AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, APRIL 26, 2016, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, APRIL 26, 2016, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION: by Ann Buck, Executive Director of The Christian Women Job Corp.

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

1. VISITORS/CITIZENS FORUM:
Any citizen with business not scheduled on the agenda may speak to the City Council. Prior to speaking, each speaker must fill out the speaker request form and give it to the City Secretary. City Council may not discuss or take any action on an item but may place the issue on a future agenda. The number of speakers will be limited to the first ten speakers and each speaker is limited to four minutes.

2. PRESENTATIONS:
2A. Proclamation declaring May as Lupus Awareness Month. (Mayor Pratt)

2B. Proclamation declaring May 3 as The Big Give S.A. Day. (Mayor Pratt)

2C. Proclamation declaring May 5 as National Day of Prayer. (Mayor Pratt)

2D. Resolution of Commendation for Meg Scott-Johnson for service on the parks and recreation advisory board. (Mayor Pratt)

2E. Recognition of Kerrville Fire Department Division Chief Tony Lenard for 32 years of service. (Mayor Pratt)

3. CONSENT AGENDA:
These items are considered routine and can be approved in one motion unless a councilmember asks for separate consideration of an item. It is recommended that City Council approve the following items which will grant the Mayor or City Manager the authority to take all actions necessary for each approval:

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: April 22, 2016 at 3:30 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

3A. Minutes of the regular city council meetings held February 23, 2016, March 8, and March 22, 2016. (staff)

3B. Acceptance of a grant from the Anonymous Fund III, a donor advised fund of The Community Foundation of the Hill Country, to the City of Kerrville in the amount of approximately $699,000 for the purpose of maintaining the Kathleen C. Cailloux Center for the Performing Arts. (staff)

3C. Request from the Cailloux Foundation to waive public safety service costs in the amount of $3,200 for the Kerrville Chalk Festival to be held October 15-16. (staff)

3D. License agreement with Revolution Broadcasting, LLC for the REVFEST music event in Louise Hays Park on October 15, 2016. (staff)

3E. Request from Revolution Broadcasting, LLC to waive public safety service costs in the amount of $4,768.12 for REVFEST. (staff)

3F. Professional services agreement with John Hewitt Engineering Inc. to perform design and construction phase services for the development of aquifer storage and recovery water supply Well #3 and site improvements in an amount not to exceed $112,300.00. (staff)

END OF CONSENT AGENDA

4. PUBLIC HEARING AND RESOLUTION:

4A. Resolution No. 10-2016, granting a Conditional Use Permit for an approximate 1.36 acre tract of land out of the Samuel Wallace Survey No. 112, Abstract 360, within the City of Kerrville, Kerr County, Texas, and otherwise known as 2814 Memorial Boulevard; said tract located within the E-31 Zoning District; by permitting said property to be used for Business Services II purposes (automotive towing services); and making said permit subject to certain conditions and restrictions. (staff)

5. ORDINANCES, SECOND AND FINAL READING:

5A. Ordinance No.2016-06, annexing an approximate 194.79 acre tract of land into the City of Kerrville, Texas, and extending the boundary limits of the city to include the property within the city limits; said property generally located south of and adjacent to State Highway 27 and between Oak Way Street and Split Rock Road; said tract 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; said tract located adjacent to the corporate limits of the City of Kerrville, Texas, and more commonly known as 337 Split Rock Road; further describing the territory to be annexed; adopting a service plan for the territory annexed; and establishing the zoning for the area annexed as "R-1" Single Family Residential in accordance with the City's Comprehensive Plan. (staff)

5B. 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; said property to return to the "RT" Residential Transition Zoning District. (staff)

6. <u>CONSIDERATION AND POSSIBLE ACTION</u>:

6A. Participation in construction of road to Hangar 19 and paving of apron and taxiway at the Kerrville/Kerr County Airport. (Bruce McKenzie, airport manager)

6B. Consideration of the FY2016-17 Kerrville-Kerr County Airport budget. (Bruce McKenzie, airport manager)

6C. Text amendments to the City's Zoning Code and building codes regarding the use of temporary structures, including construction trailers, and recreational vehicles. (staff)

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

7A. Budget and economic update. (staff)

8. <u>ITEMS FOR FUTURE AGENDAS</u>

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

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.

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: April 22, 2016 at 3:30 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

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 551.071:

Ordinance No. 2016-06, annexing an approximate 194.79 acre tract of land into the City of Kerrville, Texas, and extending the boundary limits of the city to include the property within the city limits; said property generally located south of and adjacent to State Highway 27 and between Oak Way Street and Split Rock Road, and more commonly known as 337 Split Rock Road.

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.

10C. Section 551.071 and 551.072:

Discuss City of Kerrville, Texas vs. Stadter, 198th District Court of Kerr County, No. 13698B (condemnation).

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: April 22, 2016 at 3:30 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. Proclamation declaring May as Lupus Awareness Month. (Mayor Pratt)

PROCLAMATION

WHEREAS, Lupus is a chronic autoimmune, and one of the most mysterious diseases that can damage any part of the body such as skin, joints, and/or organs inside the body by the autoimmune system producing antibodies to cells within the body leading to widespread inflammation and tissue damage in belief that something is wrong; and

WHEREAS, Approximately 1.5 million people in the United States are living with Lupus, of which 90% of people diagnosed with the disease are women in childbearing years, and as many as 1 in 250 people may develop Lupus; and

WHEREAS, Lupus can be difficult to diagnose because its symptoms are similar to those of many other illnesses, and major gaps exist in understanding the causes and consequences; and

WHEREAS, Attention needs to be called for people locally, and around the world to unite in support of individuals, families, friends, and communities affected by this disease financially, physically, socially, and emotionally and to renew our commitment to finding a cure and improving the well-being and quality of life; and

WHEREAS, Lupus Awareness Month encourages all citizens to learn more about Lupus and to work together to raise awareness of this silent epidemic and treatment of Lupus among the residents of our city, state and around the world,

NOW, THEREFORE, I, Jack Pratt, Mayor of the City of Kerrville, Texas, do hereby proclaim the month of May as

LUPUS AWARENESS MONTH

In the City and encourage all citizens to wear purple on May 15, 2016 to raise awareness and rally public support to help solve the mystery of Lupus.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Kerrville to be affixed this _______ day of April, 2016.

____

Jack Pratt, Jr., Mayor

Agenda Item:

2B. Proclamation declaring May 3 as The Big Give S.A. Day. (Mayor Pratt)

PROCLAMATION

WHEREAS, The Big Give S.A. is a 24-hour day of online giving from midnight to midnight on May 3, 2016, to raise funds for area nonprofits; and

WHEREAS, The 2016 Big Give S.A. is part of the Give Local America 24-hour crowdfunding event that allows every person in the community to give back to the community with donations as little as $10; and

WHEREAS, The Big Give S.A.'s premiere last year raised more than $4.3 million – twice the targeted amount; and

WHEREAS: This year The Big Give S.A. has expanded to include nonprofits in the City of Kerrville, as well as all of Kerr, Kendall, Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Gonzales, Guadalupe, Karnes, Kendall, Medina, Wilson and Uvalde counties; and

WHEREAS: Nearly 40 nonprofits in Kerrville and Kerr County are participating in The Big Give S.A. to raise funds to help local causes,

NOW, THEREFORE, I, Jack Pratt, Mayor of the City of Kerrville, Texas, do hereby, proclaim May 3, 2016, as

THE BIG GIVE S.A. DAY

In Kerrville, Texas, and do hereby urge all the citizens of our community to join with their local nonprofits and participate in The Big Give S.A.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Kerrville to be affixed hereto the 1st day of May, 2016.

____

Jack Pratt, Jr., Mayor

Agenda Item:

2C. Proclamation declaring May 5 as National Day of Prayer. (Mayor Pratt)

Proclamation

WHEREAS, The First Continental Congress first acted with prayer; and

WHEREAS, Americans throughout generations, turn to their Maker in prayer, and

WHEREAS, In exaltation and in thanksgiving, in repentance and in prayer, we acknowledge both our dependence on Almighty God and the Grace and Mercy He offers each of us, and

WHEREAS, In good times and bad times, we seek and pray for God's presence, power, blessings and His protection, freedom and peace, for families, our children, ourselves and for our beautiful city, state and country, and

WHEREAS, Our country while seeking independence and liberty recognized God as the Author of freedom blessed us with liberty,

NOW, THEREFORE, I, Jack Pratt, Mayor of the City of Kerrville, Texas, do hereby proclaim May 5, 2016 as

National Day Of Prayer

And invite the citizens of the City of Kerrville and Kerr County to give thanks in accordance with their own faiths for our many freedoms and blessings.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Kerrville to be affixed this ____ day of April, 2016.

____

Jack Pratt, Jr., Mayor

Agenda Item:

2D. Resolution of Commendation for Meg Scott-Johnson for service on the parks and recreation advisory board. (Mayor Pratt)

City of Kerrville
701 MAIN STREET • KERRVILLE, TEXAS 78028 • 830.257.8000 • KERRVILLETX.GOV

RESOLUTION AND COMMENDATION

WHEREAS, **MEG SCOTT-JOHNSON** has served as a member of the Parks and Recreation Advisory Board with the date of service beginning March 27, 2012 and

WHEREAS, **MEG SCOTT-JOHNSON** has served faithfully and dutifully on said board;

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

That **MEG SCOTT-JOHNSON** be recognized for outstanding service as a member of the Parks and Recreation Advisory Board, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the 26th day of April, 2016.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary

Jack Pratt, Jr., Mayor

Gary Stork, Mayor Pro Tem

Stephen P. Fine, Councilmember

Bonnie White, Councilmember

Gene Allen, Councilmember

<u>Agenda Item:</u>

2E. Recognition of Kerrville Fire Department Division Chief Tony Lenard for 32 years of service. (Mayor Pratt)

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

SUBJECT: Recognition of Kerrville Fire Department Division Chief Tony Lenard for 32 years of service

FOR AGENDA OF: Apr. 26, 2016 **DATE SUBMITTED**: Apr. 20, 2016

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES:

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

Division Chief Tony Lenard has served the City of Kerrville as a member of the Kerrville Fire Department since 1984. After 32 years of service, Chief Lenard is retiring. He has served in every aspect of the fire service, promoting up the ranks from a firefighter to his current rank of Division Chief.

Through his distinguished service career Chief Lenard has become known for his leadership ability, his knowledge, and his courage. He has been instrumental in building today's department and has prepared it to meet the needs of the future.

We congratulate Chief Lenard on his retirement and thank him and his family for their contributions and dedication to the Kerrville Fire Department and the City of Kerrville.

RECOMMENDED ACTION

City staff recommends that the City Council recognize Division Chief Tony Lenard for his 32 years of service and congratulate him on his retirement.

Agenda Item:

3A. Minutes of the regular city council meetings held February 23, 2016, March 8, and March 22, 2016. (staff)

CITY COUNCIL MINUTES KERRVILLE, TEXAS
REGULAR MEETING February 23, 2016

On February 23, 2016, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Pratt in the city hall council chambers at 701 Main Street. The invocation was offered by Susan Liljestrand, Associate Pastor at the First Presbyterian Church, followed by the Pledge of Allegiance led by Fire Chief Dannie Smith.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT:

Stephen P. Fine	Councilmember

CITY CORE STAFF PRESENT:

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

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

1. VISITORS/CITIZENS FORUM:

1A. Robert Naman said he previously stated that city staff had not adequately disclosed the potential use of ad valorem taxes to pay for the effluent project; however, staff did explain it at a council meeting in November 2015, and he agreed that securing the bond with both funds made sense in order to lower the interest expense. He reviewed language in the official statement of the bond issue which pledged ad valorem tax and utility system revenue. He was disturbed by the funding of $2 million for the indoor baseball facility from bond proceeds. He opined that the city should seek approval from current bond owners to amend the covenants of the bond to limit payment to only utility revenue, or refund the current bond issue and issue a new bond secured only by the sale of grey water at market rate and other utility system revenue. The city must guarantee that no ad valorem or general fund revenue will be used to pay for the effluent project, and the city should pay for the indoor baseball facility from ad valorem tax.

2. PRESENTATIONS:

2A. Proclamation proclaiming March as American Red Cross Month.
2B. Resolution of Commendation to David Watterson for service on the Planning and Zoning Commission.
2C. Resolution of Commendation to Tyler Archer and Brenda Hughes for service on the Food Service Advisory Board.
2D. Resolution of Commendation to Scott Bolton for service on the Main Street Advisory Board.
2E. Resolution of Commendation to Danny Almond; Mark Bosma; Richard Charter, II; John Harrison; David Lipscomb; John Lovett; Ben Low; Justin MacDonald; John Miller; and Carol Swanson for their service on the Reuse Water ad hoc Advisory Committee.
2F. Presentation of the Kerrville Beautification Advisory Committee's Beautification Recognition Program Awards: Billy's Western Wear received the business beautification award and Tim and Amy Blanks at 707 West Main received the residential beautification award.

3. <u>CONSENT AGENDA</u>:
Mr. Stork moved to approve consent agenda items 3A through 3B; Ms. White seconded the motion, and the motion passed 4-0:
3A. Minutes of the city council regular meeting held December 8, 2015, and the special meeting held December 15, 2015.
<u>END OF CONSENT AGENDA</u>

4. <u>CONSIDERATION AND POSSIBLE ACTION</u>:
4A. <u>Report on the water/wastewater analysis performed by Freese and Nichols on the Peterson Farm Road (PFR) property and direction to staff</u>.
Ms. Day noted in October 2015 council asked staff to evaluate the potential for providing water and wastewater service to the undeveloped 86 acres on PFR owned by EIC for possible housing and commercial development. The property was in the city and zoned PDD (planned development district). Staff evaluated both off-site upgrades and infrastructure within a potential development. The evaluation was based on the assumption of 240 multi-family residential units (2.2 people/unit; 190 gallons/capita/day for water and 110 g/c/d for wastewater) on 30 acres, 50 acres for commercial development (1,100 gallons/acre/day for water; 1,000 g/a/d for wastewater; and 1,500 gpm water for fire flow), and some floodplain issues within the property. She noted that several capital projects were already scheduled in the CIP to achieve fire flow and looping to correct existing TTHM (total trihalomethanes) issues in this area. Those projects would get fire flow to 1284; however, additional projects were needed to achieve 1500 gpm.

