**, and attached hereto and incorporated herein, toward completion of the Project; and

WHEREAS, CONSULTANT agrees to perform said work and services as specified under Article I of this Agreement;

NOW, THEREFORE, the parties agree as follows:

I. CONSULTANT’S SERVICES

CONSULTANT shall perform and pay for all labor, tools, materials, equipment, supplies, transportation, and management necessary to perform all services set forth in **Exhibit A** and all other professional services reasonably inferable from **Exhibit A** and necessary for complete performance of CONSULTANT’s obligations under this Agreement, collectively referred to herein as “Services”. CITY may, at any time, stop CONSULTANT from performing the Services upon giving CONSULTANT written notice. To the extent of any conflict between the terms of this Agreement and **Exhibit A**, the terms of this Agreement will prevail.

II. CONSULTANT’S RESPONSIBILITIES

A. CONSULTANT, upon its review of a general description of the Project provided by CITY, has prepared and provided to CITY the specific Services required to complete the Project, which is attached as **Exhibit A**.

B. CONSULTANT shall use its best efforts, skill, judgment, and abilities in performing the Services in an expeditious and timely manner consistent with the applicable professional standards of care and the orderly progress of the Project. CONSULTANT shall at all times provide sufficient personnel to accomplish the Services in a timely manner. CONSULTANT shall manage the Services, administer the Project, and coordinate other professional services as necessary for the complete performance of CONSULTANT’s obligations under this Agreement. CONSULTANT shall periodically report the status of the Services to CITY as is appropriate to keep CITY informed as to the status of the work.

C. CONSULTANT shall perform the Services in compliance with all applicable federal, state, and municipal laws, to include building codes and accessibility standards (e.g., Americans with Disabilities Act) and with those of any other entity having jurisdiction over the Project. In

addition, CONSULTANT shall perform the Services in a manner consistent with generally accepted standards for its profession.

D. Plans, drawings, specifications, and/or other reports produced by CONSULTANT (collectively referred to herein as "Design Documents") pursuant to the Services must be reasonably accurate and free from material errors or omissions. CONSULTANT shall promptly correct any known or discovered error, omission, or other defect in the Design Documents without any additional cost or expense to CITY and notify of CITY of same.

E. CONSULTANT shall designate a representative primarily responsible for its performance of the Services. The designated representative shall act on behalf of CONSULTANT with respect to all phases of the Services and shall be available as required for the benefit of the Project and CITY. CONSULTANT shall not change the designated representative without prior written approval of CITY, which approval may not be unreasonably withheld.

III. CITY'S RESPONSIBILITIES

A. CITY has provided CONSULTANT with a general description of the Project.

B. CITY shall furnish surveys, geotechnical reports, or other special investigations or tests, including structural, mechanical, and chemical, for the Project site as requested by the CONSULTANT and as reasonably necessary for the completion of the Services. The parties will agree to this work prior to entering into this Agreement and such work will not be included as part of the Services specified in **Exhibit A**.

C. CITY shall review the Design Documents and shall notify CONSULTANT of any design fault or defect in the Services or Design Documents of which CITY becomes aware.

D. CITY shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Services.

E. CITY designates Kyle Burow, Director of Engineering, 830/258-1410 as its representative authorized to act on its behalf with respect to the Project.

IV. PAYMENT

CITY shall compensate CONSULTANT for the Services in the amount and manner described and set forth in the Payment Schedule, attached hereto and incorporated herein as **Exhibit A**. The amount will not exceed \$99,960.00.

V. TIME FOR PERFORMANCE

A. CONSULTANT shall commence its work immediately upon the parties' execution of this Agreement and proceed diligently with said work, except for delays beyond the reasonable control of CONSULTANT.

B. In the event CONSULTANT's performance of this Agreement is delayed or interfered with by acts of CITY or others, CONSULTANT may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays unless such delays exceed 90 days.

C. CITY is not obligated to approve and may not approve any allowance of an extension of time for any cause whatever claimed or made by CONSULTANT, unless CONSULTANT shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONSULTANT have agreed in writing upon the allowance of additional time to be made.

VI. DOCUMENTS

A. CONSULTANT shall submit all Design Documents to CITY for approval. All Design Documents must be professionally sealed as required by law or by CITY.

B. CONSULTANT shall deliver the Design Documents, together with any necessary supporting documents, to CITY and CITY has unlimited rights, for the benefit of CITY, in all Design Documents, including the right to use same on any other work of CITY without additional cost to CITY. If CITY uses the Design Documents on any work of CITY other than that specified in the Services, then under those circumstances and only to the extent allowed by law, CONSULTANT, its officers, agents, servants, and employees will not be liable for damages or claims arising from any inaccuracy or any use of the Design Documents with respect to such other work, and except where CONSULTANT participates in such other work.

C. CONSULTANT grants CITY a royalty-free, perpetual license and right, to survive the termination of this Agreement, to all Design Documents which CONSULTANT may cover by copyright and to all designs as to which CONSULTANT may assert any rights or establish any claim under the design patent or copyright laws. This license includes CITY's right to use and reproduce these documents as necessary to implement any CITY project which may require the use of these documents. Further, CONSULTANT acknowledges that CITY is subject to Chapter 552 of the Government Code, commonly known as the "Texas Public Information Act," and hereby waives and releases the CITY from any claims against CITY for providing copies of the Design Documents in compliance with that Act. CONSULTANT, after completion of the Project, shall immediately furnish originals of all Design Documents to CITY.

D. CONSULTANT shall ensure that all text documents supplied to CITY as provided herein are fully compatible with MS Word and that all drawings are fully compatible with Adobe PDF format.

VII. TERMINATION

A. CITY or CONSULTANT may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, CITY's payment to CONSULTANT, in accordance with this

Agreement, will be made on the basis of the Services reasonably determined by CITY to be satisfactorily performed to date of suspension or termination. In addition, CITY's payment is subject to the CONSULTANT's delivery of all documents and reports reasonably required by CITY, to include Design Documents, invoices, statements, and accounts.

B. Should CITY require a modification to this Agreement, and in the event CITY and CONSULTANT fail to agree upon such modification, either CITY or CONSULTANT have the option of terminating this Agreement. Thereafter, CITY shall pay CONSULTANT in accordance with this Agreement for the Services mutually agreed upon by CITY and CONSULTANT to be properly performed by the CONSULTANT prior to such termination date.

VIII. INSURANCE

CONSULTANT shall provide and maintain in full force and effect during the term of this Agreement the following types of insurance and liability coverage:

A. Workers Compensation Insurance: in an amount meeting statutory requirements of the State of Texas on all CONSULTANT's employees carrying out the Services.

B. Automobile Liability Insurance: with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage must include all owned, hired, and non-owned motor vehicles used in the performance of this Agreement by CONSULTANT or its employees.

C. General Liability Insurance: on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage and for Bodily Injury and Property Damage, no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products, and Completed Operations shall be \$2,000,000. This coverage must protect the public or any person from injury or property damages sustained by reason of CONSULTANT or its employees providing the Services. The general aggregate must be no less than \$2,000,000.

D. Professional Liability Errors and Omissions Insurance: with limits of liability not less than \$1,000,000 per occurrence covering all work performed by CONSULTANT, its employees, subcontractors, or independent contractors. If this coverage may only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with CONSULTANT continuing to furnish the City certificates of insurance.

E. Subcontractor: in the case of any work sublet, CONSULTANT shall require subcontractor and independent contractors working under the direction of either CONSULTANT or a subcontractor to carry and maintain the same workers compensation and liability insurance required of CONSULTANT.

F. Qualifying Insurance: the insurance required by this Agreement must be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B"

or better by the A.M. Best Companies. All policies must be written on a "per occurrence basis" and not a "claims made" form.

IX. INDEMNIFICATION FOR INJURY AND PERFORMANCE

A. CONSULTANT shall protect, indemnify, and hold harmless CITY, its officers, agents, servants, and employees, hereinafter individually and collectively referred to as "Indemnitee(s)", from and against suits, actions, claims, losses, liability, or damage of any character and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages, or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of CONSULTANT, its officers, employees, servants, agents, or subcontractors, or anyone else under CONSULTANT's, direction and control, and arising out of, resulting from, or caused by the performance or failure of performance of the Services, or from conditions created by the performance or non-performance of said work. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONSULTANT shall indemnify Indemnitee(s) as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

B. CONSULTANT is not responsible for the actions of the CITY's contractor to perform the construction of the improvements covered under this Agreement.

C. Acceptance and approval of any work or final plans by CITY neither constitutes nor may be deemed a release of this responsibility and liability of CONSULTANT, its employees, associates, agents, and consultants for the accuracy or competency of their designs, working drawings, and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the Design Documents, or CONSULTANT's employees, contractor, agents, and consultants.

X. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

CONSULTANT agrees that it is an independent contractor and not an agent of CITY, and that CONSULTANT is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve CITY of any responsibility or liability from treating CONSULTANT's employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONSULTANT shall indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under said statutes in connection with employees of CONSULTANT.