Freese & Nichols, Inc. (FNI) performed a water system analysis and a wastewater system analysis for the full development of the property based on the assumptions.

Ms. Day reviewed the FNI analysis and presented options for utilities along the PFR area:
<u>Option #1: Single Family Residential Development</u>:
Water: Need internal distribution system, cost $1,478,900, included:

Project A: 12" water lines; loop PFR; and connect to existing 12" water line on Hwy. 27.

Wastewater: Need collection system, cost $1,263,600, included:

Project C: 2" gravity line from PFR property to Al Mooney airport lift station, and 6" wastewater gravity lines within the property.

Notes: Fire flow requirements are met and off-site wastewater can handle demand; sufficient capacity for single family residential development.

Option #1 total project cost $2,742,500.

Option #2: Multi-Family Residential Development:

Water: Need system improvements, cost $3,732,300, included:

Project A.

Project B: 12" water line on Hwy. 27.

CIP Project 4: 12" river crossing water line.

Wastewater: PFR development collection system, cost $1,263,600, included:

Project C.

Notes: Fire flow requirements not sufficient without above projects; off-site wastewater sufficient to handle demand for 240 residential units; opens up other areas for commercial or multi-family developments; Project 4 is a CIP project for 2027. Staff anticipated some participation by developer.

Option #2: total project cost, $4,995,900.

Option #3: Multi-Family and Commercial Development:

Water: Need system improvements, cost $3,732,300, included:

Projects A, B, and 4 (CIP).

Wastewater: PFR property, cost $10,465,800, included:

Project C

Project D: Al Mooney lift station rehabilitation.

Project E: 12" Hwy. 27 wastewater line.

Project F: 6,300 gpm Legion lift station.

The cost to expand the project to serve all PFR customers would be an additional $2,643,500.

Notes: Water upgrades were necessary to provide fire flow; off-site wastewater upgrades necessary for commercial development; gives additional opportunities for commercial and residential development; Legion lift station is excluded from the cost as it is a CIP project for 2019; and Project 4 is a CIP water project for 2027.

Option #3 total project cost is $6,375,800, excluding the Legion lift station upgrade which is a CIP project for 2019.

Ms. Day noted the Legion basin was a much larger basin and needed additional capacity not just for this property. The $460,000 would increase capacity to the Legion lift station project beyond the PFR project. She also noted that all cost figures were in today's dollars, no inflation increase. Council noted that some CIP projects would have to be escalated if development of the property moved forward.

Mr. Parton noted this was the first step, to evaluate the feasibility of providing utilities to serve the subject property and beyond. If City Council and EIC agreed to support such a project, then staff would prepare a land plan.

Council also discussed the following:
-Need to prepare a marketing study to see what the pay back on investment would be to the city before proceeding to put in infrastructure. Mayor Pratt noted the marketing study would be one of the requirements for the developer and not the city's responsibility.
-Should not fund project until a developer had been selected.
-PFR was a county road; if the city annexed PFR, the city would have to make improvements to meet city standards and maintain the street.
-Development would also require a traffic study and flood study.
-Minutes of a council meeting in 2010 stated that high residential development should not be allowed to build outside the airport. Mayor Pratt noted this had to do with the flight pattern, the direction of the runways and the height of buildings contiguous to the airport; the subject property was not in the flight path of the runways.
-The city had other areas that could develop which already had utilities.
-Providing utilities to EIC's property would also enhance the value of property and create a potential for development all along PFR and Highway 27.
-4B funds could be used because this would be new development; city could also use 4B funds for the athletic complex since it was also new development; council had the ultimate authority over EIC spending.
-Companies were moving in and creating jobs; the purpose of workforce housing would be to create an upgrade in workforce housing.

The following persons spoke:
1. Ed Hamilton agreed that Kerrville needed housing and noted 94-96% occupancy on apartments; however, the city owned 100 acres at Singing Wind Park that would be suitable for housing and already had infrastructure. He opined that the complication of the revisionary clause for parks could be worked out. Apartment housing should be developed on the city's property at Singing Winds and not at the airport. EIC should sell their land.

Mr. Parton noted that parkland could not be converted to another use without approval of a voter referendum.

2. Russell Nemky agreed that a growing workforce required reasonable housing. Higher end affordable apartments might be a better use of Singing Winds Park.

Mr. Stork moved to receive the report and ask staff to proceed with the next logical direction with this project. Mr. Allen seconded the motion and it passed 4-0.

Mr. Parton stated he would present the study to EIC to receive their input.

4B. Building naming request from Playhouse 2000, Inc. for the new Cailloux Campus Support Facility located at 913 Jefferson Street.
Ms. Boyle noted the city received a request from the Playhouse 2000 (P2K) Board to name the new facility "The Kit Werlein Annex". The naming policy adopted by council in 2011 gave the city council final authority over naming requests of city owned facilities.

Jeffrey Brown, Executive Director of Playhouse 2000 noted construction was complete and the grand opening would be in April. The P2K Board of Directors requested the city name the facility "The Kit Werlein Annex"; he noted that P2K major donors also supported this request.

Mr. Allen moved to direct staff to proceed. Mr. Stork seconded the motion and it passed 4-0.

5. INFORMATION AND DISCUSSION:
5A. Regulation of video gambling activities and video gambling machines and the creation of a citizen's advisory council to provide feedback to the City Council. Mayor Pratt discussed potential problems with possible expansion of video gaming and gambling machines and suggested appointing a citizens ad hoc committee to evaluate the need for a local ordinance to give police more access and cut down on crime.

Council discussed the following:
- State law was very strict; what restrictions could be added above state law?
- Only three gaming facilities in the city; was there a problem? Chief Knight noted state law was strict and very clear; the police would shut down any business or person violating state law.
- Gambling was regulated, but gaming machines were not unless they paid out ten times more than the amount put in.
- Could study convenience stores and businesses that play for tokens used to purchase items.
- Staff should study the issue instead of a committee as staff had resources and authority to access information.
- State law does allow amusement licenses that award non cash prizes.
- Was a legal issue that should be left to the city attorney and city staff.

Mayor Pratt moved to establish an ad hoc committee of 7 members and 2 alternates to study and make recommendation to council regarding video gaming and associated activities, and that Mayor Pratt and Councilmember Stork be the council liaisons. Mr. Stork seconded the motion and it passed 4-0.

5B. Budget and economic update.
Ms. Yarborough gave the financial report year to date for the period ending January 31, 2016: general fund revenues totaled $9,182,556 and expenditures $7,726,326; water and sewer fund revenues totaled $3,796,364 and expenditures $3,207,902; hotel/motel fund revenues totaled $331,536 and expenditures

$227,850; 30 permits for new residential construction and 0 for new commercial construction. She reviewed the budgets for six major capital projects: Jefferson lift station, Ridgewood transmission line, Broadway lift station, river trail, Louise Hays and Lehmann/Monroe Park, and the athletic complex.

6. BOARD APPOINTMENT:

6A. Planning and Zoning Commission. Ms. White moved to appoint Michael Sigerman to the alternate position with term to expire January 1, 2018; Mr. Stork seconded the motion and it passed 4-0.

7. ITEMS FOR FUTURE AGENDAS

- Historic building preservation policy.

8. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- Get crafty at the library, February 25.

9. EXECUTIVE SESSION: None.

10. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION: None.

ADJOURNMENT. The meeting adjourned at 7:17 p.m.

APPROVED: ________________ ____________________________

ATTEST: Jack Pratt, Jr., Mayor

____

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
March 8, 2016

On March 8, 2016, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Pratt in the city hall council chambers at 701 Main Street. The invocation was offered by Sharon Taylor, White Dove Ranch Ministry, followed by the Pledge of Allegiance led by Police Chief David Knight.

<u>COUNCILMEMBERS PRESENT</u>:

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

<u>COUNCILMEMBER ABSENT</u>: None

<u>CITY CORE STAFF PRESENT</u>:

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

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

1. <u>VISITORS/CITIZENS FORUM</u>:

1A. Mr. Fine congratulated Jordan Sirianni on achieving his Eagle Scout rank.

2. <u>CONSENT AGENDA</u>:

Ms. White requested Items 2B and 2C be removed from the consent agenda.

Mr. Allen moved to approve consent agenda items 2A; Mr. Fine seconded the motion, and the motion passed 5-0:

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

<u>END OF CONSENT AGENDA</u>

2B. <u>Adoption of pavement management plan conducted by Fugro</u>.

Ms. Day noted the current street maintenance program budget was $1 million. The Fugro plan called for $1.12 in FY2016, $1.5 in FY2017, and anticipated a 3%

escalator each year thereafter for ten years for the street maintenance program. She noted the Fugro plan placed a rating on the condition on all 170 miles of city streets; the previous plan was done in-house and did not take all factors into consideration. The Fugro plan would achieve the council's goal of 70 PCI by five years and 75% by ten years. She recommended council adopt the Fugro report and staff use it to maintain streets for each year's program.

Ms. White hoped the city could put more money into the street program budget and suggested setting the street program budget in place first and then planning the rest of the budget around that program.

Mr. Parton noted staff did not center budgets around any one line item, rather, prepared a program based budget to achieve the needs of all departments in the organization. Council could cut items in other line items or raise additional revenue to add to streets as the budget had not been finalized.

Mr. Allen moved to adopt the pavement condition data collection and evaluation report and the appendices of the pavement management plan conducted by Fugro; Mr. Fine seconded the motion and it passed 5-0.

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.
Ms. Day noted this project would replace the existing building built in the early 1900s and which currently housed utility construction and purchasing departments, water meter workshop, offices, and stored equipment, vehicles and supplies. The 2008 facilities master plan stated that the current building had no value; the building was not ADA compliant and staff recommended it be demolished upon completion of the new building. After completion of the design, staff would bring a cost estimate and finance plan to council for consideration.

Mr. Stork moved to 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 to exceed a total contract value of $99,650.00. Ms. White seconded the motion and it passed 5-0.

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.
Mr. Robertson noted on January 12 council directed staff to immediately initiate the annexation process and begin discussions with various parties. Notice was

sent to Martin Marietta, owner of the property. He noted the surrounding land use was single family residential, the airport, and Our Lady of the Hills School (OLH). The annexation process was on schedule in accordance with state law.

Mayor Pratt declared the public hearing open at 6:24 p.m. and the following person spoke:

1. Chance Allen, representing MM, stated MM did not wish to have their property annexed. MM purchased the land more than a year ago and was operating as Kerrville Sand and Gravel. MM followed all rules and regulations and had done nothing wrong that would require annexation and removal of their property rights. MM met with Kerr County Commissioner Tom Moser in February 2015 about opening this operation. They had been transparent and would work with the city, county and community. MM met with neighbors, Comanche Trace homeowners, the chamber, and OLH; MM listened to their concerns and worked together; they wanted to support the community. MM had addressed their concerns, i.e. parking, reclamation, dust, and other concerns.

The city's ill-willed attempt to annex MM's property in order to take away their property rights was wrong. MM already had onerous regulations set by TCEQ to protect health and safety and they had operated in the area for about 12 years and had always protected the river. He stated that MM would not mine in the river, and MM left a buffer so people enjoying the river would not see the operation from river. MM had been mining the property and separating material on site for several months under a permit regulated by TCEQ and operated in a manner that prevented any contaminants from entering the river. They were fully committed to not ever discharge any processed water into the river. He said that MM was committed to a win/win solution for the community; however, MM would take all necessary steps to preserve their constitutional rights and protect existing property rights and activities that had been on the property since ownership. MM had already willingly agreed to operate in a way that allows them to co-exist in the community. Mr. Allen stated that for the city to fight MM would be a waste of city tax dollars.

Council noted that cities annex land all the time and it was not a punishment to be in the city. The city was not fighting MM or their business operations; the city was not being ill willed toward MM or punishing them. Chance Allen said that the letter received from the city contained information about MM zoning that could affect their business.

No one else spoke and Mayor Pratt closed the public hearing at 6:31 p.m.

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.

Mayor Pratt announced that this item had been removed from the agenda and would be considered at a later date.

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.
Mayor Pratt read the ordinance by title only.

Ms. Boyle noted the proposed parks regulations were approved by the parks and recreation advisory board on September 17, 2015; she reviewed changes to the ordinance:

- Current: Smoking is prohibited in city parks. Proposed: Prohibit the use of electronic vaping devices in city parks.
- Current: Police cannot issue citations because park roads were not considered public roads. Proposed: Make it unlawful for failing to adhere to traffic devices, warning signs, barricades, and gates in city parks.
- Current: Prohibits firearms in parks. Proposed: Match allowances under state law regarding permitted handguns; however, prohibit discharge of firearm in city parks. State law allowed open carry and cancelled carry with permit in parks.
- Current: Prohibits animals in swimming areas. Proposed: Allow in swimming areas by permit.
- Current: There are no restrictions on the use of drones in city parks. Proposed: Allow drones and remote controlled devices in city parks by city permit only; would require a license from the FAA.

Ms. Boyle noted FAA had regulations but did not cover municipal property; she recommended drones be allowed with city permit for activities i.e. surveying, construction projects, aerial photography, community marketing, etc. There would be no cost for the permit.