XI. INDEMNIFICATION FOR PERFORMANCE

CONSULTANT shall defend and indemnify Indemnitees against and hold CITY and the premises harmless from any and all claims, suits, or liens based upon or alleged to

be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONSULTANT in performing the Services.

XIV. DEFAULT OF CONSULTANT

In the event CONSULTANT fails to comply or becomes disabled and unable to comply with this Agreement as to the quality or character of the Services or time of performance, and the failure is not corrected within ten (10) days after written notice from CITY to CONSULTANT, CITY may, at its sole discretion, without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONSULTANT except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed will equal actual costs, including reasonable salaries and travel expenses of CONSULTANT to and from meetings called by CITY at which CONSULTANT is required to attend, but shall not include any loss of profit of CONSULTANT. In the event of such termination, CITY may complete the services in any manner deemed proper by CITY, either by the use of its own forces or by assigning the work to others. In either event, CONSULTANT is liable for all costs in excess of the total contract price under this Agreement incurred to complete the Services and CITY may deduct the costs CITY incurs out of such monies as may be due or that may thereafter become due to CONSULTANT under this Agreement.

B. CITY may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies, and/or help necessary to remedy the situation, at the expense of CONSULTANT.

XV. MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between CITY and CONSULTANT and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

B. Assignment. This Agreement is a personal service contract for the services of CONSULTANT and CONSULTANT's interest in this Agreement, duties hereunder, and/or fees due may not be assigned or delegated to a third party without the written consent of CITY. Sale of more than fifty percent (50%) ownership of CONSULTANT will be considered an assignment.

C. Adjustment in Services. CONSULTANT shall not make any claims for extra services, additional services, or changes in the Services without a written agreement with CITY prior to the performance of such services.

D. Applicable Law. This Agreement must be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas without giving effect to principles of conflict of law. Venue will occur in Kerr County, Texas.

E. Waiver. A delay or omission by either party in exercising any right or power under the Agreement may not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement may not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement. Further, neither CITY's review, approval, or acceptance of, nor payment for any of the Services may be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination may not affect any other provision of this Agreement which will be interpreted as if the invalid or unenforceable provision had not been included.

G. Independent Contractor. CONSULTANT agrees that CONSULTANT is engaged as an independent contractor and that City has no responsibility to provide CONSULTANT or its employees with any benefits associated with employee status. CONSULTANT shall neither hold itself out as nor claim to be an officer, partner, employee, or agent of CITY.

H. Exhibit(s). The following exhibit(s) is attached to this Agreement and are included herein for all purposes:

Exhibit A Scope of Services

I. Execution Becomes Effective. This Agreement is effective as of the Effective Date.

J. Notices and Authority. CONSULTANT shall send all notices required under this Agreement to the City Manager at City Hall, 701 Main Street, Kerrville, TX 78028. CONSULTANT agrees that only the City Manager, or designee, has the authority to represent CITY or bind CITY under this Agreement. CITY shall send all notices required under this Agreement to the CONSULTANT at:

Peter W. Lewis Architect + Associates, PLLC
BY: Peter Lewis, Architect
TITLE: Principal
ADDRESS: 334 West Water Street
Kerrville, Texas 78028

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER
THE CITY OF KERRVILLE

BY: _____
NAME/TITLE: Todd Parton,
CITY MANAGER

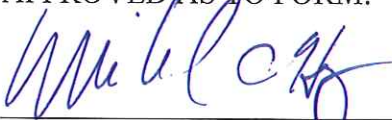
CONSULTANT
PETER LEWIS, ARCHITECT + ASSOCIATES

BY: _____
NAME/TITLE _____

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



PETER LEWIS
ARCHITECT + ASSOCIATES

February 24, 2016

Kristine Day, Deputy City Manager
City of Kerrville
701 Main Street
Kerrville, TX 78028

RE: UTC Building
Kerrville, Texas

Dear Kristine:

Thank you for the continuing opportunity to be of service to the City of Kerrville. Based on discussions to date and the attached Site/Floor Plan Concept drawings, I have put together a Work Scope and Professional Services Fee Schedule for your consideration.

I. Work Scope

- A. New UTC Building
 - 1. Single story: 12,000 SF +/- (see attached drawing)
 - a. Pre-engineered metal building with 'R' Panel siding and masonry wainscot
 - 2. Truck and Equipment Bays
 - 3. Office Space
 - a. Supervisor
 - b. Purchasing
 - c. UTC/Bulpen (4)
 - 4. Break Room/Classroom
 - 5. Locker Rooms
 - 6. Restrooms w/ showers
 - 7. Storage

II. Scope of Basic Services

- A. Meet with City of Kerrville Administration, Public Works and Development Services Staff, as required.
- B. Schematic Design Services
 - 1. Site Plan
 - 2. Floor Plan(s)
 - 3. Exterior Elevations
 - 4. Preliminary Statement of Probable Construction Cost
- C. Design Development and Construction Document Services (DD/CD)
 - 1. Civil Engineering
 - 2. Architectural
 - 3. Structural Engineering
 - 4. Mechanical/Electrical/Plumbing
 - 5. Specifications
 - 6. Assist City of Kerrville during Bid Phase, as required
- D. Construction Contract Administration (CCA)
 - 1. Office Construction Administration
 - 2. Shop Drawing and Submittal Review
 - 3. Periodic Site visits
 - 4. Monthly Site meeting with Owner and Contractor
 - 5. Review Applications for Payment and issue Certificates for Payment
 - 6. Issue Certificate of Substantial Completion

PWL

III. Fixed Fee Schedule Basic Services Detail

A. Schematic Design: Item II(B)	\$ 3,400.00
B. Construction Documents: Item II(C)	\$ 66,700.00
C. Construction Contract Administration: Item II(D)	\$ 14,550.00

Total Basic Services \$ 84,650.00

IV. Reimbursable Expenses

Reimbursable expenses are defined as follows and will be billed at a multiple of 1.15 times cost (Invoice):
Geotechnical Engineering, Topographic Survey, ADA Plan Review & Inspection, reproduction of documents,
shipping and mailing expenses and Project related mileage will be billed at current Standard Rate.

Estimated Reimbursable Expenses \$ 15,000.00

V. Production Schedule

We propose to deliver signed and sealed Construction Documents to the City of Kerrville for Bidding and Permitting
NLT 14 weeks from Notice to Proceed (NTP).

This Professional Design Services Proposal generally describes the Services to be provided and their associated
Fees. If we are in agreement on both of these items, please indicate so by signing and returning a copy of this
Proposal. Please call me, if you have any questions.

We look forward to getting started!

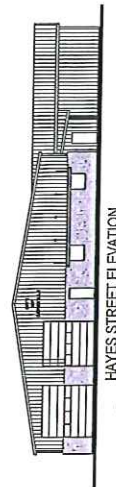
Very truly yours,


Peter W. Lewis, Architect
Principal

Accepted

Date

Attachments



12,380 S. F.



PETER LEWIS
ARCHITECT + ASSOCIATES

03 MARCH 2016 20-1527

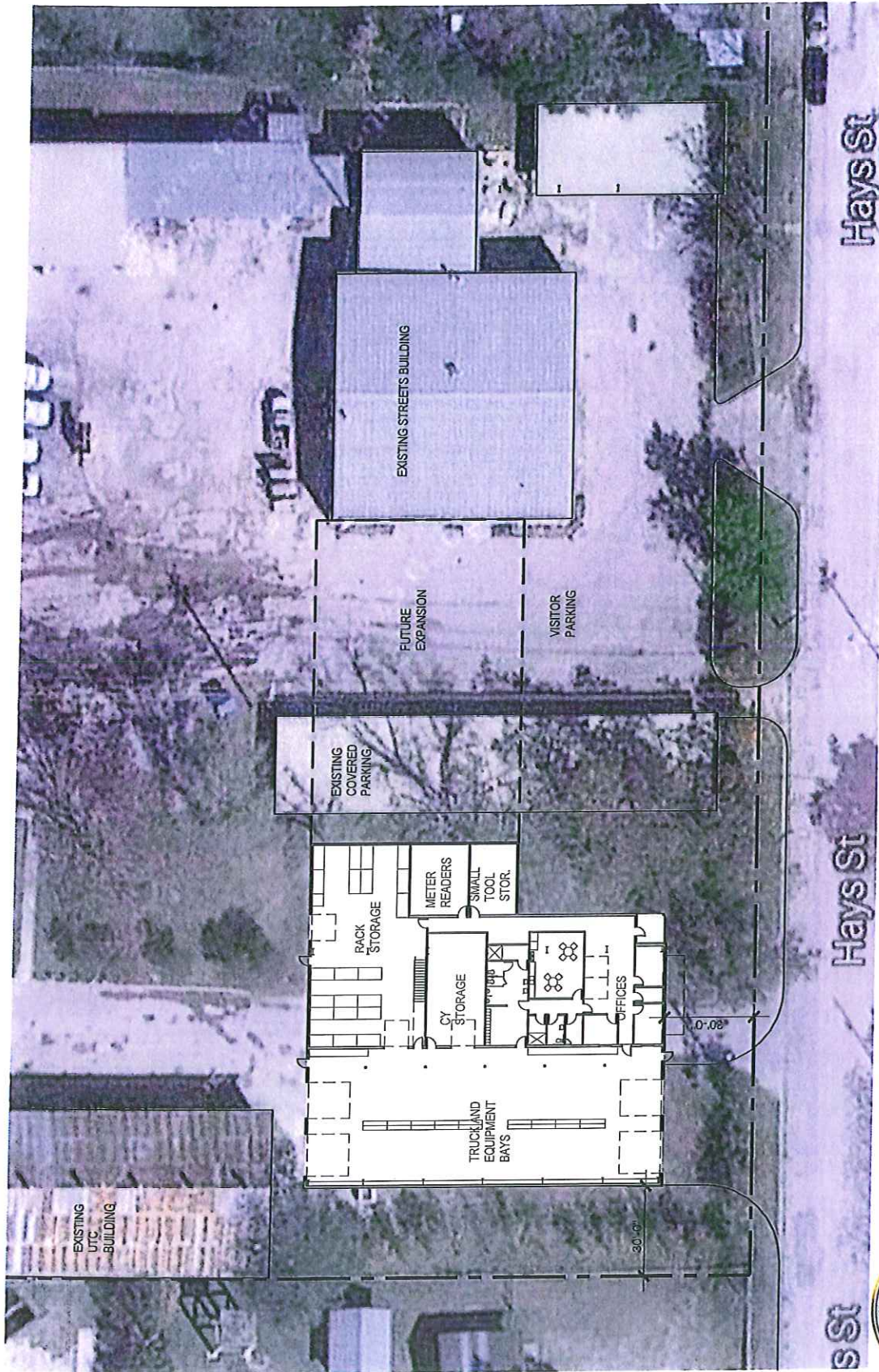


PLAN NORTH TRUE NORTH

PROPOSED UTC BUILDING

Floor Plan





PROPOSED UTC BUILDING

Site Plan



PETER LEWIS
ARCHITECT + ASSOCIATES

03 MARCH 2016 20-1527

Agenda Item:

3A. Proposed annexation of approximately 194.79 acre tract of land generally located on the south side of State Highway 27 and between Oak Way Street and Split Rock Road; described as 8,485,189 square feet more or less out of William Watt Survey No. 69, Abstract No. 367 and the W.T. Crook Survey No. 70, Abstract No. 113, Kerr County, Texas, and more particularly described as 337 Split Rock Road. (staff)

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

SUBJECT: Public hearing, Consideration & Action for the City of Kerrville to annex into its incorporated limits an approximately 194.79 acre tract of land generally located on the south side of State Highway 27 and between Oak Way Street and Split Rock Road. The tract is more particularly described in the Survey of a 194.79 Acre (8,485,189 square feet more or less), Tract of land out of the William Watt Survey No. 69, Abstract No. 367 and the W.T. Crook Survey No. 70, Abstract No. 113, Kerr County, Texas, being all of that 195.26 Acre Tract conveyed to J.W. Colvin, III, in deed recorded in Volume 1395, Page 542, Official Public Records, Kerr County, Texas, and being more particularly described as follows: (Basis of bearing NAD83 State Plane Coordinates Texas South Central Zone.) 337 Split Rock Road.

FOR AGENDA OF: March 8, 2016

DATE SUBMITTED: March 3, 2016

SUBMITTED BY: Trenton Robertson
City Planner

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: Location Map
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 is regarding a public hearing, consideration and action for the City of Kerrville to annex into its incorporated limits an approximately 194.79 acre tract of land, located at 337 Split Rock Road. The subject property is adjacent to two single-family residential subdivisions located to the north and south and the Guadalupe River to the east.

City Council passed a motion to direct the Mayor and staff to immediately initiate the annexation process as presented and to begin discussions with various parties on January 12, 2016 at the regularly scheduled City Council meeting. On January 15, 2016, the City of Kerrville sent out a notice of intent to annex the subject property along with the Development Agreement to the property owner and all required entities in accordance with Section 43.035 and Chapter 212, Subchapter G of the Texas Local Government Code.

RECOMMENDED ACTION

Staff recommends that the Council hold the required public hearing to receive public comments and take possible action on the item.

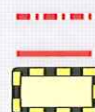


Annexation Location Map

Location:
Martin-Marietta Property

Legend

200' Notification Area
Annexation Area
Existing City Limits



0 250 500 1,000

Scale In Feet

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

Agenda Item:

4A. Ordinance No. 2016-03, repealing Ordinance No. 2010-22, which created a "Planned Development District" for the approximate 1.2 acre tract of land, being Lots 3 through 8, inclusive, Block 27 of the J.A. Tivy Addition, a subdivision within the City of Kerrville, Texas, and otherwise known as 1001 Jefferson Street. (staff)

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

SUBJECT: Public hearing, First reading of the Ordinance & Action concerning a requested zoning change from (PD 10-22) Planned Development District 2010-22 to a (RT) Residential Transition District for an approximate 1.24 acres tract. Legal Description JA Tivy Addition Lot 3-R Block 27, located at 1001 Jefferson Street North. (File No. 2016-007)

FOR AGENDA OF: March 8, 2016

DATE SUBMITTED: March 2, 2016

SUBMITTED BY: Trenton Robertson
City Planner

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: Location Map

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 is concerning public hearing, first reading of the ordinance & action concerning a zoning change request from (PD 10-22) Planned Development District 2010-22 to a (RT) Residential Transition District. The applicant submitted the requested zoning change on January 28, 2016.

The applicant has requested "RT" Residential Transition District. The "RT" zoning district is specifically designed to be a transition zone between single family areas and commercial properties. The "RT" district is subject to certain development regulations that are designed to make commercial development look like single-family residential dwellings.

A public hearing was conducted by the Planning & Zoning Commission at its regular meeting on February 18, 2016. The P&Z voted (5-0) to approve the zoning change request.

RECOMMENDED ACTION

Staff recommends that the Council hold the required public hearing to receive public comments and take action.



City of Kerrville Planning Department Report

To: Planning & Zoning Commission
Agenda Item: 3B
Planning File #: 2016-007
Hearing Date: February 18, 2016
Representative: Rob Irvin
Location: 1001 Jefferson Street North
Legal Description: JA Tivy Addition Lot 3-R Block 27
Total Acreage: 1.24

Proposal

Requesting a zoning change from a (PD 10-22) Planned Development District 2010-22 to (RT) Residential Transition District

Procedural Requirements

The application was published in The Hill Country Community Journal, an official newspaper of general circulation on February 3, 2016. Notices were sent to property owners within two hundred (200) feet of the subject property on February 8, 2016. Additionally, notice of this meeting was posted at city hall and on the city's internet website on February 12, 2016, 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: 26

Topography

The majority of the subject property is developed being relatively flat with little vegetation.

Adjacent Zoning and Land Uses

Direction: North, South and East

Current Base Zoning: "RT"

Current Land Uses: Single-Family Residential, Church, and Retail

Direction: West

Current Base Zoning: CBD

Current Land Uses: Single-Family Residential

Transportation

Thoroughfare: Jefferson Street North; Tivy Street North

Existing Character: One lane in each direction with partial sidewalks

Proposed Changes: None known

Thoroughfare: A Street North

Existing Character: One lane in each direction with no sidewalks

Proposed Changes: None known

Parking Information: Dwelling, Single-Family Residential

Minimum vehicle spaces: Two (2) spaces per dwelling unit

Staff Analysis and Recommendation: Approval (P&Z recommended approval 5-0)

1. Consistency:

The property's land use designation is Central Business District. The requested "RT" base zoning district is consistent with the adopted land use designation.

1. Adverse Impacts on Neighboring Lands:

Staff has found no evidence of likely adverse impacts on neighboring lands in relation to this zoning change request. Surrounding properties are similarly zoned with a mixture of different land uses, ranging from single-family residences to small scale retail shops and churches. Prior to the existing Planned Development District being adopted in 2010 the property was zoned "RT" Residential Transition District.

2. Suitability as Presently Zoned:

Both the existing and requested base zoning districts are appropriate and suitable with the surrounding area. The proposed zoning district is consistent with the surrounding area. The proposed "RT" district will allow the property to revert back to a single-family residential home and maintain the historical nature of the structure. The proposed zoning district will continue to encourage development and revitalization in the area.