The following was also discussed:

- Drones under a half pound were not required to have a license from the FAA.
- Remote controlled aircraft were already required to have a permit to operate in city parks.
- Should be regulated for public safety; drones under a half pound were not regulated by the FAA. Concern that people flying drones in city parks would not be aware of the restriction.

Ms. Boyle noted that upon passage, signs would be posted in all city parks and a press release would be issued.

The following persons spoke:
1. Bill Morgan stated the use of vaping devices and electronic cigarettes was more dangerous than cigarettes and in the past he had requested the smoking ordinance be amended to prohibit vaping devices throughout the city, not just in parks, otherwise, it could be considered selective enforcement.

Mayor Pratt noted the ordinance being considered was for city parks only.

Mr. Fine moved for approval of Ordinance No. 2016-04 on first reading; Mr. Allen seconded the motion and it passed 5-0.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Presentation of the Fiscal Year 2015 Comprehensive Annual Financial Report (CAFR).
Karen Kurtin, senior manager at BKD, LLC (auditing firm) presented the audit for the year ending September 30, 2015. BKD issued independent auditor's reports on basic financial statement, on internal controls over financial reporting, and on compliance and other matters based on an audit of the city's financial statements as performed in accordance with governmental auditing standards. The reports were issued modified clean opinions, there were no material weaknesses or significant deficiencies, and internal controls were identified as part of the audit. In 2015 the city implemented GASB Statement No. 68, a nationwide standard. The city has a net pension liability of approximately $436,000 and the pension was 99.3% funded. The unassigned fund balance at FY end was $6.78 million, of which, 28% was general fund expenditures; this exceeded the 25% threshold established by city financial policies. In 2015 the city received the Certificate of Achievement for Excellence in Financial Reporting for the 2014 CAFR for the 31st year, and she expected the city would receive the award for the 2015 CAFR.

Ms. White moved to accept the FY2015 CAFR; Mr. Stork seconded the motion and it passed 5-0.

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 noted WOAI-TV requested permission to place a pod on top of a city building for their weather reporting segment; he suggested Butt-Holdsworth Library and noted it would give a view of downtown Kerrville and Louise Hays Park. There would be some minor installation cost, but advertising would be free for Kerrville.

Council noted the installation of WOAI-TV's equipment would not penetrate the roof of the library building.

Mr. Allen moved to authorize staff to negotiate and execute an agreement with

WOAI-TV as presented; Mr. Fine seconded the motion and it passed 5-0.

6. INFORMATION AND DISCUSSION:

6A. Report from the Beautification Advisory Committee (BAC).
Brandon Douglas, BAC Chairman, report on BAC activities, and made the following suggestions:

- City should discuss with TxDOT the replacement of dead trees at I-10 and Hwy. 16, and add native wildflowers.
- Keep discussions open about a Welcome to Kerrville sign at I-10 and Harper Road, possibly as a part of the I-10 renovation project.
- Review and consider ordinances that prohibit old cars, furniture, campers, recreational vehicles, and debris from being left in view of streets. The city should enforce existing ordinance(s) or consider adopting such an ordinance.

Abandoned cars in yards is an enforcement issue; staff respond to complaints.

7. BOARD APPOINTMENT:

7A. Appointment to Kerrville Public Utility Board. It was noted that KPUB submitted three nominees for consideration of appointment.

Ms. White moved to appoint John Sheehan. Motion died for lack of a second.

Mr. Fine moved to appoint Bill Thomas with term to expire April 21, 2021; Mr. Allen seconded the motion and it passed 5-0.

8. ITEMS FOR FUTURE AGENDAS

- Amendment to ordinance prohibiting smoking in public places to include vaping devices and electronic cigarettes.

9. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- Library holding several events during spring break: March 15, 2 p.m. family friendly movie; March 16, 10 am story time for preschoolers; March 16, 2 pm story time for children; March 17, 2 pm children's crafts cardboard robot construction.

10. EXECUTIVE SESSION:

Mr. Fine moved for the city council to go into executive closed session under 551.071 and 551.072 of Chapter 551 of the Texas Government Code; motion was seconded by Mr. Allen and passed 5-0 to discuss the following:

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.

At 7:00 p.m. the regular meeting recessed. Council went into executive closed session at 7:05 p.m. At 7:12 p.m. the executive closed session recessed and council returned to open session at 7:13 p.m. Mayor Pratt announced no action was taken in executive session.

11. <u>ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION</u>
Mr. Fine moved to direct staff to enter into an agreement with the Spaulding Family for the purchase of six acres for $115,000 for the river trail. Mr. Allen seconded the motion and it passed 5-0.

<u>ADJOURNMENT</u>. The meeting adjourned at 7:15 p.m.

APPROVED: ______________ ______________________
ATTEST: Jack Pratt, Jr., Mayor

____
Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
March 22, 2016

On March 22, 2016, the Kerrville City Council meeting was called to order at 6:33 p.m. by Mayor Pratt in the city hall council chambers at 701 Main Street. The invocation was offered by Patty Edwards, Minister, Unity Church of the Hill Country, followed by the Pledge of Allegiance led by Fire Chief Dannie Smith.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT: None

CITY CORE STAFF PRESENT:

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

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

1. VISITORS/CITIZENS FORUM:

1A. Robert Naman requested that special meetings be posted more clearly on the city's website; he had difficulty locating the 5:30 special meeting.
Last year the city passed an agreement with the Cailloux Foundation for $12 million. Recently council voted to build an indoor batting facility. The facility may raise enough funds to off-set the cost to citizens; however, the public did not get to vote on the project. He opined that improvements to other facilities and infrastructure were needed. The $2 million annual maintenance cost was more important than maintaining existing facilities and infrastructure.

2. CONSENT AGENDA:

Ms. White moved to approve consent agenda items 2A through 2D; Mr. Fine seconded the motion, and the motion passed 5-0:

2A. Minutes of the regular city council meetings held January 12 and January 26, 2016, the town hall meeting held January 27, 2016, and the special meeting held February 2, 2016.

2B. Resolution No. 06-2016, authorizing the submission of a grant application to the Office of the Governor, Criminal Justice Division, by the Kerrville Police Department, for body worn cameras, video storage, and accessories.
2C. Resolution No. 07-2016, authorizing a waiver of various fees associated with the construction of single family homes for Habitat for Humanity Kerr County, Inc.; said waiver applicable to the remaining nineteen lots in the Maud Jennings Subdivision, Phase 2.
2D. Resolution No. 2016-08 approving the naming of the Cailloux Campus Support Facility located at 913 Jefferson Street as "The Kit Werlein Annex."
END OF CONSENT AGENDA

3. PUBLIC HEARING AND POSSIBLE ACTION:
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.
Mr. Robertson noted that council directed staff to begin the annexation process on January 12, and the first public hearing was held on March 8. Surrounding property was single family residential, the airport and a school. He recommended holding the public hearing and no action was necessary at this time.

Mr. Fine requested the annexation process be suspended (Item 6A of this meeting) for 60-90 days as the discussions with Martin Marietta (property owner) had not been held as was specified in the motion January 12. He requested the discussion happen before the annexation process moved forward; however, he noted that if it were suspended, the annexation process would have to start over.

Mr. Robertson noted staff had a meeting scheduled with MM on March 24.

Ms. White reviewed the annexation time line and noted the public hearing notice for the zoning had to be placed in the newspaper the next day, and the Planning and Zoning Commission (PZC) did not approve staff's recommended zoning of single family residential and sent it back to council.

Mr. Hayes noted that council took action in January to set the annexation process in motion and now the city had to follow the time line set out in state law.

Mr. Robertson noted the action by PZC was to deny R-1 single family residential zoning; therefore, it would require a super majority vote of the city council to overturn PZC's recommendation for zoning.

Mayor Pratt declared the public hearing open at 6:46 and the following person spoke:
1. Spencer Hart opined that the annexation was an attempt to prevent MM from operating on property they owned that was not currently in the city. He

discussed two subdivisions between city limits and the MM property that would benefit by annexation because they needed sewer service, in particular, the Guadalupe Heights subdivision was built over 50 years ago and all homes were on septic systems; the city should consider those areas.

No one else spoke and Mayor Pratt closed the public hearing at 6:49.

4. PUBLIC HEARING AND ORDINANCE, FIRST READING:

4A. Ordinance No. 2016-05 amending Ordinance 2001-23 which annexed property into the city and adopted zoning for the same property pursuant to a "Planned Development District" (PDD); said property consisting of an approximate 75.73 acre tract of land located adjacent to State Highway 27 and between Colvin Ranch Road East and Sutherland Lane East with an address of 155 Colvin Ranch Road East; said amendments consisting of various changes to the authorized uses for the property. Mayor Pratt read the ordinance by title only. Mr. Robertson noted the applicant requested an amendment to the existing PDD Section Three A through R on an approximate 75.73 acre tract. Staff mailed out 17 notices to surrounding property owners; 1 responded in opposition to the request; 1 requested the item be postponed; and 1called with questions. The subject tract was adjacent to Fox Tank Company and across the street from the airport.

PZC voted 4 to 1 to approve staff's recommendation to amend the land use table and development regulations to allow greater flexibility and more uses, noting in the existing zoning ordinance listed 64 uses and the proposed land use table being the current E-26 table as amended, noting many tracts remained vacant and this would encourage growth and alleviate some development regulations. Screening and building design standards would remain in place, and there would be no direct access to roads from SH 27.

Mayor Pratt declared the public hearing open at 6:53 and the following person spoke:

1. Carl Meek stated the annexation of the property was fine, but he was concerned that if the zoning did not allow a gravel pit, the city would be denying them use of their property and risked a major lawsuit and could be held responsible for damages; citizens should weigh in on this possibility.

No one else spoke and Mayor Pratt closed the public hearing at 6:57 p.m.

Council noted a letter had been received from Ms. Matthews concerning possible flooding or changes that could alter the floodplain. Mr. Robertson noted that floodplain issues would be addressed by the city engineer during the permitting process. He noted if council approved the ordinance, the development agreement would also have to be amended.

Mr. Stork moved for approval of Ordinance No. 2016-05 on first reading; Mr. Fine seconded the motion and it passed 5-0.

5. **ORDINANCE, SECOND READING**:

5A. 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. Mayor Pratt read the ordinance by title only.

Ms. Boyle noted first reading was held on March 8. Regarding the regulation of drones, she noted there were currently no local restrictions in city parks, and she recommended that drones not be allowed without a permit; however, she recommended that drones be permitted for certain uses, i.e. surveying, inspection, scientific research, community marketing, and city projects. Ms. Boyle noted that under Federal Aviation Administration (FAA) guidelines effective December 21, 2015, all drones weighing 0.55-55 pounds must be registered by the FAA, and drone operators must be a US citizen and legal permanent resident age 13 or older. She reviewed FAA safety guidelines and noted FAA registration was valid for three years. She proposed that no recreational permits be issued. The purpose of the ordinance was to provide enjoyable experience for park users, and to protect city property and park users from potential negative effects of drones used by private individuals originating from city parks. She noted that some cities had drone regulations in effect city-wide, not just in parks. Texas State Parks only allow drones in two parks in designated areas only through permits. National Parks have banned all drones.

Regarding the issue of prohibiting the use of electronic vaping devices, Ms. Boyle noted the city already prohibited smoking in the city parks.

The following persons spoke:

1. Michael Sigerman questioned if the city allowed drones, would that expose the city for liability if an accident occurred from someone flying a drone. Mr. Hayes noted the city had certain immunities from operation of a public park.

2. Vincent Voelkel disagreed with not permitting drones for recreational uses; the city should enforce state and federal laws that were already in place and designate a drone area in the park.

3. Bill Morgan opined that vaping devices provided a means for potential abuse of illegal drugs; he requested council apply the regulations to the city overall and not just in parks. He questioned if the police had any problems with persons using e-cigarettes? Chief Knight noted police had dealt with some misuse, but

nothing specific to vaping devices.

4. Brian Chmylak noted he allowed his children to fly drones at Lytle Park and this provided recreational time with his children. He opined that the worst injury that could happen would require a Band-Aid. He agreed the potential existed for misuse by persons flying drones with cameras; however, social networking was more harmful. He questioned information about permits and requested the city get community input before proceeding. Ms. Boyle noted the permitting was a federal requirement.

5. Aaron Yates noted the FAA permit process was new and federal regulations applied to all drone operators. Persons flying legally must attach their personal identification number and adhere to state and federal laws. Rules and regulations were already in place and the city should enforce state law, which was very restrictive. He requested recreational usage be allowed in city parks with proper FAA permit.

6. Russell Nemky questioned if the permit would apply to all recreational use. He noted a kite could also be dangerous, and drones were already covered by law. The city should make an area in the park specifically for flying drones, complete with obstacle courses; make it a positive thing. He opposed banning all drones for recreational use.

7. Richard Ferris requested the issue of drones and smoking be separated.

8. A member of the audience spoke about the local radio controlled flyers club and agreed that drones should be banned in public parks.

Council also discussed the following issues:

- Had police encountered problems with drones? Chief Knight noted one issue where a drone lost power and dropped; it was properly permitted and PD returned it to the owner.
- The issue of regulating drones was initiated by the council; it did not originate with the parks board.
- State law already bans surveillance, reckless endangerment, and flying devises over crowds.
- If a drone is permitted by the FAA, the city would know to whom it belonged.
- Some events held in the park require a charge for admission; problem is how to keep drones from getting into the event free.
- The city of Austin created specific rules for public safety during events.

Mr. Stork moved to scrap the entire ordinance and start over; the motion failed for lack of a second.