3. Health, Safety and Welfare:

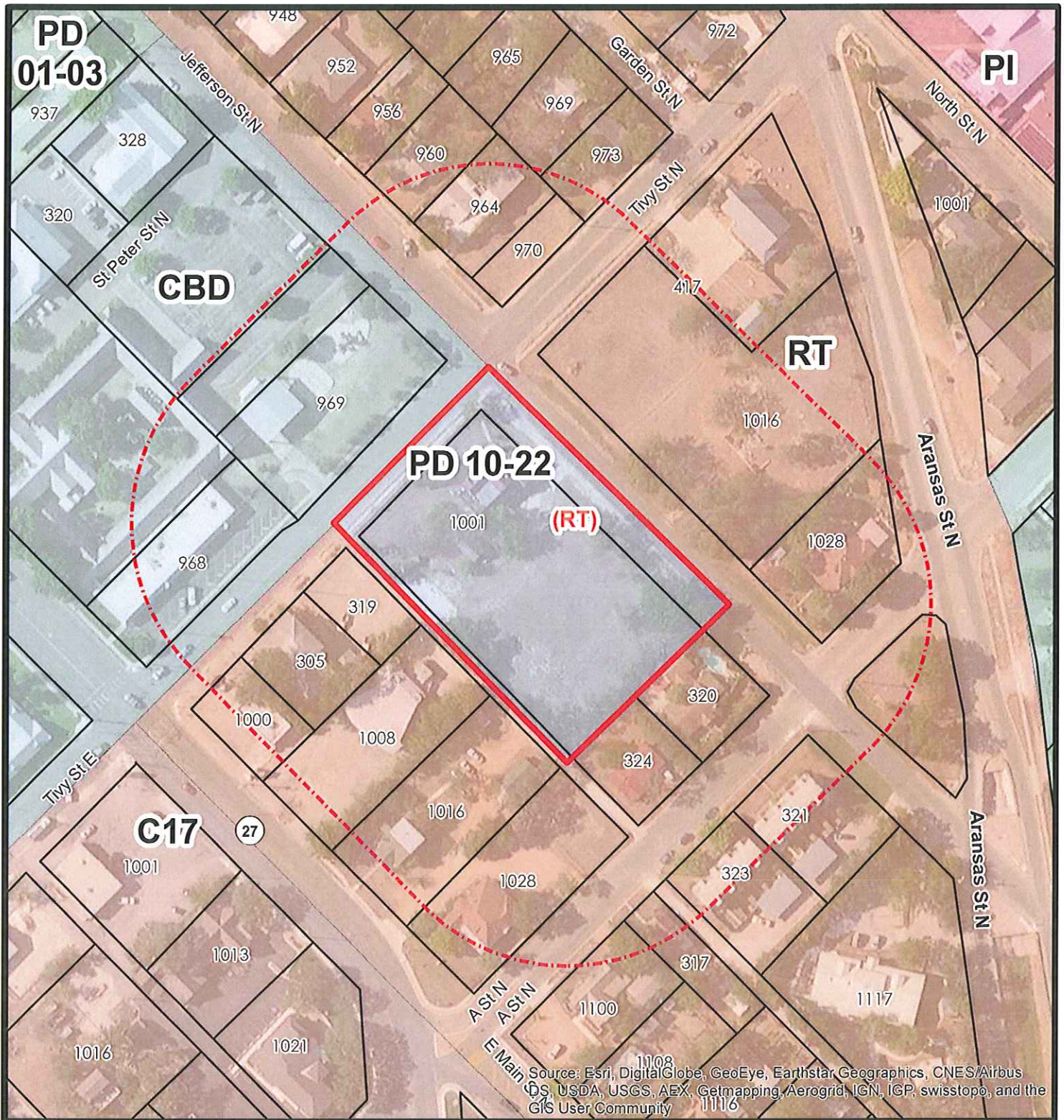
Staff has found no indication of likely adverse effects on the public health, safety, or welfare.

4. Size of Tract:

The subject property is approximately 1.24 acres in size, which should be able to reasonably accommodate the proposed residential use.

5. Other Factors:

None.



Zoning Case Location Map

Case Z2016-007

Location:
1001 Jefferson St N

Legend

200' Notification Area
Subject Properties
Current Zoning
Requested Zoning

TEXT
(TEXT)



0 50 100 200
Scale In Feet

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2016-03**

**AN ORDINANCE REPEALING ORDINANCE NO. 2010-22, WHICH
CREATED A "PLANNED DEVELOPMENT DISTRICT" FOR THE
APPROXIMATE 1.2 ACRE TRACT OF LAND, BEING LOTS 3
THROUGH 8, INCLUSIVE, BLOCK 27 OF THE J.A. TIVY ADDITION, A
SUBDIVISION WITHIN THE CITY OF KERRVILLE, TEXAS, AND
OTHERWISE KNOWN AS 1001 JEFFERSON STREET**

WHEREAS, City Council, on October 26, 2010, adopted Ordinance No. 2010-22, which created a Planned Development District ("PDD") for a tract of land generally located at the southeast corner of the intersection of Jefferson Street and Tivy Street and otherwise known as 1001 Jefferson Street (the "Property"); and

WHEREAS, the Property was never redeveloped or used in accordance with the PDD;
and

WHEREAS, the owner of the Property now seeks to redevelop and use the Property for uses that are allowed within the Residential Transition (RT) Zoning District, which is the underlying zoning district where the Property is located; and

WHEREAS, based upon the proposed change in use and pursuant to an application from the owner of the Property, staff recommends repealing Ordinance No. 2010-22, which will terminate the previously created PDD for the Property; and

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing which was held before City Council on March 8, 2016, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in the change of a zoning district for the Property making up approximately 1.2 acres; such change to result in the removal of the Property from a PDD to placement of the Property within the Residential Transition (RT) Zoning District; and

WHEREAS, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on March 8, 2016, 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 buildings 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 repeal Ordinance No. 2010-22, which will change the zoning district for the Property from a PDD to the Residential Transition (RT) Zoning District;

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

SECTION ONE. Based upon the recitals set forth above, Ordinance No. 2010-22 is repealed.

SECTION TWO. The zoning classification of the Property described more specifically below, is changed from a Planned Development District (PDD) to the Residential Transition (RT) Zoning District:

An approximate 1.2 acres tract of land being Lots 3 through 8, inclusive, Block 27 of the J.A. Tivy Addition, a subdivision within the City of Kerrville, Kerr County, Texas, and as more particularly described in Volume P, Page 16 of the Plat Records of Kerr County, Texas, referred to herein as the "Property".

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

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Kerrville hereby 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 FIVE. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-7, 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 SIX. 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 SEVEN. 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., 2016.

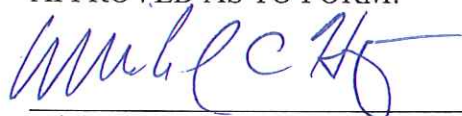
PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____
of _____, A.D., 2016.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

4B. Ordinance No. 2016-04, amending the Code of Ordinances of the City of Kerrville, Texas, concerning regulations for city park and recreation areas, to include Chapter 58 "Health and Sanitation", Article III "Smoking in Enclosed Public Places and Places of Employment; Use of Electronic Vaping Devices"; and Chapter 74 "Parks and Recreation", Article I "Rules and Regulations for City Park and Recreation Areas"; by amending sections with respect to smoking, operating a vehicle, possessing illegal firearms and other weapons, the possession of animals, and adding regulations regarding the use of drones; containing a cumulative clause; containing a savings and severability clause; providing a penalty; and providing other matters relating to the subject. (staff)

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

SUBJECT: Ordinance No. 2016-04 amending the City Code of Ordinances regarding City Parks and Recreation Regulations

FOR AGENDA OF: March 8, 2016

DATE SUBMITTED: February 29, 2016

SUBMITTED BY: Ashlea Boyle
Assistant Director of Parks and Recreation

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: Proposed Ordinance Amendments

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: N/A

REVIEWED BY THE FINANCE DEPARTMENT: N/A

SUMMARY STATEMENT

This is a first reading of Ordinance No. 2016-04 amending the regulations for parks and recreation areas. Amending ordinances that control utilization of city parkland is needed on occasion to address changes in technology, equipment, public trends, how parks are being used, and how that use affects park patrons and adjacent property. Staff has worked with the Parks and Recreation Advisory Board over the past few months to identify park regulation amendments that are needed to the current code of ordinances.

These recommended changes are:

1. Issue: Add vaping to the current no smoking regulation in parks - City Code of Ordinances **Sec. 58-64 Prohibition of smoking within city parks.** There are many conflicting reports on what the impact of vaping has on the user and its related second-hand smoke; however, in all reports it is clear that vaping can lead to nicotine addiction. Regardless of the eventual findings, vaping creates confusion to the general public and law enforcement when identifying vaping vs. smoking in public.

Action: Amend the code, which currently states that *no person shall smoke within any city park.* Adding vaping to the inclusions of what defines smoking in this section of the code will address the issue.

2. Issue: Park, park road, and trail barricades and closures, especially during weather emergencies, are often not adhered to by the public, which creates dangerous situations for the public and emergency first responders. State law and City ordinance make it an offense to not obey warning signs and barricades, or drive around barricades, but these regulations only pertain to public streets. The Police Department enforces regulations within the city concerning the operation of vehicles and adherence to warning signs / barricades. Since most park roads, the River Trail, or areas within parks are not public streets, law enforcement cannot issue citations under current regulations. With more people using Guadalupe River frontage, which is prone to high water and flooding, and with extensive construction sites in parks, the ability to control unauthorized access to dangerous, marked areas within parks is critical.

Action: Amend the City Code, **Sec. 74-11. - Vehicles**, by adding failure to adhere to parks and trail warning signs, barricades, and gates is a traffic and vehicle code violation. The Police Department supports this amendment.

3. Issue: The City Code of Ordinances, **Sec. 74-13. – Firearms**, prohibits firearms in parks. This section needs to be amended to reflect current state law. The current code states that it is *unlawful within any city park and recreation area for a person to: 1) possess a firearm with a cartridge or projectile in any portion of the mechanism, which includes “BB” and pellet guns; 2) displays a firearm; 3) discharges a firearm in or across a park.* Current State law allows both permitted concealed and open-carry handguns in most public places, including park and recreation facilities. We need to follow the exact allowances under the state law, but no more.

Action: Amend the code to match the allowances under State law regarding permitted handguns. Retain the regulations that restrict BB and pellet guns, loaded long guns, and discharging a firearm in or across a park.

4. Issue: Current City Code, **Sec. 74-14. - Animals**, which does not allow pets in swimming areas, needs to be amended to legally allow current event practices.

Action: Amend the code by adding “*unless approved by Director in writing*”. This will allow current special events to conform and is consistent with other sections of the code.

5. Issue: Advancement in equipment technology and related use in public requires review by policy makers from time to time. Recent innovations in drone technology,

including video capability and size of craft, have expanded sales of these machines. There are no local restrictions on the use of drones within city parks. Because of the rapid growth and potential misuse and dangers of drones nationally, the Federal Aviation Administration has recently required operators of drones to be licensed; however, licensing does not set parameters for their use in municipal parks or property. The general definition of a "drone" is *any unmanned craft that is guided remotely*. Staff recommends that use of drones in city parks and trails needs to be regulated, but not unilaterally banned. In a similar fashion, the City restricts the use of metal detectors in parks through written approval by the Director and staff recommends the same approach for use of drones, to be approved by permit. This will allow for valuable use of drones for project surveying and inspection, scientific research, community marketing, etc., but will restrict unauthorized uses. Park users, park equipment, and adjacent properties and land owners need to be protected from potential misuse of drones on, or originating from, municipal parkland. Model airplanes and the like are also included in this recommendation. This recommendation only includes municipal parks.

RECOMMENDED ACTION

Staff recommends approval of the first reading of Ordinance No. 2016-04 as presented. If approved, a second and final reading will be held on March 22, 2016.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2016-04**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, CONCERNING REGULATIONS FOR CITY PARK AND RECREATION AREAS, TO INCLUDE CHAPTER 58 "HEALTH AND SANITATION", ARTICLE III "SMOKING IN ENCLOSED PUBLIC PLACES AND PLACES OF EMPLOYMENT; USE OF ELECTRONIC VAPING DEVICES"; AND CHAPTER 74 "PARKS AND RECREATION", ARTICLE I "RULES AND REGULATIONS FOR CITY PARK AND RECREATION AREAS"; BY AMENDING SECTIONS WITH RESPECT TO SMOKING, OPERATING A VEHICLE, POSSESSING ILLEGAL FIREARMS AND OTHER WEAPONS, THE POSSESSION OF ANIMALS, AND ADDING REGULATIONS REGARDING THE USE OF DRONES; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, City Council, pursuant to Ordinance 2004-24, previously adopted rules and regulations for the City parks and recreation areas, as defined; and

WHEREAS, the City Council now wishes to amend those rules and regulations by revising various sections and adding a new one with respect to conduct within the City parks and recreation areas; and

WHEREAS, the City's Parks and Recreation Advisory Board has considered all proposed revisions and voted to approve each one specified within this Ordinance; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to amend Chapter 58 and Chapter 74 of the Code of Ordinances of the City of Kerrville, Texas, to revising and adding to sections regarding conduct within City parks and recreation areas;

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

SECTION ONE. Chapter 58 "Health and Sanitation", Article III "Smoking in Enclosed Public Places and Places of Employment; Use of Electronic Vaping Devices" of the Code of Ordinances of the City of Kerrville, Texas, is amended by revising Section 58-64 to add the language that is underlined (added) as follows:

"Sec. 58-64. - Prohibition of smoking within City parks.

No person shall smoke or use an electronic vaping device within any City park and recreation area, as defined within Chapter 74 of this Code."

SECTION TWO. Chapter 74 “Parks and Recreation”, Article I “Rules and Regulations for City Park and Recreation Areas” of the Code of Ordinances of the City of Kerrville, Texas, is amended by revising Section 74-1 to add the language that is underlined (added) as follows:

“Sec. 74-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City park and recreation area(s) means all of the territory within the boundaries of such areas, and includes the portions of such areas used for the Kerrville River Trail, athletic fields, accompanying facilities, and the parking of vehicles.

Drone means an unmanned aircraft system (UAS) or an unmanned aerial vehicle (UAV) that can fly under the control of a remote pilot or via global positioning system (GPS) guided autopilot mechanism.

.”

SECTION THREE. Chapter 74 “Parks and Recreation”, Article I “Rules and Regulations for City Park and Recreation Areas” of the Code of Ordinances of the City of Kerrville, Texas, is amended by revising Section 74-11 to add the language that is underlined (added) as follows:

“Sec. 74-11. - Vehicles.

(a) It shall be unlawful for any person to operate or place, or cause to be operated or placed, a motorized vehicle, including an automobile, motorcycle, or all-terrain vehicle within any City park and recreation area, including the Kerrville River Trail, except on designated roadways or parking areas. This subsection does not apply to personal mobility devices, such as wheelchairs, motorized or otherwise, and scooters when used in accordance with accessibility laws; where a person has received prior written approval from the director; or where the owner of property adjacent to the River Trail needs to temporarily cross the River Trail to access his property.

(b) It shall be unlawful for a person to operate any vehicle on any street, drive, roadway, or surface within any City park and recreation area at a speed or in a manner which:

(1) Is greater than is reasonable or prudent, having due regard for the traffic and road conditions then existing;

(2) Endangers the safety of persons or property including by failing to adhere to traffic devices, warning signs, barricades, and gates; or

(3) Exceeds the posted speed limit.

(c) No person shall park a vehicle within any City park and recreation area for the principal purpose of:

- (1) Displaying such vehicles for sale; or
- (2) Washing or repairing such vehicles except repairs necessitated by an emergency.

(d) It shall be unlawful for a person to operate a vehicle within any City park and recreation area:

- (1) Between the hours of 11:00 p.m. and dawn, defined as being one-half-hour before sunrise, except for emergency and necessary purposes; or
- (2) In an indiscriminate or unnecessary manner, including 'cruising.'"

SECTION FOUR. Chapter 74 "Parks and Recreation", Article I "Rules and Regulations for City Park and Recreation Areas" of the Code of Ordinances of the City of Kerrville, Texas, is amended by revising Section 74-13 to add the language that is underlined (added) and deleting the language that is bracketed and stricken (~~[deleted]~~) as follows:

"Sec. 74-13. – Prohibited drugs, firearms, and weapons ~~[Firearms]~~.

It shall be unlawful within any City park and recreation area for a person to:

- (1) Possess an illegal drug, firearm, illegal knife, club, and any other prohibited weapon listed in Texas Penal Code Ch. 46. This section does not prohibit a person licensed to carry a handgun under Subchapter H, Chapter 411, Government Code, from carrying a handgun in such areas, unless entry on the premises with a handgun is prohibited under Texas Penal Code Sec. 46.03 or 46.035 ~~[Possess a firearm with a cartridge or projectile in any portion of the mechanism, which includes "BB" and pellet guns]~~;

~~[(2) Display a firearm];~~

- ~~[(3)2]~~ Discharge, in any manner, including across, in or into any area, any ~~[arm,]~~ firearm, firework, BB gun, air gun, bow and arrow, sling shot, blow gun, rocket, paint ball gun or device capable of injuring or killing any person or animal or damaging or destroying public or private property; or

- ~~[(4)3]~~ This section does not apply to lawfully licensed peace officers during the performance of their official duties or where the director has issued a permit or otherwise given written approval."

SECTION FIVE. Chapter 74 “Parks and Recreation”, Article I “Rules and Regulations for City Park and Recreation Areas” of the Code of Ordinances of the City of Kerrville, Texas, is amended by revising Section 74-14 to add the language that is underlined (added) as follows:

“Sec. 74-14. - Animals.