Mayor Pratt moved for approval of Ordinance No. 2016-04 on second and final reading, without the issue of drones; Ms. White seconded the motion and it passed 4 to 1 with Councilmembers Pratt, White, Fine, and Allen voting in favor of the motion and Councilmember Stork voting against the motion.

Council further instructed staff to place an item on the next agenda to establish an ad hoc committee to work with city staff to establish regulations for drones.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Termination of the proposed annexation of 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; described as 8,458,189 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.

Councilmember Fine proposed that council suspend the annexation process until after the meeting was held with Martin Marietta (MM), property owner. He understood the council's motion to proceed with the annexation process in January was a parallel process and that both the process and the meeting with MM would happen simultaneously. He proposed a 90 day suspension, during which time the city could also look at alternatives for zoning rather than R-1 single family residential. He understood that MM could not stop the annexation, but was concerned about the zoning and the risk of MM filing a lawsuit against the city.

Mr. Fine moved to suspend the annexation process temporarily and revisit it in 90 days and to have the meeting(s) with MM.

Mr. Hayes noted if the city suspended the process for 90 days, the schedule would be outside the requirements of state law.

The motion died for lack of a second.

Ms. White reviewed the time line and noted on March 17 the planning and zoning commission (PZC) held a public hearing and discussed zoning; PZC did not approve the staff recommendation of R-1 zoning. She stated that in order to stay on the time schedule, city staff must publish a public hearing notice for the proposed zoning on March 23.

Mr. Hayes noted that by law the city must follow the zoning designated in the comprehensive plan, which was R-1, staff did not have a choice to recommend any other zoning designation; however, MM may choose to be a legal non-conforming use and continue to operate a quarry, no one at the city had stated that MM could not operate a quarry. Mr. Hayes noted the legal non-conforming use applied to all 194.79 acres being annexed; however, if MM desired to expand their operation beyond the 194.79 acres, MM would have to come before the city and request a specific use permit or a zone change, same as any other property owner. The council held the public hearing under Item 3A and the ordinance would require two readings in April to stay on schedule.

The following persons spoke:

1. Russel Nemky said the city should let the lawyers take care of the annexation; after MM was finished in 15-20 years it would be a large area for bass fishing.

2. Spencer Hart opined that MM would sue the city in federal court and that would be serious and costly.

3. Claudia Richner said she recently moved here and she was concerned about the availability and quality of water in the future. In other states she saw the effects that short-sightedness had on water quantity and quality. The city should not oppose the quarry as the state had regulations that will oversee water quality.

4. Trevor Hyde, Comanche Trace, noted that legally the city can annex the property; however, annexation would not stop MM from operating a quarry. Zoning should be put in place. Both parties should work out a solution. If the city suspended the annexation process for 90 days, MM should stop working for 90 days. In order to get to mediation, both parties must be willing to meet; the city was willing to meet and stop for 90 days, if MM really wanted to work with the city, they would stop for 90 days.

5. Aleisha Knochenhauer, regional environmental manager for MM, noted that the first time she came to a council meeting she stated that MM was opposed to annexation, and preferred to work pro-actively with the city to address the city's concerns practically and to work with the city. Since that time MM has tried to contact and reach out to the city council and the city multiple times trying to get together; MM was still open and never closed the door to discussion. MM has had multiple meetings and met with many people, and they genuinely wanted to work with city.

Mayor Pratt asked if MM was still on schedule for the meeting on March 24; Ms. Knochenhauer stated yes, and she would be at that meeting.

6. Kerr County Commissioner Tom Moser stated he and other county officials had talked with MM many times. The county did not have any authority to do what the city can do through annexation and zoning. He believed the intent of MM was to be a good neighbor. MM had done everything the county had asked them to do, i.e. berms and fence, and MM did not have to do that. MM has property rights and he recognized the solution would require a balance between MM being allowed to do what they want to do with their property, and the community get the best deal it can. There had been a lot of discussion with MM during the past 6-9 months.

Mayor Pratt asked Commissioner Moser when the county notified the city of MM's plans. Mr. Moser stated as far as he knew, the county never officially notified the city they were having discussions with MM about what they were going to do with their property. He did not see anything to discuss.

7. Mitch Hogue, resident of Guadalupe Heights, attend the PZC meeting and

noted that the purpose of screening was to define boundaries between inconsistent property uses. MM was his neighbor now and they were being cooperative and doing their best; they had put up screening, fence and berms. He understood that zoning for a property was established based on what was most restrictive or what was applicable for the intended use.

Council noted a meeting was scheduled on March 24 with MM; after that meeting, there would still be time to bring forth a zoning recommendation. Council requested a report of the March 24 meeting with MM be on the next agenda.

6B. Direction to staff regarding an ordinance to require a delay for the demolition of historically significant structures.
Mr. Parton noted at the January 26 meeting council instructed staff to work with Ms. Gaudier and the Kerr County Historical Commission (KCHC) to establish a demolition delay process for qualified properties, not to prohibit demolition, but to establish a delay period in order to allow time to raise awareness of the potential demolition, find another location to relocate, get community support, possible fundraising, etc. He proposed a two-step process be established: 1) review process and 2) permitting process. The National Register of Historic Places had guidelines and recommendations available. He proposed that council authorize staff to work with KCHC to: 1) Identify locations and structures that may be of historic or cultural value or of architectural significance; 2) Establish guidelines, criteria, and the process; and 3) Evaluate and review properties. If a structure was proposed to be demolished and it was determined to meet the criteria, then it would go through the process; if not, it would be demolished or removed.

Mr. Parton noted that a provision would have to be in place whereby some buildings that were unsafe or had imminent health and safety issues, as determined by the city building official, could be demolished immediately.

Council discussed having incentives and not just regulations, for example, hotel occupancy tax revenue. Mr. Parton noted the availability of federal and state tax benefits and local tax abatement.

Mr. Stork moved to authorize staff to coordinate with the Kerr County Historical Commission for 45-50 days to study and identify existing structures and/or districts in which demolition delay standards should be considered and provide a report to the city council in 60 days. Mr. Allen seconded the motion.

The following person spoke:
1. Bill Morgan asked how much longer the city was going to have a green monster on Francisco Lemos Street

The motion passed 5-0.

Council asked if the Saralita project presented to council on February 9 was proceeding. Mr. Parton noted the project depended on receiving housing tax credits and it would not move forward until then.

6C. Authorization to make application to the City of Kerrville, Texas Economic Improvement Corporation (EIC) for a maximum of $250,000 for additional lighting improvements to Louise Hays Park, Lehmann-Monroe Park, the Sidney Baker bridge, and the downtown pavilion.
Mayor Pratt proposed decorative lighting of the bridge and pavilion area of Louise Hays Park and showed several examples of other places. He opined that such a project would increase tourism and hotel occupancy tax and sales tax revenue.

Mayor Pratt moved that city council authorize staff to make application to EIC for funding; Mr. Stork seconded the motion.

Council also discussed the following:
- What was the estimate based on and did it include design and installation?

Mayor Pratt noted he had spoken with several vendors to get an idea of the cost. Mr. Parton noted the next step in the process would be to create a project design and scope and present the project to EIC.
- The city had other infrastructure and capital projects that were needed.
- This project was not on the city's capital improvement plan.
- What funds did EIC have available for economic incentives for businesses.

Mr. Parton noted the proposed EIC budget approved by EIC and city council included funding for such a project in concept; funds were also set aside for local business expansion projects as well as major economic incentives.

The following persons spoke:
1. Bruce Stracke asked that the city consider doing the project under the standards of the dark sky initiative.

2. Brian Chmylak said there was a lot of illegal activity going on at Lytle Street Park and in the parking lot; he requested additional lighting in that area.

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

7. INFORMATION AND DISCUSSION:
7A. Budget and economic update.
Ms. Yarborough gave the financial report year to date for the period ending February 29, 2016: general fund revenues totaled $14,442,138 and expenditures $9,523,708; water and sewer fund revenues totaled $4,658,316 and expenditures $4,017,523; hotel/motel fund revenues totaled $388,583 and expenditures $453,100; 39 permits for new residential construction and 0 for new commercial construction. She provided budget information for seven major capital projects: Jefferson lift station, Broadway lift station, wastewater treatment plant

clarifier/motor control center improvements, river trail, Louise Hays and Lehmann/Monroe Park, athletic complex, and reuse pond/distribution.

8. BOARD APPOINTMENTS:

8A. Appointments to the Parks and Recreation Advisory Board. Mr. Allen moved to reappoint Jacklyn Kayne and Jay Munson and to appoint Greg Shrader, all with terms to expire March 31, 2018; Ms. White seconded the motion and it passed 5-0.

9. ITEMS FOR FUTURE AGENDAS

- Establish an ad hoc committee to work with city staff on establishing regulations for drones.

10. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- Sunday, March 27 Easter services at the I-10 cross from 7-9:00 a.m.
- Playhouse 2000 dedication and naming of new facility as The Kit Werlein Annex" on April 3, 2-6:00 p.m.
- City Hall will be closed Friday, March 25 in observance of Easter.
- Chamber of Commerce Easter Fest, March 26 at Float Rock Park.

10. EXECUTIVE SESSION: None.

11. ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION: None

ADJOURNMENT. The meeting adjourned at 8:37 p.m.

APPROVED: ________________ ________________________

ATTEST: Jack Pratt, Jr., Mayor

____

Brenda G. Craig, City Secretary

Agenda Item:

3B. Acceptance of a grant from the Anonymous Fund III, a donor advised fund of The Community Foundation of the Hill Country, to the City of Kerrville in the amount of approximately $699,000 for the purpose of maintaining the Kathleen C. Cailloux Center for the Performing Arts. (staff)

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

SUBJECT: Acceptance of a grant from the Anonymous Fund III, a donor advised fund of The Community Foundation of the Hill Country, to the City of Kerrville in the amount of approximately $699,000 for the purpose of maintaining the Kathleen C. Cailloux Center for the Performing Arts and authorize the mayor to execute all necessary documents to accept the grant

FOR AGENDA OF: Apr. 26, 2016 **DATE SUBMITTED:** Apr. 20, 2016

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES:

EXHIBITS: Letter from The Community Foundation of the Texas Hill Country

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

In 2000 the City of Kerrville entered into a three-party agreement with the Cailloux Foundation and Playhouse 2000 for the renovation, management, and operation of the Kathleen C. Cailloux Center for the Performing Arts. Upon completion of the renovations the Cailloux Foundation donated $1 million to the Anonymous Fund III to cover building maintenance expenses. This is a donor advised fund of The Community Foundation of the Texas Hill Country (Community Foundation).

Pursuant to the attached letter from the Community Foundation the balance of the original contribution is estimated at approximately $699,000 and Mr. Kenneth Cailloux, representing the Cailloux family who is the original donor, has recommended that this balance be distributed to the City of Kerrville as an endowment to be used solely for the maintenance of the Kathleen C. Cailloux Center for the Performing Arts. Restrictions of the gift are as follows:

- No More than 5% of the corpus could be used annually,
- Expenditures would exclude The Kit Werlein Annex, and
- Kerrville would provide a last of expenditures to the Callioux family annually.

Should the gift be accepted, all of the funds will be distributed to the City of Kerrville by May 31, 2016. These are restricted funds that the city will track and account for separately. The city's accounting and auditing system is structured to handle these types of restricted funds.

RECOMMENDED ACTION

City staff recommends that the City Council accept this gift as presented.

TCF

Mayor Jack Pratt
City of Kerrville
701 Main Street
Kerrville, TX 78028

Dear Mayor Pratt,

Anonymous Fund III, one of our donor advised funds, is recommending a grant to the City of Kerrville for the purpose of maintaining the Kathleen C. Cailloux City Center for the Performing Arts subject to the City of Kerrville agreeing to the following restrictions:

- No more than five percent (5.0%) of the corpus may be used annually
- Expenditures should exclude the Kit Werlein Annex
- The City of Kerrville will provide a list of expenditures to the Cailloux family annually

The grant amount is estimated to be approximately six hundred ninety-nine thousand dollars ($699,000.00).

If accepted by the City, The Community Foundation of the Texas Hill Country will pay the grant as follows:

- Eighty percent (80%) of the fund balance as of March 31st will be paid by May 20, 2016
- The remainder of the fund balance will be paid by May 31, 2016

Please indicate the acceptance of the gift and the restrictions accompanying the gift by the City of Kerrville by signing where indicated below and returning the original of this agreement to us.

Sincerely,

Paul D. Urban
Executive Director

Agreed to and accepted by the City of Kerrville at its City Council meeting on _________ day of April, 2016.

_________________________ _________________________

Jack Pratt, Mayor Date

Agenda Item:

3C. Request from the Cailloux Foundation to waive public safety service costs in the amount of $3,200 for the Kerrville Chalk Festival to be held October 15-16. (staff)

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

SUBJECT: Request from The Cailloux Foundation to waive public safety service costs in the amount of $3,200 for the Kerrville Chalk Festival to be held October 15-16, 2016

FOR AGENDA OF: April 26, 2016 **DATE SUBMITTED:** April 15, 2016

SUBMITTED BY: Ashlea Boyle
Assistant Director of Parks and Recreation

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: Letter of Request Dated April 13, 2016

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

Attached is a letter from The Cailloux Foundation requesting in-kind police services for the *Kerrville Chalk Festival* event to be held October 15-16, 2016 in Peterson Plaza. The request also includes overnight security for the equipment and artwork as this is a two day event. The total value of this request is $3,200 (80 hours X $40 / hr).

RECOMMENDED ACTION

City staff is requesting consideration of the request as presented.