It shall be unlawful within any City park and recreation area for a person to do any of the following unless the director has issued a permit or otherwise given written approval:

- (1) Bring into or possess a pet or other domesticated animal, unless the animal is properly secured by a leash not exceeding ten feet in length, or confined to a vehicle or camping structure, or to permit said animal to enter into or remain within a city park and recreation area unless so secured;
- (2) Permit any pet or domesticated animal to remain unattended or to create a disturbance or hazard;
- (3) Permit any pet or domesticated animal, except those trained to assist a person with a disability, to enter into or remain in any building or enclosure designated for public use including a cabin, lodge room, restroom, shelter, dining hall, amphitheater or administration building;
- (4) Permit any pet or domesticated animal to enter the water of a designated swimming area or to permit said animal, except those trained to assist a person with a disability, within the land or beach area adjacent to the water of a designated swimming area;
- (5) Bring into, permit to range or release into a park and recreation area a wild animal, pet, fowl or livestock;
- (6) Possess a noisy, vicious or dangerous animal, or one which is disturbing to other persons;
- (7) Ride, drive, lead or keep a saddle horse, except in designated areas;
- (8) Ride a saddle horse in a manner that is dangerous to a person or another animal;
- (9) Allow a saddle horse to stand unattended or insecurely tied; or
- (10) Hitch a saddle horse to a tree, shrub or structure in any manner that may cause damage.”

SECTION SIX. Chapter 74 “Parks and Recreation”, Article I “Rules and Regulations for City Park and Recreation Areas” of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding a new Section 74-19 to add the language that is underlined (added) as follows:

“Sec. 74-19. – Drones; Remote-Controlled Devices.

It shall be unlawful within or over any City park and recreation area for a person to launch, land, or operate a drone or a remote-controlled airplane, helicopter, parasail, balloon, or similar devices unless the director has issued a permit or otherwise given written approval. This section does not apply to a drone owned or operated by a local, state, or federal government agency acting in its official capacity.”

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

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

SECTION NINE. 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 City 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 TEN. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-7, 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 ELEVEN. Pursuant to Texas Local Government Code §52.013(a) and Section 3.07 of the City’s Charter, the City Secretary is 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.

**PASSED AND APPROVED ON FIRST READING, this the ____ day of _____,
A.D., 2016.**

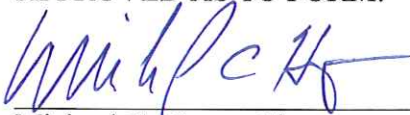
**PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____
day of _____, A.D., 2016.**

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

5A. Presentation of the Fiscal Year 2015 Comprehensive Annual Financial Report (CAFR). (staff)

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

SUBJECT: Presentation and Council Approval of the FY 2015 City of Kerrville Comprehensive Annual Financial Report (CAFR)

FOR AGENDA OF: March 8, 2016

DATE SUBMITTED: February 26, 2016

SUBMITTED BY: Sandra Yarbrough
Director of Finance



CLEARANCES: Todd Parton
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 FINANCE DIRECTOR:

SUMMARY STATEMENT

The FY15 City of Kerrville Comprehensive Annual Financial Report (CAFR) will be presented at the City Council meeting. The City engaged the audit firm of BKD, LLP in Dallas to perform the annual audit and to prepare the financial report. The Audit Committee will have met with a representative from BKD, LLC to review and consider the CAFR prior the City Council meeting. Karen Kurtin, Senior Manager from BKD, LLC will present the highlights of the CAFR to City Council at the March 8, 2016 meeting.

RECOMMENDED ACTION

The Finance staff recommends Council's acceptance and approval of the FY15 City of Kerrville Comprehensive Annual Financial Report.

Agenda Item:

5B. Agreement between the City of Kerrville and Newport Television, LLC doing business as WOAI-TV for the placement and operation of a weather vision camera, weather vision data pod, and related equipment on the roof of the Butt-Holdsworth Memorial Library. (Mayor Pratt)

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

SUBJECT: Authorize city staff to negotiate and execute an agreement between the City of Kerrville and Newport Television, LLC doing business as WOAI-TV for the placement and operation of a weather vision camera, weather vision data pod, and related equipment on the roof of the Butt-Holdsworth Memorial Library

FOR AGENDA OF: Mar. 8, 2016

DATE SUBMITTED: Mar. 2, 2016

SUBMITTED BY: Jack Pratt, Jr.
Mayor

CLEARANCES: Todd Parton
City Manager

EXHIBITS: WOAI E-Mail – February 15, 2016
Schematic of Mounting System for Equipment
Images of Mounting System and Equipment

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

On February 15, 2016, an e-mail was received from WOAI regarding a proposal to place a weather camera in the City of Kerrville. A copy of the e-mail is attached.

Upon meeting with representatives from WOAI it was determined that an ideal location for the weather camera and related equipment would be atop the Butt-Holdsworth Memorial Library. The equipment is mounted to a light weight rack system that is placed on the surface. It is non-penetrating and is weighted down via concrete blocks and rated for high winds. A schematic and photographs of the mounting system and equipment are attached.

The camera and weather pod are connected to a computer and require power and internet access. Separate internet service would be required. WOAI would provide a live internet connection to the camera feed via its website and advertise the location of the camera.

Should the City Council direct city staff to negotiate and execute an agreement with WOAI it should be structured so that the city is exempted from liability associated with the installation, operation, and maintenance of the equipment. Additionally, the agreement

should include the following items:

1. WOAI will cover the full cost of installation – includes setting the equipment on the roof of the building and all other related costs to include the extension of necessary connections.
2. WOAI will be responsible for securing its own internet service.
3. WOAI will maintain insurance to include property damage to the city's land and buildings and to also name the City of Kerrville as an additional insured.
4. WOAI must be accompanied by a city employee when accessing their equipment on city property.

RECOMMENDED ACTION

This proposal provides a unique marketing opportunity for Kerrville throughout the region. Recommend that the City Council authorize city staff to negotiate and execute an agreement with WOAI as presented.

Todd Parton

From: Albert J Flores <AJFlores@sbgstv.com>
Sent: Monday, February 15, 2016 4:12 PM
To: Todd Parton
Subject: News4 weather cam

Mr. Parton: News4 WOAI wanting to move our Hill Country weather camera to Kerrville. This camera for 4 years has been in New Braunfels (don't ask me why the last ownership chose that location) but I have decided now that the camera was again available, that it be moved to Kerrville. To me your lovely community represents the Hill Country!!

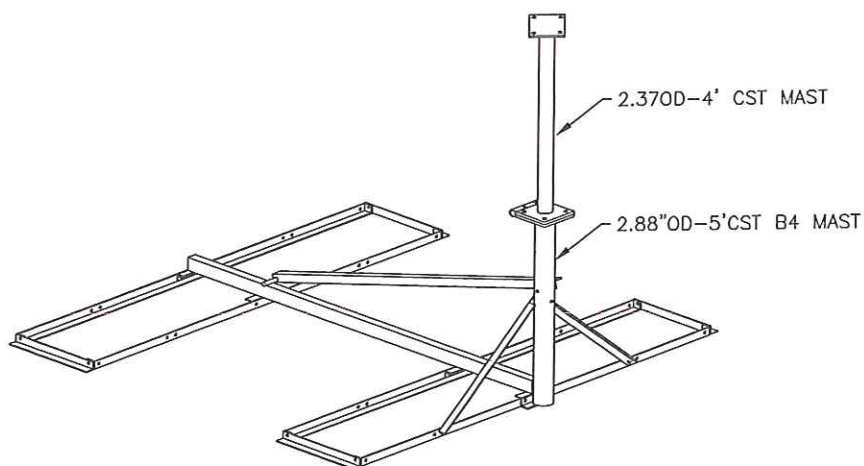
Here is what we would like for this camera location.

- 1) A high spot that allows us to see your fair city easily.
- 2) Access to the roof of this building so we can place both the camera and a weather station
- 3) A location to place our PC which will grab the data and archive it.
- 4) Power and internet connection to the computer so we can connect to it and place it on Our website for the rest of the public to see the image and information.
- 5) We will also place a location banner on the image so Kerrville and the building it is on is mentioned
- 6) The sponsorship will continue to be World Car which has purchased the cameras for us.

If you have any further questions feel free to contact me directly. I can be reached via my cell (210) 364-2684.

Respectfully: Albert Flores



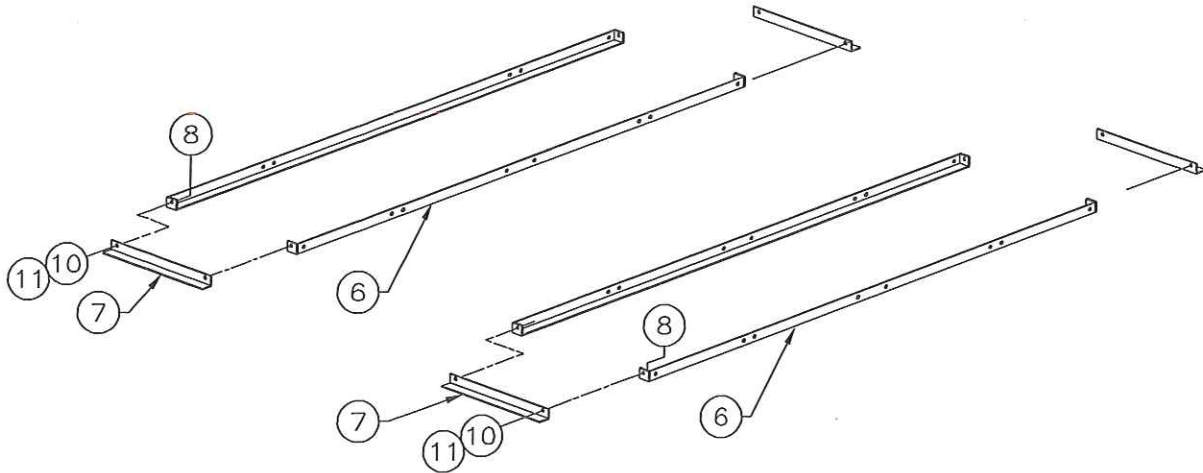


B46-WMhmv2BNA-R ASSEMBLY INSTRUCTIONS

MATERIAL LIST

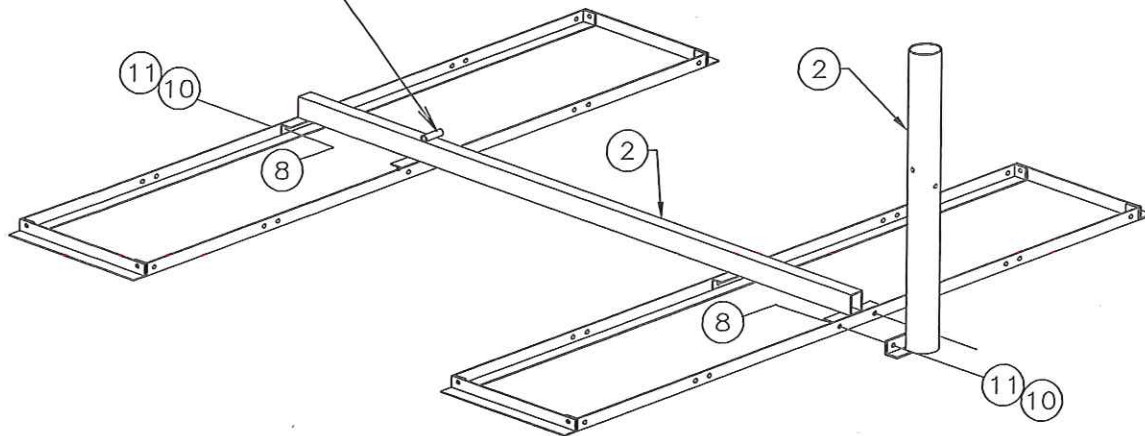
HARDWARE KIT
p/n HDWE-B4

SYM.	PART NO.	QTY.	DESCRIPTION
1	AB1182-5B4(6HP)	1	LOWER MAST 2.88"ODx5' CST B4 MAST
2	AB1620	1	SUPPORT TUBE ASS'Y
3	AB1621LH	1	LH SIDE BRACE 28.25" LONG
4	AB1621RH	1	RH SIDE BRACE 28.25" LONG
5	AB1622RH	1	RH REAR BRACE 61.25" LONG
6	AB1624	4	BALLAST PAD 72" LONG
7	AB1425	4	SIDE PAD 16" LONG
8	H1-0375-100	18	3/8" x 1" BOLT
9	H1-0375-400TB	3	3/8" x 4" TAP BOLT (FULL-THREAD)
10	H2-0375HN	19	3/8" NUT
11	H4-0375LW	19	3/8" LOCKWASHER
12	H3-0375FW	2	3/8" FLAT WASHER
13	H2-0375WN	2	3/8" WHIZ LOCK NUT
14	H1-0500-125	4	1/2" x 1-1/4" BOLTS
15	H2-0500HN	4	1/2" NUT
16	H4-0500LW	4	1/2" LOCKWASHER
17	H1-0312-650G5Z	1	5/16" x 6-1/2" BOLT
18	H2-0312TLNZ	1	5/16" TOP LOCK NUT
19	AB1179-4(6HP)WMC	1	2.37"OD-4' MAST w/HINGE PLT & ADAPT. PLT.
20		4	3/8" x 1-1/4" BOLT
21		4	3/8" NUT
22		4	3/8" LOCKWASHER
23		2	3/8" FLATWASHER
24		1	HINGE MAST SAFETY CABLE ASSY (SUPPLIED BY WM)
25		2	16" X 77" RUBBER MATTING

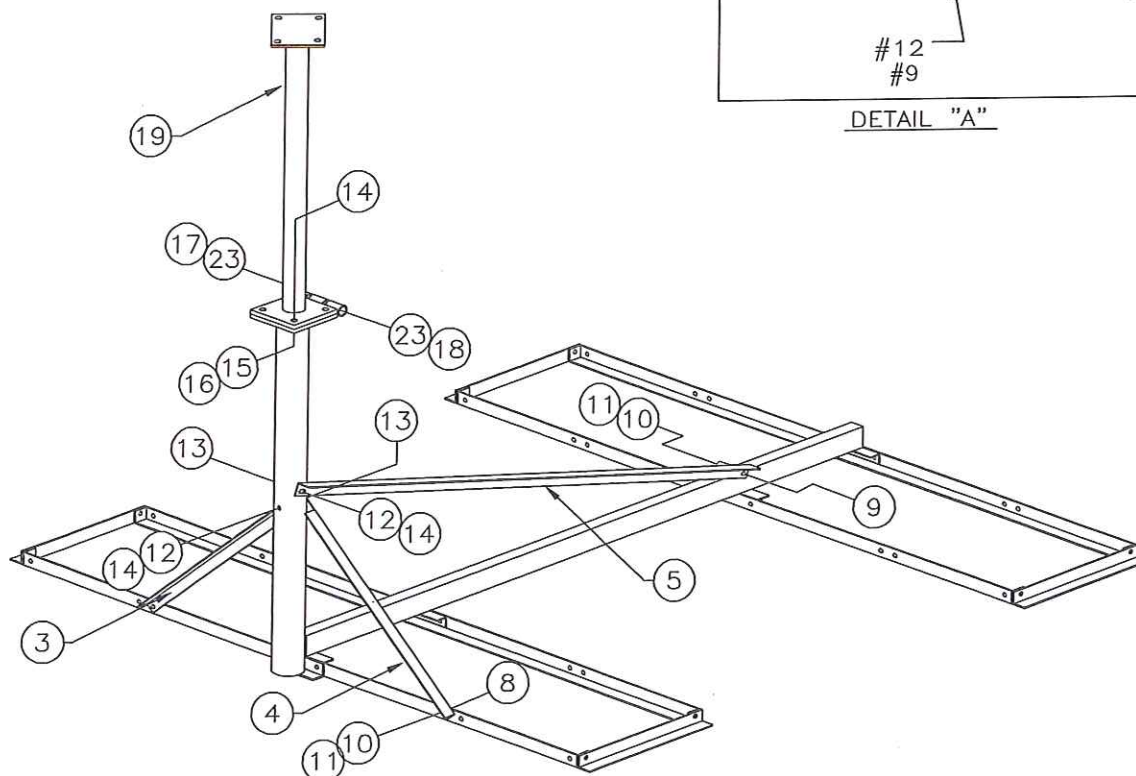


ASSEMBLE THE TWO BALLAST TRAYS. EACH BALLAST TRAY CONSISTS OF TWO 6' ANGLES(#6) & TWO 16" SIDE PADS(#7). ASSEMBLE AS SHOWN ABOVE USING FOUR 3/8"x1" BOLTS, NUTS & LOCKWASHERS PER BALLAST TRAY. DO NOT TIGHTEN HARDWARE UNTIL MOUNT ASS'Y IS COMPLETE.

BRACE MOUNTING TUBE



ATTACH THE SUPPORT TUBE ASS'Y(#2) TO THE BALLAST TRAYS AS SHOWN ABOVE. THE MOUNTING ANGLES ON THE SUPPORT TUBE ASS'Y FIT ON THE INSIDE OF THE 6' BALLAST TRAY ANGLES AND ARE SECURED USING TWO 3/8"x1" BOLTS, NUTS & LOCKWASHERS. THE MAST(#1) IS ATTACHED AT THE END OF THE MOUNT AWAY FROM THE BRACE MOUNTING TUBE.