KerrvilleChalk.org Kerrville CHALK Festival info@KerrvilleChalk.org

April 13, 2016

Mrs. Ashlea Boyle
City of Kerrville-Assistant Director of Parks and Recreation
701 Main Street
Kerrville, Texas 78028

Dear Ashlea,

The Kerrville Chalk Festival is a celebration of art, family and community in downtown Kerrville. The sidewalks of Peterson Plaza transform into a festive canvas for local and guest artists from around the state. Festival attendees watch as large-scale chalk murals are created before their eyes. Add live music, an interactive children's zone, as well as food vendors, downtown shops and eateries, and you have the setting for an amazing experience. Festival proceeds benefit the Kerr Arts & Cultural Center.

The Cailloux Foundation respectfully requests that security will be provided by the Kerrville Police Department for the following:

- A minimum of three officers onsite daily on October 15 and 16; between the hours of 9am – 5pm.
- One officer onsite on the evenings of October 14 and 15; between the hours of 5pm - 9am.

Anticipated attendance is 6,000 people over the course of the two day event. The Cailloux Foundation can provide compensation for any fees required for security. Security is needed for the safety of all persons, equipment, tents, merchandise and artwork that will be onsite the entire weekend.

Your support will provide our community with a dynamic art event to boost tourism, increase local economic development and free entertainment as well as direct support to the Kerr Arts & Cultural Center.

Visit kerrvillechalk.org, email info@kerrvillechalk.org, or please call Mr. Ben Modisett at (830) 895-5222 with any additional questions you may have.

Thank you again for your thoughtful consideration of this request.

Sincerely,

Sandra Cailloux

Sandra Cailloux
Executive Director
The Cailloux Foundation

Agenda Item:

3D. License agreement with Revolution Broadcasting, LLC for the REVFEST music event in Louise Hays Park on October 15, 2016. (staff)

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

SUBJECT: License agreement with Revolution Broadcasting, LLC for the REVFEST event to be held in Louise Hays Park on October 15, 2016

FOR AGENDA OF: April 26, 2016 **DATE SUBMITTED:** April 15, 2016

SUBMITTED BY: Ashlea Boyle
Assistant Director of Parks and Recreation

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: License Agreement

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

Revolution Broadcasting, LLC (local FM station 94.3 REV FM) has again requested the use of Louise Hays Park (LHP) for a one day music and entertainment event, *REVFEST* to be held Saturday, October 15, 2016. *REVFEST* was held for the first time in LHP in 2015. This event, similar to last year, will include a fenced concert area that will feature Rock, Blues, Country, Tejano, and more. Performances to include Mark Farner formerly of *Grand Funk Railroad, The Outlaws*, *The Texas Tornadoes*, and other artists throughout the day and evening. Food and drink vendors are planned as well. The event is scheduled to start at approximately 11 a.m. and end at 10:30 p.m. The ending time allows for patrons to exit the park prior to the park closure at 11 p.m.

Vendors will be placed in the park, both inside and outside of the gated concert area. A fee will be charged for the concert / stage area ($15 advanced sale tickets; $20 at the gate; 12 yrs. and younger – FREE).

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

RECOMMENDED ACTION

Staff recommends the approval of the license agreement with Revolution Broadcasting, LLC for the *REVFEST* event to be held in Louise Hays Park on October 15, 2016.

LICENSE AGREEMENT FOR SPECIAL EVENT (REVFEST)

THIS LICENSE AGREEMENT ("Agreement") is entered into and effective as of the _____ day of ____________, 2016, by and between City of Kerrville, Texas ("City"), a Texas home-rule municipal corporation, acting through its City Manager; and Revolution Broadcasting, LLC ("Revolution"), a Texas limited liability company, acting by and through its duly authorized officer. Collectively the City and Revolution may be referred to as the "Parties" and individually as the "Party".

BACKGROUND

WHEREAS, Revolution will produce and oversee the REVFEST music event scheduled for October 15, 2016 ("Event"), for the citizens of Kerrville and others; and

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

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

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

I. LICENSE FOR USE OF CITY PROPERTY

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

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

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

II. TERM AND TERMINATION

2.1 The term of this Agreement is from the date the Agreement is executed by both parties, as indicated below, through October 16, 2016. Each Party has the right to terminate this

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

III. IMPROVEMENTS

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

IV. RULES, REGULATIONS, AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.37 City shall provide police, fire, and EMS personnel at the event, and shall place at least one (1) ambulance within the Licensed Premises. Prior to the event, City shall provide Revolution with a cost estimate of such services. Following the event, City shall submit an invoice with the final cost of services to Revolution which Revolution shall promptly pay.

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

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

V. EVENT PLAN

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

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

VI. DEFAULT AND REMEDIES

6.1 Where a default occurs during the Event that is of a nature that threatens public safety or property damage or is a material breach in the operation of the Event by Revolution, Revolution shall cure such default or breach within one hour of the City's verbal notice to Revolution through Revolution's event coordinator. If a breach cannot be cured within one (1) hour, Revolution shall attempt the cure within one (1) hour and thereafter diligently pursue a remedy.

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

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

VII. INDEMNIFICATION

7.1 **REVOLUTION COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND VOLUNTEERS, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL DEFENSE COSTS, CLAIMS, LIENS, DAMAGES, JUDGMENTS, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS OF ANY KIND IN LAW OR IN EQUITY AND NATURE ARISING OUT OF OR IN CONNECTION WITH REVOLUTION'S USE AND/OR OCCUPANCY OF THE LICENSED PREMISES TO THE EXTENT IT ARISES OUT OF ANY ACT OR OMISSION OF REVOLUTION OR ANY OF REVOLUTION'S EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, REPRESENTATIVES, VENDORS, CONCESSIONAIRES, VOLUNTEERS, PATRONS, GUESTS, OR INVITEES AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES, INCLUDING ANY DAMAGE TO OR**

LOSS OF ANY PROPERTY BELONGING TO: (A) REVOLUTION OR REVOLUTION'S EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, REPRESENTATIVES, VENDORS, CONCESSIONAIRES, VOLUNTEERS, PATRONS, GUESTS, OR INVITEES AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES; OR (B) CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND VOLUNTEERS. THIS INDEMNITY SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM A NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND VOLUNTEERS IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, EXCEPT TO THE EXTENT PROVIDED BELOW. IN THE EVENT REVOLUTION AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH TEXAS STATE LAW, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, ITS ELECTED OFFICIALS, OFFICERS, AND EMPLOYEES UNDER TEXAS LAW AND WITHOUT WAIVING ANY OTHER LAWFUL DEFENSES AVAILABLE TO OTHERS.

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

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

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

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

VIII. INSURANCE REQUIREMENTS

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

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

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

TYPE	AMOUNT
1. Commercial General (Public) Liability	
a) Premises/Operations	Statutory
b) Independent Contractors umbrella or excess liability	$1,000,000/$1,000,000/$1,000,000
c) road Form Contractual Liability coverage	For Bodily Injury and Property Damage of $1,000,000 per occurrence, $2,000,000 general aggregate or its equivalent
d) Products/completed operations	
e) Broad form property damage, to include fire legal liability	
f) Personal Injury	

g) Host Liquor Liability h) Liquor Legal Liability	
2. Comprehensive Automobile Liability a) Owned/Leased Vehicles b) Non-owned Vehicles c) Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence or its equivalent
3. Property Insurance: For physical damage to the property of Revolution, including improvements and betterment to the Licensed Premises	Coverage for a minimum of eighty percent (80%) of the replacement cost of the Revolution's property

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

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

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

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

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

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

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

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

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

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

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

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

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

IX. SEPARABILITY

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

X. NOTICES

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

City Manager
City of Kerrville
701 Main Street
Kerrville, Texas 78028
FAX (830) 792-3850

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

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

Revolution Broadcasting 2125 Sidney Baker Kerrville, Texas 78028 Fax: 830-895-8770	With a copy to: Patrick O'Fiel Attorney for Revolution Broadcasting, LLC Schreiner Building, 200 Earl Street, Ste. 206 Kerrville, Texas 78028

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

XI. PARTIES BOUND

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

XII. TEXAS LAW TO APPLY

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

XIII. RELATIONSHIPS OF PARTIES

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

XIV. GENDER

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

XV. CAPTIONS

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

XVI. ENTIRE AGREEMENT AND AMENDMENT

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

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

XVII. AUTHORITY

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

SIGNED ON THIS _____ DAY OF _____________, 2016.

City of Kerrville, Texas:

By: ____________________________
Todd Parton, City Manager

Revolution Broadcasting, LLC:

By: ____________________________

____
Name, Title

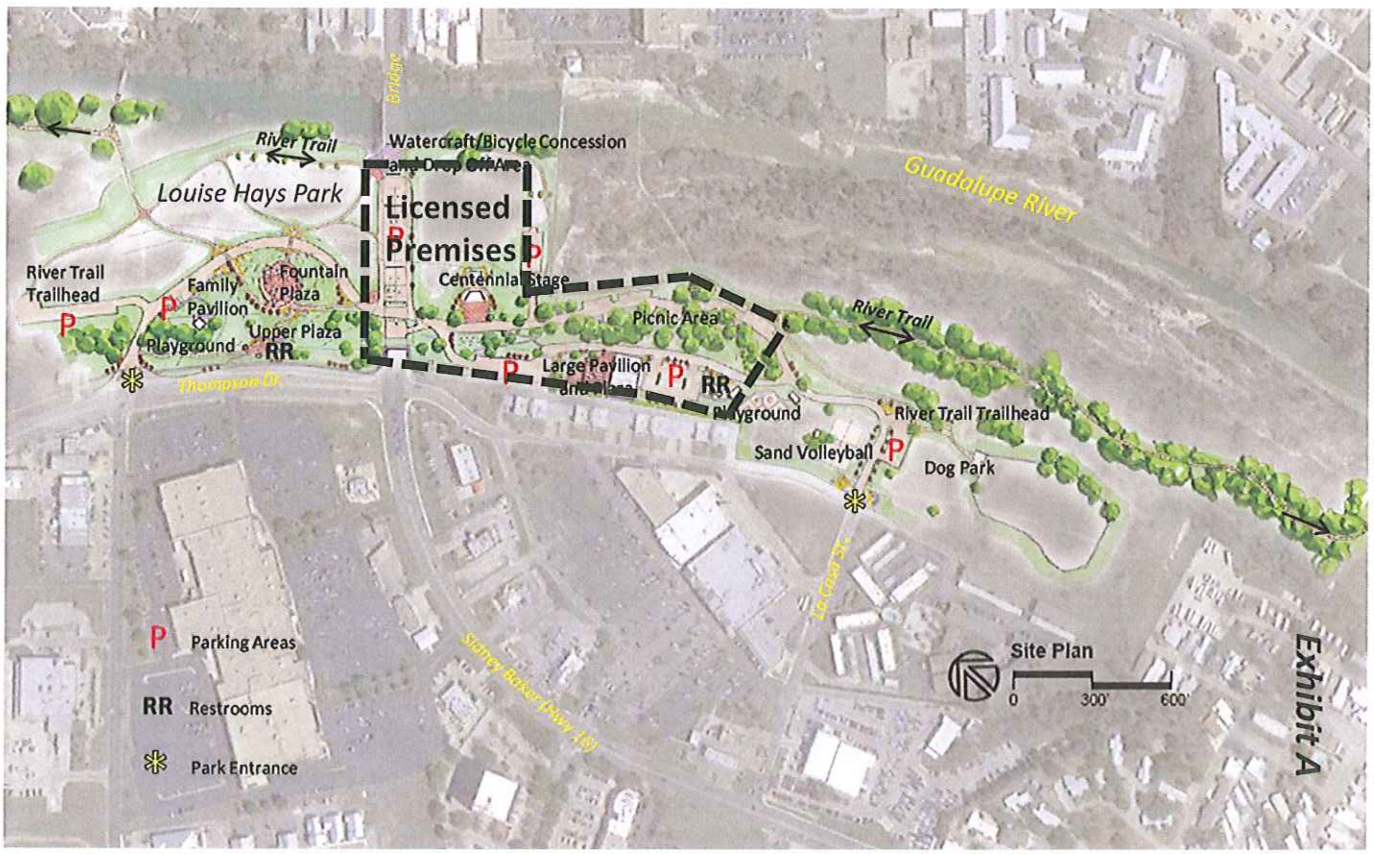
ATTEST:

____
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

____
Michael C. Hayes, City Attorney

T:\Legal\PARKS & RECREATION\Contract\REVFEST\License Agreement for Special Event_REVFEST_040516.docx


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

Agenda Item:

3E. Request from Revolution Broadcasting, LLC to waive public safety service costs in the amount of $4,768.12 for REVFEST. (staff)

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

SUBJECT: Request from Revolution Broadcasting, LLC to waive public safety service costs in the amount of $4,768.12 for REVFEST to be held October 15, 2016

FOR AGENDA OF: April 15, 2016 **DATE SUBMITTED:** April 26, 2016

SUBMITTED BY: Ashlea Boyle
Assistant Director of Parks and Recreation

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: Letter of Request Dated April 4, 2016

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

Attached is a letter from Revolution Broadcasting requesting in-kind police and fire services for the REVFEST event to be held October 15, 2016 in Louise Hays Park. This is the second year for the event to take place. The event will be similar to last year's event consisting of a concert and vendors.

The total value of this request is **$4,768.12**. The breakdown is as follows:

- Police Department: $2,260
- Fire Department: $2,508.12

RECOMMENDED ACTION

City staff is requesting consideration of the request as presented.

April 4, 2016
To: The City of Kerrville
From: Marlin Lee, REVFEST 2 Promoter
Re: Police & EMS Expense Waiver

Hello,

I am writing to request City of Kerrville Police Security & EMS presence from 11am-10:30pm at REVFEST 2, to be held at Louise Hays Park on Saturday, October 15, 2016. I am the Promoter for this event in partnership with Revolution Broadcasting in Kerrville. We are asking that the expense for this presence be waived by the City & that this request be put on the Kerrville City Council agenda as quickly as possible.