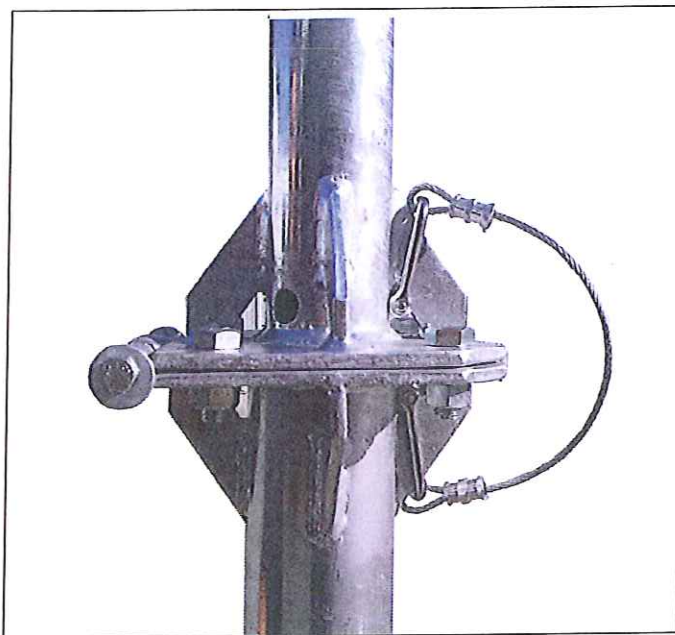


ATTACH THE RH SIDE BRACE(#4) & THE LH SIDE BRACE(#3) TO THE MAST USING A 3/8"x 4" TAP BOLT, FLATWASHER & WHIZLOCK NUT. (NOTE: THE NOTCHED ENDS ATTACH AT THE PIPE— SEE DETAIL "A"). SECURE THE OTHER END OF EACH BRACE TO THE BALLAST TRAY ANGLE USING A 3/8"x1" BOLT, NUT & LOCKWASHER.

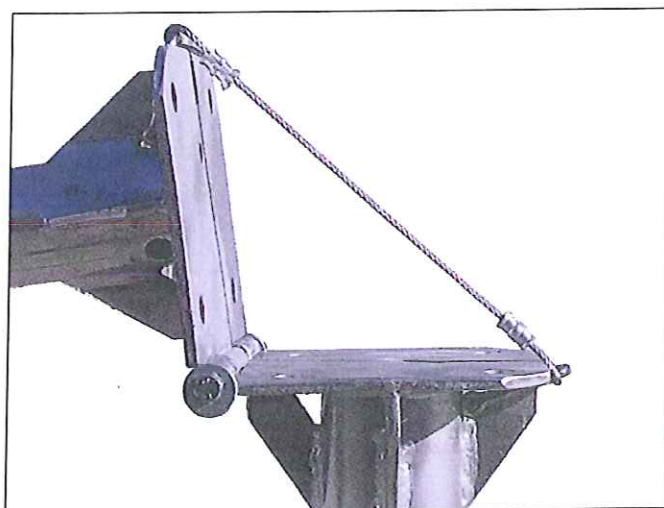
FASTEN THE RH REAR BRACE(#5) TO THE MAST USING A 3/8"x4" TAP BOLT, FLATWASHER & WHIZLOCK NUT. (NOTE: THE SLOTTED HOLE IN THE REAR BRACE IS TO ATTACH AT THE MAST.) THE OTHER END OF THE BRACE ATTACHES TO THE REAR BRACE MOUNTING TUBE, USING A 3/8"x4 TAP BOLT, LOCKWASHER & NUT.

TIGHTEN ALL HARDWARE

BOLT 2.37"OD CAMERA MAST(#19) TO THE LOWER MAST WITH FOUR 1/2"x1-1/4" BOLTS, NUTS & LOCKWASHERS. INSERT THE HINGE PIN BOLT 5/16"x6-1/2" BOLT WITH 3/8" FLATWASHER UNDER THE HEAD, THEN SECURE THE HINGE BOLT WITH 5/16" TOP LOCKNUT & 3/8" FLATWASHER.



ATTACH THE HINGED MAST SAFETY CABLE TO THE MAST GUSSETS (ON THE OPPOSITE SIDE AS THE HINGE). SEE PICTURE ABOVE



THE HINGED MAST SAFETY CABLE WILL SUPPORT THE MAST IN THE LOWERED POSITION FOR CAMERA MAINTENANCE. SEE ABOVE PICTURE.

Pan-Tilt Needs a
9/16 Wrench For
top and
bottom bolts

Pan-Tilt Unit

Pan-Tilt Junction Box

White Data Terminal Block Wire
Red To Red / Blue to Green



Black Power
Terminal Block
Black = -
Red = +

POE Suppressor

Junction box need
either a Flat Head
Screwdriver or 3/8
wrench

Green
ended
cable
250'

Outside
Inside

MPC

Data To Serial Converter

24 Volt AC Power

MPC 6 Power Supply

Short CAT5

Orange Crossover CAT 5

Red to A
Green to B

USE

Out
IN

Cyber Power UPS





Agenda Item:

6A. Report from the Beautification Advisory Committee. (staff)

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

SUBJECT: Kerrville Beautification Advisory Committee Report

FOR AGENDA OF: March 8, 2016

DATE SUBMITTED: February 26, 2016

SUBMITTED BY: David Barrera
Assistant 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 Budgeted:	Account Number:
\$ 0	\$ 0	\$ 0	

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The Kerrville Beautification Advisory Committee (KBAC) will be presenting a report regarding the beautification program. Pursuant to the resolution creating this committee, the KBAC was tasked with evaluating the community on issues and matters pertaining to beautification of the community and to provide occasional reports to the City Council. The report will include information regarding upcoming efforts during the next "Beautification Day", as well as suggestions and recommendations on other matters.

RECOMMENDED ACTION

No action required.

Agenda Item:

7A. Appointment to Kerrville Public Utility Board. (staff)

**BUSINESS OF THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: Appointment to the Kerrville Public Utility Board

FOR AGENDA OF: March 8, 2016 **DATE SUBMITTED:** February 22, 2016

SUBMITTED BY: Brenda Craig
City Secretary

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Board List
Letter and applications from KPUB (attached separately)

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Please consider appointment to the following board:

Kerrville Public Utility Board: One five-year term due to expire April 21, 2016:
Stephen Fine.

This matter also has been posted for executive session.

RECOMMENDED ACTION

Consider appointment to KPUB, with term to become effective April 21, 2016, and to expire April 21, 2021.

KERRVILLE PUBLIC UTILITY BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
FINE, STEPHEN Chairman 1210 Virginia Dr.	257-6020 (O) 896-2934 (H)	03-28-06	04-22-11	04-21-16
STACY, PHILIP Vice-Chairman P.O. Box 222 Hunt, TX 78024	792-1990 (O) 830-367-7007 (H)	02-28-12		04-21-17
SAMPLE, JOHN Secretary P.O. Box 291341 355 W. Main	257-6625 (H)	04-22-09	03-11-14	04-21-19
GAMBLE, FRED Treasurer 715 Travis	257-5135 (H)	04-22-10	4-21-15	04-21-20
PRATT, JACK Mayor P.O. Box 294000	895-2214 (O)	05-22-12	06-10-14	04-21-16
Staff McCUAN, TRACY General Manager P.O. Box 294999	257-3050 (O)			

Qualifications: Citizen of the United States of America who reside or conduct business on a full-time basis in Kerr County, Texas and who use the system for personal, residential, business and/or company use. No person who is related within the second degree of consanguinity or affinity to any member of the board of trustees shall be eligible for election as a member of the board.

Vacancies: All vacancies shall be filled by the city council from nominations of at least three persons for each position to be filled by the majority vote of the remaining members of the board of trustees. If the city council does not act upon such nominations within 30 days after submission in writing to the city council, the board of trustees by majority vote of the remaining members shall nominate three additional persons for each position to be filled. If the city council does not act upon such additional nominations within 30 days after submission of such additional nominations, the board shall be empowered to fill such vacancies by the majority vote of the remaining members of the board of trustees.

Powers: To take, have and exercise exclusive possession and control of the system, and all additions thereto, and to collect, and enforce the collection of all funds and revenues that may be or become owing or that may arise out of the operation of the system, and to disburse the same. To fix all rates for all services to be

furnished by the system, with the power to alter the same at any time or times, subject to approval of the city council of the city of Kerrville. To employ and pay the compensation of a general manager of the system, and attorneys, engineers and other professional or technical aids as may be necessary. To do any and all things necessary in reference to the installing and maintaining of a complete system of records and accounts pertaining to the system and to make monies available for the payment of revenue bonds.

Term of Office: Five years; a person who has served as a member of the Board for an initial term shall be eligible to be re-appointed for one additional consecutive term of five years, and one only, but may serve for any number of non-consecutive terms so long as such member has not served as a member of the board for at least two years next preceding the term for which such member is appointed. A member who is appointed to the board to serve out an unexpired portion of a retired member's term shall not be considered to have served a "term" unless the unexpired portion of the term so served is two years or more. Permanent removal of residence from, or the failure to conduct business on a full-time basis in Kerr County by any member of the board shall vacate his office as a member of the board.

Quorum: Three

Number of Members: Five

Meeting Time & Place: Third Thursday, 8:30 a.m., 2250 Memorial Blvd.

Absences: Any member of the board, other than the Mayor, who shall be continuously absent from all meetings held by the board for a period of four consecutive months shall, unless he shall have been granted leave of absence by the unanimous vote of the remaining members of the board, be considered to have vacated his office as a member of the board.

Established by: Ordinance No. 1987-45 (purchase); Resolution 1987-106 (Board);

Revised: May 28, 2015