Last October 2015, we held the first REVFEST at the park & had police & EMS on-hand at no cost to us, thanks to the generosity of the City. The event was a success, well organized, we had an extremely well-mannered crowd & we had no major incidents of any kind. It is a family-oriented event that we expect to grow each year & we have a terrific lineup for year two.

As REVFEST grows, we believe it will bring increased tourist activity to Kerrville & in doing so, additional revenue to area businesses. Waiving the cost of police & EMS again this year would be much appreciated & help facilitate that growth. The improvements at Louise Hays Park were, in part, completed to facilitate community activities for those of all ages & REVFEST totally fits that criteria. An event of this type is very expensive to put on & promote, so waiving the cost for police & EMS would help us immensely. We would appreciate the City helping us in making REVFEST an annual event that can make all of Kerrville proud.

Thank you for your timely attention & consideration. Please contact me if you have any further questions or for more information.

Best Regards,
Marlin Lee
REV FM/REV FM
512-739-7082
marlin@revfm.rocks

Agenda Item:

3F. Professional services agreement with John Hewitt Engineering Inc. to perform design and construction phase services for the development of aquifer storage and recovery water supply Well #3 and site improvements in an amount not to exceed $112,300.00. (staff)

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 Hewitt Engineering Inc. to perform design and construction phase services for the Development of Aquifer Storage and Recovery Water Supply Well #3 and site improvements in an amount not to exceed $112,300.00.

FOR AGENDA OF: April 26, 2016 **DATE SUBMITTED**: April 20, 2016

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

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: Professional Services Agreement with Hewitt Engineering

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$ 112,300.00	**$803,498.98**	**$112,300.00**	**W01**

PAYMENT TO BE MADE TO: Hewitt Engineering Inc.
Attn: John Hewitt
716 Barnett Street
Kerrville, Texas 78028

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

During times of low water demand the City of Kerrville has excess capacity in the water system. The extra water could be reserved in an Aquifer Storage and Recovery (ASR) well to allow the City to store additional water during times of low demand, but first a new well would have to be drilled. The new well could also be used in conjunction with the future direct potable reuse project to inject reuse water into the ASR well for storage and distribution.

The proposed scope of work from Hewitt Engineering Inc. (HEI) includes the design of a pilot hole, completion of the ASR well and site improvements for a concrete slab, pump pedestal, and fencing in addition to the design of an all-weather access road, pipeline to connect the well to the distribution system, and a two room structure to house electrical and disinfection equipment. The scope of services by HEI allows for two test holes to be dug on the City's property located off of Spur 100. The first test hole would be dug to determine the thickness of the aquifer and estimate a GPM flow rate for the proposed well location based on geologic and hydrologic information attained. If the first test hole does not meet City criteria then a second test hole would be drilled at a different site. The City will have the option to utilize either of the two test holes to convert into an active ASR well. HEI will coordinate with City staff, TCEQ, and Headwaters Groundwater Conservation District for permitting and reporting in addition to design and construction phase services to oversee the drilling, testing, and alignment survey of the ASR well.

RECOMMENDED ACTION

Council authorization for the City Manager to enter into a Professional Services Agreement with Hewitt Engineering Inc. to perform design and construction phase services for the Development of Aquifer Storage and Recovery Water Supply Well #3 and site improvements in an amount not to exceed $112,300.00.

PROFESSIONAL SERVICES AGREEMENT

[FIRM: Hewitt Engineering, Inc. | PROJECT-SERVICES: ASR 3 Water Supply Well and Site Improvements Design

THIS AGREEMENT is entered into the _____ day of ______________, 2016 ("Effective Date"), by and between the **CITY OF KERRVILLE, TEXAS** ("CITY") and **HEWITT ENGINEERING, INC.**, ("CONSULTANT"), and at times, collectively referred to herein as "parties".

WHEREAS, CITY hires CONSULTANT to perform certain work and services set forth in Proposal marked **Exhibit 1**, and Man Hour Fee Summary marked **Exhibit 2**, 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 1 and Exhibit 2** and all other professional services reasonably inferable from **Exhibit 1** and **Exhibit 2** 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** 1 and **Exhibit 2**, 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 are attached as **Exhibit 1**, and **Exhibit 2**.

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 1** and **Exhibit 2**.

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 1** and **Exhibit 2**. The amount will not exceed **$112,300.00**.

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. MISCELLANEIOUS 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 1 – Scope of Services
Exhibit 2 – Man Hour Fee Summary

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:

HEWITT ENGINEERING, INC.
BY: John M. Hewitt
TITLE: P.E., CFM
ADDRESS: 716 Barnett Street
Kerrville, Texas 78028

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

OWNER	**CONSULTANT**
THE CITY OF KERRVILLE	HEWITT ENGINEERING, INC.
BY: ____________________	BY: ____________________
NAME/TITLE: Todd Parton, CITY MANAGER	NAME/TITLE John M. Hewitt, P.E., CFM

ATTEST:

____
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

____
Michael C. Hayes, City Attorney

T:\Legal\ENGINEERING\CONTRACTS\PSA Contracts\PSA_Hewitt Eng_ASR3 Water SupplyWell_Site Improvement Design_042116_FINAL.docx

Hewitt Engineering Inc.
Consulting Engineering Services

April 20, 2016

Mr. Stuart Barron
Director of Public Works
City of Kerrville
701 Main Street
Kerrville, TX 78028

Re: City of Kerrville ASR 3 Water Supply Well and Site Improvements Design Engineering Fee Proposal

Dear Stuart,

Per your request, enclosed is a proposal to provide engineering services to prepare the bid documents for the proposed City of Kerrville Aquifer Storage and Recovery (ASR) Water Supply Well No. 3 and site improvements. The scope of services includes the following tasks:

1. Site visit and data collection
2. Coordinate with City Staff, TCEQ, and Headwaters Groundwater Conservation District in accordance with laws
3. Coordinate with pump contractors and well contractors as provided by City following bid awards
4. Design of the ASR test hole, completed well and wellhead
5. Design of the above ground discharge and injection piping and manifold details
6. Coordination with Freese & Nichols regarding the Direct Potable Reuse (DPR) connection
7. Prepare Plan Sheets and Details
8. Prepare Technical Specifications and Bid Documents in accordance with laws
9. Submit 60%, 90% and 100% Plans and Specifications to the City
10. Prepare Project Scheduling, Bid Quantities, and Cost Estimates
11. Attend Prebid conference, evaluate bids and prepare contractor recommendation
12. Construction Phase Services including preconstruction meeting, submittal reviews, construction observation during drilling and construction of site improvements and preparation of the applicable record drawings

The tasks described above will be completed by the Hewitt Engineering Inc. (HEI) project team which will consist of Hewitt Engineering Inc., MEP Engineering, Inc. for mechanical and electrical services, and Wet Rock Groundwater Services, LLC for hydrogeological services. Surveying tasks will be performed by MDS Land Surveying Company, Inc.

The final result of this project will be one set of signed and sealed original drawings, three full size and five half size sets of black line copies of the drawings and technical specifications for the purpose of providing bid documents to potential contractors.

and $34,700 for Construction Phase Services. Exhibit "1" and Exhibit "2" provide a detailed scope of services and fee estimate associated with each of the individual design and coordination tasks and each subconsultant. The subconsultant proposals for Additional Services for Wet Rock Groundwater Services, MEP Engineering, Inc., and MDS Land Surveying Company, Inc. are attached.

Please feel free to contact me at 830-315-8800 or by email at jmhewitt@hewitt-inc.com if you have any questions or require additional information.

Sincerely,

HEWITT ENGINEERING INC.
Texas Registered Engineering Firm F-10739

John M. Hewitt. P.E., CFM

Attachment

Exhibit 1 – ASR-3 Water Supply Well and Site Improvements Design Scope of Services

Purpose and Project Description

The scope of services for the proposed Aquifer Storage and Recovery (ASR) Well No. 3 includes the design of a pilot hole, completion of the ASR well and site improvements for a concrete slab, pump pedestal, fencing, gates and drainage improvements; design of approximately 200 feet of all weather access road, approximately 500 linear feet of pipeline to connect the ASR No. 3 to the existing distribution system; design of the chlorination system, electrical system; design of the wellhead piping and valve systems; design of the well pump and motor; design of a two room structure to house the electrical and disinfection equiptment; and develop the process and instrumentation diagram and equiptment list for the SCADA system required for the ASR No. 3.

The design plans and specifications will specify that an initial pilot hole hole will be drilled at the proposed location to the depth determined during preliminary design. The purpose of the pilot hole is to obtain geologic and hydrologic information concerning the water-bearing formations at the site, and for construction of the ASR water well at the site. After completion of the pilot hole, the Contractor will present a written report to the Engineer and the City giving his recommendations for satisfactory completion of a water well meeting the specifications and the required water production guarantees. The City will then review the Contractor's report and either the City or the Contractor will have the right to abandon the hole because of its opinion that the water-bearing formations have been found inadequate to make a well producing water of satisfactory quality and meeting the guarantees in the specifications.

If the pilot hole is abandoned by decision of either the City or Contractor after it is completed, the site will be cleaned up as provided in the specifications and the City will pay the Contractor for the abandoned pilot hole in accordance with the Bid Proposal. This amount then shall be the total payment made by the City to the Contractor for the work at this site. If the City elects, the contract can then be canceled with respect to this particular well, and no further payment will be made to the Contractor. Alternatively, the City will have the right to require the Contractor to drill and construct another well at another site in the same general area, with no further additional payment or remobilization cost, at the same prices given in the Bid Proposal for the work at the original site.

The purpose of this document is to communicate the scope of professional engineering services required for design of the completion of the water supply well and surface facilities of the proposed ASR No. 3 for the City of Kerrville (the City). The project will be divided into Well Design, Site Improvements Design, Bidding Services, and Services During Construction. The design elements for the project include:

1. Prepare pilot hole details and specifications
2. Prepare well design plans, sections, details and technical specifications.
3. Prepare TCEQ and Headwaters Groundwater Conservation District (HGWCD) permits.

4. Design of site improvements for an area 100 ft square centered on ASR 3 including well slab, pump pedestal, fencing, gates and drainage improvements.
5. Design of approximately 200 feet of all-weather access road.
6. Design of approximately 500 feet of pipeline connecting ASR 3 to the existing distribution system.
7. Design of the chlorination system for ASR 3.
8. Design of the electrical system for ASR 3.
9. Design of the wellhead piping and valve systems.
10. Design of the Direct Potable Reuse (DPR) connection and coordination with Freese & Nichols.
11. Design of the well pump and motor.
12. Design of a single, 2-room building, approximately 8 feet x 14 feet x 18 feet in dimension to hold the electrical equipment and disinfection equiptment.
13. A process and instrumentation diagram and equipment list for the SCADA system required for ASR 3.

Project Team

The tasks described in this Scope of Services will be completed by the Hewitt Engineering Inc. (HEI) project team which will consist of Hewitt Engineering Inc., MEP Engineering, Inc., and Wet Rock Groundwater Services, LLC. Surveying tasks are planned to be performed by MDS Land Surveying Company, Inc.

Project Tasks

Task 1. ASR Well Design

Preliminary Design

The project team will perform the following subtasks during the preliminary design phase:

1. Prepare a draft preliminary design memo describing basic design elements of the project. The memo will be delivered to the City, attention Kyle Burow via email in PDF format.
2. Receive one set of redine comments from the City, prepare a response to all and deliver to the City for review.
3. Attend a scheduled conference call to discuss and resolve all addressed comments.
4. Prepare a final preliminary design memo and deliver the memo to the City via email in PDF format.

Final Design

The project team will perform the following subtasks during the final design phase:

1. Prepare a draft (90%) specifications and drawings. The specifications and drawings will be delivered to the City via email in PDF format. Two hard copies will also be delivered to the City
2. Receive one set of redine comments from the City, prepare a response to all and deliver to the City for review.
3. Attend a scheduled conference call to discuss and resolve all addressed comments.
4. Prepare a final (100%) specifications and drawings. The specifications and drawings will be delivered to the City via email in PDF format. Six hard copies will also be delivered to the City.
5. Final specifications and drawing will also be delivered to TCEQ for public water supply plan review and UIC permitting purposes.

Task 2. Site Improvements Design

Preliminary Design

The project team will perform the following subtasks during the preliminary design phase:

1. Prepare a draft preliminary design memo describing basic design elements of the project. The memo will be delivered to the City, attention Kyle Burow via email in PDF format.
2. Receive one set of redine comments from the City, prepare a response to all and deliver to the City for review.
3. Attend a scheduled conference call to discuss and resolve all addressed comments.
4. Prepare a final preliminary design memo and deliver the memo to the City via email in PDF format.
5. After finalizing the preliminary design, the HEI team (Rock Engineering and Testing, Inc.) will perform geotechnical analysis to support foundation design.
6. After finalizing the preliminary design, the HEI team (MDS Land Surveying, Inc.) will perform land surveying to support site layout and design.

Final Design

The project team will perform the following subtasks during the final design phase:

1. Prepare a draft (90%) specifications and drawings. The specifications and drawings will be delivered to the City via email in PDF format. Two hard copies will also be delivered to the City
2. Receive one set of redine comments from the City, prepare a response to all and deliver to the City for review.
3. Attend a scheduled conference call to discuss and resolve all addressed comments.

4. Prepare a final (100%) specifications and drawings. The specifications and drawings will be delivered to the City via email in PDF format. Six hard copies will also be delivered to the City.
5. Final specifications and drawing will also be delivered to TCEQ for public water supply plan review and UIC permitting purposes.

Task 3. Bidding Services

The project team will perform the following subtasks during the bidding services phase:

1. Attend pre-bid meeting and prepare pre-bid meeting minutes
2. Respond to up to 2 request for information
3. Prepare up to 2 addenda to the contract
4. Review bids and qualifications of successful bidder and prepare recommendation letter.

Task 4. Services During Construction

As part of the Services During Construction Task, the HEI team will complete the following subtasks:

1. Attend pre-construction meeting and prepare pre-construction meeting minutes.
2. Provide construction oversight and administration
3. Provide on-site constuction observation and inspection services.
4. Provide reviews of technical submittals.
5. Provide analysis of technical data collected during acceptance testing.
6. Submit construction data to TCEQ Public Water Supply division and HWGCD for interim approval.
7. Submit construction data to TCEQ UIC division.
8. Provide closeout documents and record drawings at the end of construction.

Assumptions

1. The City will provide the expected distribution system pressure at the tie-in point based on the design rate of ASR 3.
2. Programming of control systems will be done by DFS under contract to the General Construction Contractor. HEI will coordinate with DFS when developing the P&ID and equipment list to be provided in the plans and specifications.
3. The HEI team will provide support for TCEQ permitting which includes public water supply plan review and UIC Class V injection well permitting. Any additional non-standard permitting tasks will be performed by others. All required fees will be paid by the City.
4. The City will be responsible for advertisement of the project for bid and maintaining the bidder's list.

BASIC SERVICES FEE SCHEDULE:

---

1. **ASR No. 3 Well Design** **$22,880.00**
   Hewitt Engineering Inc..$18,480.00
   Wet Rock Groundwater Services..............................$ 4,400.00
2. **ASR No. 3 Well Site Improvements** **$53,100.00**
   Hewitt Engineering Inc..$39,505.00
   MDS Land Surveying, Inc.....................................$2,145.00
   Wet Rock Groundwater Services..............................$ 5,400.00
   MEP Engineering Inc..$6,050.00
3. **Bidding Services**.. **$1,620.00**
4. **Construction Phase Services** **$34,700.00**
   Hewitt Engineering Inc..$24,833.00
   Wet Rock Groundwater Services..............................$ 6,017.00
   MEP Engineering Inc..$3,850.00

TOTAL BASIC SERVICES FEE PROPOSAL.............................**$112,300.00**

EXHIBIT 2
MAN HOUR FEE SUMMARY
ASR 3 WATER SUPPLY WELL AND SITE IMPROVEMENTS

Task	Total Labor Cost	Engineer Hours	CADD Hours	Total Hours
DESIGN PHASE SERVICES				
Well Design				
Prepare TCEQ Permit & HGWCD Permit	$1,080	8		8
Review ASR Well Specs and DPR Requirements	$1,080	8		8
Prepare Well Design and Technical Specifications	$10,260	76		76
Coordination, Meetings w/City Staff, FNI and Hydrogeologist	$1,350	10		10
Prepare Well Section and Details	$4,340	12	32	44
Hydrogeological Subconsultant (includes 10%)	$4,400			
Expenses (Reproduction and Mileage)	$370			
Subtotal	**$22,880**	**114**	**32**	**146**
Well Site Improvements Design				
Coordination w/surveyor/elec/mechanical subs	$1,350	10		10
Cover Sheet, Sheet Index & Location Map	$780	2	6	8
Well Site Plan	$8,400	32	48	80
Discharge Piping, Pump and Mechanical Details	$7,320	24	48	72
Supply Pipeline Design to Distribution System	$6,980	24	44	68
DPR Piping Coordination and Design	$1,350	10		10
Chlorinator and Miscellaneous Details	$6,640	24	40	64
Front End Specifications	$2,700	20		20
Prepare Site Work/Piping/Pump/Chlorinator Technical Specificatio	$6,480	48		48
Prepare Quantities & Cost Estimates	$2,160	16		16
Surveying Subconsultant (includes 10%)	*$2,145*			
Electrical/Mechanical Subconsultant (includes 10%)	*$6,050*			
Expenses (Reproduction and Mileage)	$745			
Subtotal	**$53,100**	**210**	**186**	**396**
BIDDING PHASE SERVICES				
Attend Prebid/Answer Questions	$540	4		4
Prepare Addenda	$540	4		4
Review bids and prepare recommendation letter	$540	4		4
Subtotal	**$1,620**	**12**	**0**	**12**
CONSTRUCTION PHASE SERVICES				
Preconstruction Meeting/Monthly Meetings	$2,160	16		16
Review Pump Size & Setting/Screen Size/Well Driller Data	$3,240	24		24
Submittal Review/Answer RFI's	$3,240	24		24
Construction Observation-drilling and pump tests & prepare report	$8,640	64		64
Final Completion HGWCD, UIC & TCEQ	$3,240	24		24
Prepare Record Drawings and TCEQ Submitals	$3,660	12	24	36
Electrical/Mechanical Subconsultant (includes 10%)	*$3,850*			
Hydrogeological Subconsultant (includes 10%)	*$6,017*			
Expenses (Reproduction and Mileage)	$653			
Subtotal	**$34,700**	**164**	**24**	**188**
TOTAL	**$112,300**	**500**	**242**	**742**

Agenda Item:

4A. Resolution No. 10-2016, granting a Conditional Use Permit for an approximate 1.36 acre tract of land out of the Samuel Wallace Survey No. 112, Abstract 360, within the City of Kerrville, Kerr County, Texas, and otherwise known as 2814 Memorial Boulevard; said tract located within the E-31 Zoning District; by permitting said property to be used for Business Services II purposes (automotive towing services); and making said permit subject to certain conditions and restrictions. (staff)

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

SUBJECT: Public hearing and consideration of resolution concerning a requested conditional use permit for "Business Services II" for an approximate 1.36 acres tract. Legal Description 1.36 acres, more or less, out of the Samuel Wallace Survey, No. 112, Kerr County, Texas, being more particularly described by metes and bounds in Deed recorded in Volume 1503, Page 86, Official Public Records of Kerr County, Kerrville, Texas located at 2814 Memorial Boulevard; east of Memorial Boulevard, between Meeker Road North and Riverside Drive East. (File No. 2016-015)

FOR AGENDA OF: April 26, 2016 **DATE SUBMITTED**: April 8, 2016

SUBMITTED BY: Trenton Robertson, City Planner **CLEARANCES:** Kristine Day, Deputy City Manager

EXHIBITS:
AGENDA MAILED TO: Location Map, Site Plan

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

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

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

SUMMARY STATEMENT

This item concerns a Public hearing and consideration of resolution concerning a request for a conditional use permit to allow for "Business Services II" (Towing Service) uses for an approximate 1.36 acres tract.

RECOMMENDED ACTION

Staff recommends that the Council conduct the public hearing and consideration of the resolution and take action.

City of Kerrville Planning Department Report

To:	Planning & Zoning Commission
Agenda Item:	2A
Planning File #:	2016-015
Hearing Date:	April 21, 2016
Representative:	Sue Tieman
Location:	2814 Memorial Boulevard; east of Memorial Boulevard, between Meeker Road North and Riverside Drive East
Legal Description:	1.36 acres, more or less, out of the Samuel Wallace Survey, No. 112, Kerr County, Texas, being more particularly described by metes and bounds in Deed recorded in Volume 1503, Page 86, Official Public Records of Kerr County, Kerrville, Texas.
Total Acreage:	1.36

Proposal

A request for a conditional use permit to allow for "Business Services II" (Towing Service) uses for an approximate 1.36 acres tract.

Procedural Requirements

The application was published in The Hill Country Community Journal, an official newspaper of general circulation on April 6, 2016. Notices were sent to property owners within two hundred (200) feet of the subject property on April 8, 2016. Additionally, notice of this meeting was posted at city hall and on the city's internet website on April 15, 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: 20

Topography

The subject property is relatively flat with various trees surrounding the periphery of the property.

Adjacent Zoning and Land Uses

Direction: North, East, and West
Current Base Zoning: "E-31"
Current Land Uses: Auto Repair, Professional Office, New/Used Vehicle Sales, Building Construction-General and Specialist, Single-Family Residential

Direction: South
Current Base Zoning: "GR"
Current Land Uses: New/Used Vehicle Sales, Professional Office

Transportation
Thoroughfare: Memorial Boulevard (Highway 27)
Existing Character: Two lanes in each direction with partial sidewalks
Proposed Changes: None known

Thoroughfare: Riverside Drive East
Existing Character: One lane in each direction with no sidewalks
Proposed Changes: None known

Parking Information: Minimum vehicle spaces: One (1) space per 10,000 sq. feet of storage area; one (1) space for each 300 sq. feet of Professional Office.

Staff Analysis and Recommendation: Approval with conditions

1. Consistency:

The property's land use designation is Low Density Residential. The existing base zoning district is not being amended at this time.

2. Adverse Impacts on Neighboring Lands:

The requested conditional use permit will have little impact on the surrounding properties. The majority of the surrounding properties have similar uses. Staff's only concern is the abutting residential uses to the north. Through proper mitigation and the implementation of screening, the impact should be minimal.

3. Suitability as Presently Zoned:

The existing "E-31" zoning district and proposed conditional use is consistent with the surrounding area. The area has been established as a commercial mixed use corridor. The uses in the area range in intensity from professional office to auto repair/body shops. The proposed conditional use will not increase traffic or alter traffic patterns. The surrounding area will be impacted minimally due to the proposed use. The existing conditions of the site will be minimally changed or altered. Future growth or alterations on the site beyond the submitted site plan, will require the property owner to amend the Conditional Use Permit through a public hearing process before the Planning & Zoning Commission and City Council.

4. Health, Safety and Welfare:

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

5. Size of Tract:

The subject property is approximately 1.36 acres in size, which should be able to reasonably accommodate the proposed "Business Services II" (Towing Service) uses.

6. Other Factors:

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

As part of the Conditional Use Permit process, a site plan has been submitted and will be included with the ordinance. The site plan is in accordance with Article 11-1-13(f)(1)(xiv) "Procedures for Obtaining a Conditional Use Permit".

Staff recommends approval with the following conditions:

- All lighting shall be designed and installed to prevent glare or light from being emitted onto adjacent properties.

- Screening: "Type "B" screening (Chapter I, "The City of Kerrville Zoning Code" Article 11-1-18) to be maintained along the north western property line (between the existing residential and proposed Business Service II uses).

  -Type "B" Screening

  (1) a minimum height of eight (8) feet;

  (2) construction materials to consist of weather resistant wood, masonry or combination thereof;

  (3) open spaces in the fence constituting no more than twenty-five percent (25%) of the fence area;

  (4) maximum ground clearance of three inches (3.0"); and

  (5) shall test plumb and square at all times unless otherwise dictated by the City Building Code.

Staff does feel the vegetation in the rear of the subject property does act as a natural buffer between the residential properties to the north and the subject property. Staff does request the vegetation to be maintained to meet the Type B Screening requirements. If at any time the vegetation is taken out or removed the subject property owner shall be responsible to maintain type B screening along the north western property line of the subject property.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 10-2016

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT FOR AN APPROXIMATE 1.36 ACRE TRACT OF LAND OUT OF THE SAMUEL WALLACE SURVEY NO. 112, ABSTRACT 360, WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, AND OTHERWISE KNOWN AS 2814 MEMORIAL BOULEVARD; SAID TRACT LOCATED WITHIN THE E-31 ZONING DISTRICT; BY PERMITTING SAID PROPERTY TO BE USED FOR BUSINESS SERVICES II PURPOSES (AUTOMOTIVE TOWING SERVICES); AND MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS

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

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

SECTION ONE. A Conditional Use Permit is granted to permit the property described as follows to be used for Business Services II, limited to automotive towing services, as that term is defined in Article 11-I-3 of the Zoning Code of the City of Kerrville, Texas ("Zoning Code"), and subject to the provisions of this Resolution and other applicable City ordinances and resolutions:

> **An approximate 1.36 acre of land out of the Samuel Wallace Survey No. 112, Abstract 360, within the City of Kerrville, Kerr County, Texas, and more particularly described by metes and bounds in the Deed recorded in Volume 1503, Page 86, of the Real Property Records of Kerr County, Texas; and more commonly known as 2814 Memorial Boulevard;**

hereafter referred to as "the Property."

SECTION TWO. In addition to the use and development regulations currently applicable to the Property, if the Property is used for Business Services II, and limited to automotive towing services purposes, such use shall be subject to the following additional use and development conditions and regulations:

A. **Site Plan**: The development of the Property shall conform substantially to the site plan, which may be found in **Exhibit A**, as attached.

B. **Business Services II**: Under Business Services II, the only use authorized by this Conditional Use Permit is for the use of the Property for automotive towing services. All other uses specified under the definition of Business Services II, as that term is defined in Article 11-I-3 of the Zoning Code, are prohibited.

C. **Signs**: The design, installation, location, operation and maintenance of signs shall comply with the City's ordinances regulating signs at the time of installation.

D. **Exterior Lighting**: Any exterior lighting shall be located, shielded, and aimed in such a manner so as not to allow light to fall directly onto adjacent properties or streets.

E. **Parking**: The design and number of parking spaces shall be in accordance with the City's regulations in effect at the time building permits are submitted to the City. All required parking spaces shall be constructed of asphalt or concrete and shall be marked and kept available for customers and employees.

F. **Screening**: Type "B" screening, in accordance with Article 11-I-18 of the Zoning Code, is required along the northwesterly property line of the Property.

G. **Other Zoning regulations**: The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, as amended or superseded, the provisions of this Resolution shall prevail.

SECTION THREE. This Resolution and the Conditional Use Permit granted herein is subject to termination in accordance with Article 11-I-13 of the Zoning Code of the City of Kerrville, Texas.

PASSED AND APPROVED ON this the _____ day of _______________ A.D., 2011.

____
Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:

Michael C. Hayes

____
Michael C. Hayes, City Attorney

ATTEST:

____
Brenda G. Craig, City Secretary

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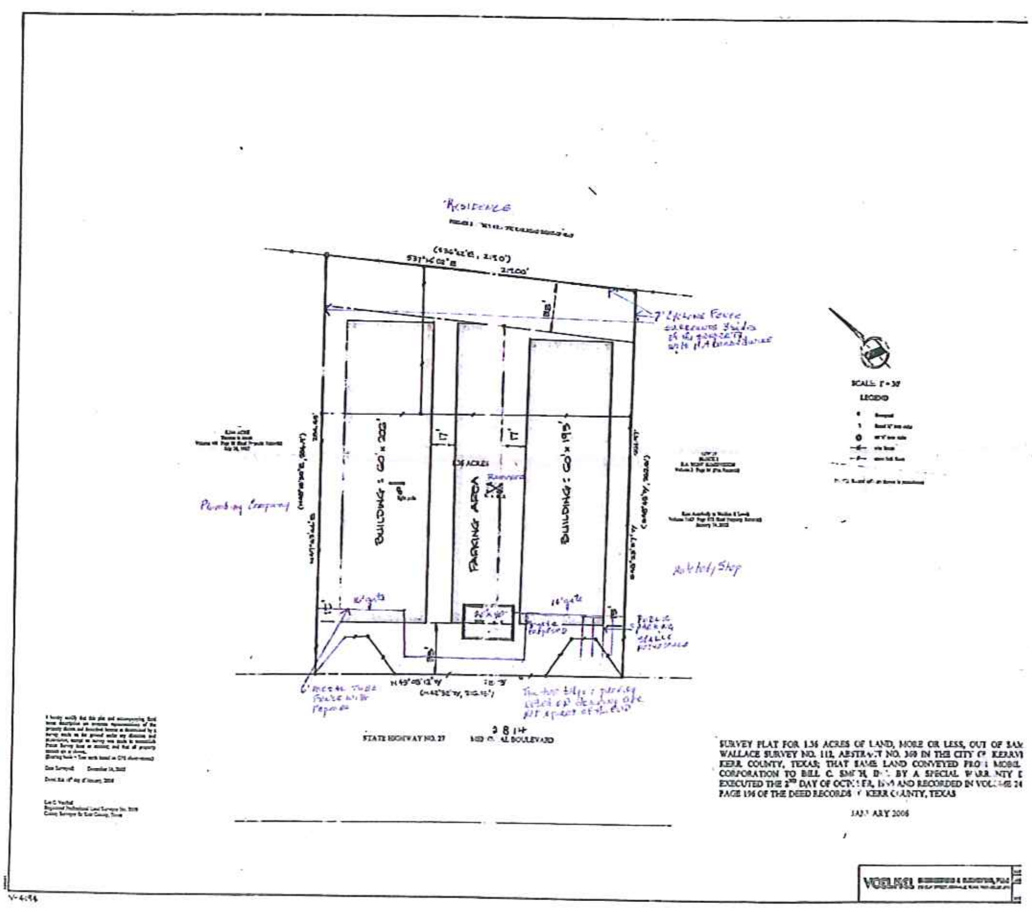

Residence
Plumbing Company
Auto body Shop
BUILDING : 60' x 203'
PARKING AREA
BUILDING : 60' x 195'
STATE HIGHWAY NO. 27
SURVEY PLAT FOR 1.36 ACRES OF LAND, MORE OR LESS, OUT OF SAM WALLACE SURVEY NO. 112, ABSTRACT NO. 360 IN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS; THAT SAME LAND CONVEYED FROM MOBIL CORPORATION TO BILL C. SMITH, BY A SPECIAL WARRANTY DEED EXECUTED THE 2ND DAY OF OCTOBER, AND RECORDED IN VOLUME PAGE 196 OF THE DEED RECORDS OF KERR COUNTY, TEXAS
SCALE: 1" = 30'
LEGEND
VOELKEL

EXHIBIT A

Case 2016-015

Location:
2814 Memorial Blvd

Legend

Subject Properties
200-ft Notification Area

N
W E
S

CITY OF KERRVILLE TEXAS 1889

0 50 100 200
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:

5A. Ordinance No.2016-06, annexing an approximate 194.79 acre tract of land into the City of Kerrville, Texas, and extending the boundary limits of the city to include the property within the city limits; said property generally located south of and adjacent to State Highway 27 and between Oak Way Street and Split Rock Road; said tract 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; said tract located adjacent to the corporate limits of the City of Kerrville, Texas, and more commonly known as 337 Split Rock Road; further describing the territory to be annexed; adopting a service plan for the territory annexed; and establishing the zoning for the area annexed as "R-1" Single Family Residential in accordance with the City's Comprehensive Plan. (staff)

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

SUBJECT: Second reading of the Ordinance & Action for the City of Kerrville to annex into its incorporated limits and a recommendation for a zoning classification of "R-1" Single Family Residential District, for 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: April 26, 2016

DATE SUBMITTED: April 20, 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 and a recommendation for a zoning classification of "R-1" Single Family Residential District, for 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.

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.

The 1st public hearing for the zoning was conducted by the Planning & Zoning Commission at its regular meeting on March 17, 2016. At this meeting the P&Z made a motion to deny staff's recommendation and for an alternate zoning designation to be assigned to the subject property. The motion was approved with a 5-0 vote. In order to approve the proposed "R-1" zoning district and go against the Planning & Zoning Commission's recommendation a super majority vote will be required. If any other zoning district is designated besides the proposed zoning, a comprehensive plan amendment will be required prior to the zoning change.

City Council at its regularly schooled meeting on April 12, 2016 voted 4-1 to approve the "R-1" zoning designation and annexation of the aforementioned subject property.

RECOMMENDED ACTION

Staff recommends that the Council conduct the second reading of the ordinance and take action on the item. A public hearing is not required.

City of Kerrville Planning Department Report

To:	Planning & Zoning Commission
Agenda Item:	3B
Planning File #:	2016-009
Hearing Date:	March 17, 2016
Representative:	City Staff
Location:	337 Split Rock Road
Legal Description:	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.
Total Acreage:	194.79

Proposal

The City of Kerrville has initiated the process to annex into its corporate limits the aforementioned property and requests a recommendation for a zoning classification of "R-1" Single Family Residential District pursuant to the City's Comprehensive Plan and the Plan's Future Land Use Map.

Procedural Requirements

The application was published in The Hill Country Community Journal, a newspaper of general circulation in the City of Kerrville on March 2, 2016. Notices were sent to property owners within two hundred (200) feet of the subject property on March 7, 2016. Additionally, notice of this meeting was posted at city hall and on the city's internet website on March 14, 2016, in accordance with Section 551.043(a) of the Texas Government Code (i.e., at leat 72 hours in advance of the scheduled meeting).

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: 37

Topography
The subject property is relatively flat and gradually slopes from the north to the south. The land is primarily undeveloped with a few trees and various types of grasses.

Adjacent Zoning and Land Uses
Direction: North, South, and West
Current Base Zoning: "OCL" Outside of City Limits
Current Land Uses: Single-Family Residences and Vacant Undeveloped Land

Direction: North, South, and West
Current Base Zoning: "AD", "PD 01-20", and "OCL" Outside of City Limits
Current Land Uses: Single-Family Residences and Vacant

Transportation
Thoroughfare: Highway 27
Existing Character: One lane in each direction with no sidewalks.
Proposed Changes: None known

Staff Analysis and Recommendation: Approval

1. Consistency:

The property's land use designation per the City's Comprehensive Plan is Low-Density Residential. The proposed "R-1" base zoning district is consistent with the Plan's Future Land Use Map. The City of Kerrville's comprehensive plan has designated this portion of Highway 27 to be geared toward detached single-family residential uses not to exceed a density of 1 to 5 units per acre.

The subject tract is being developed as a sand and gravel pit. Upon annexation and zoning any pre-existing sand and gravel operations that have been verified at the time of annexation will be considered legal, non-conforming uses and subject to Article 11-1-16 of the city's zoning ordinance.

2. Adverse Impacts on Neighboring Lands:

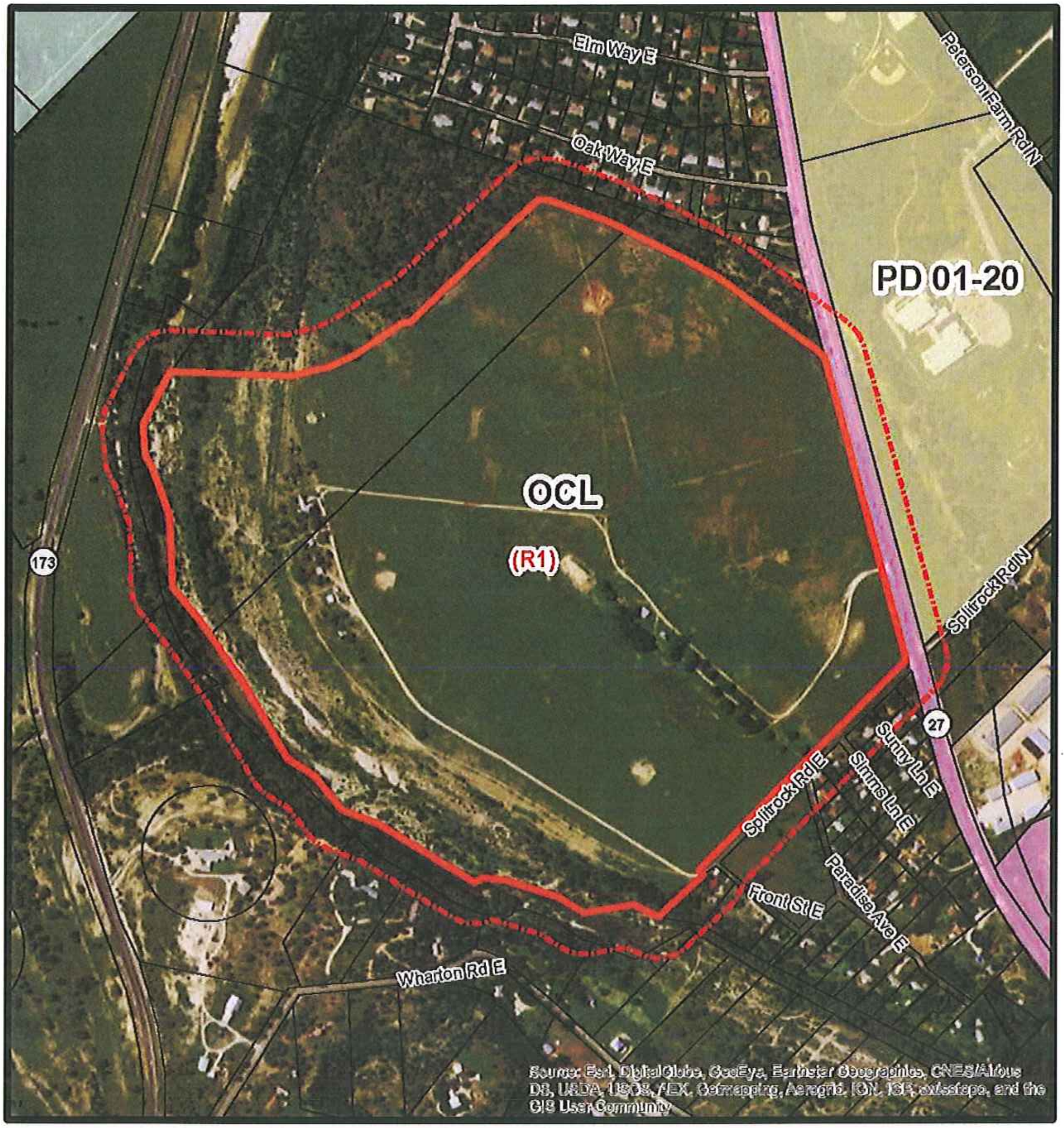
Staff has found no evidence of likely adverse impacts on neighboring lands in relation to this zoning designation proposal. The proposed zoning district is consistent with the Comprehensive Plan and surrounding land uses. The properties located to the north and south are well established single-family residential neighborhoods. The proposed zoning district will allow for the future development of the subject property to remain cohesive to the existing land use pattern of the immediate area, resulting in a minimal impact.

3. Health, Safety and Welfare:

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

4. Other:

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. To date, the City has not received a response from anyone with respect to this letter.



Zoning Case Location Map

Case Z2016-009

Location:
337 SPLIT ROCK ROAD

Legend

200' Notification Area	
Subject Properties	
Current Zoning	TEXT
Requested Zoning	(TEXT)

N W E S

0 250 500 1,000
Scale In Feet

CITY OF KERRVILLE TEXAS

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

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2016-06

AN ORDINANCE ANNEXING AN APPROXIMATE 194.79 ACRE TRACT OF LAND INTO THE CITY OF KERRVILLE, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF THE CITY TO INCLUDE THE PROPERTY WITHIN THE CITY LIMITS; SAID PROPERTY GENERALLY LOCATED SOUTH OF AND ADJACENT TO STATE HIGHWAY 27 AND BETWEEN OAK WAY STREET AND SPLIT ROCK ROAD; SAID TRACT 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; SAID TRACT LOCATED ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS, AND MORE COMMONLY KNOWN AS 337 SPLIT ROCK ROAD; FURTHER DESCRIBING THE TERRITORY TO BE ANNEXED; ADOPTING A SERVICE PLAN FOR THE TERRITORY ANNEXED; AND ESTABLISHING THE ZONING FOR THE AREA ANNEXED AS "R-1" SINGLE FAMILY RESIDENTIAL IN ACCORDANCE WITH THE CITY'S COMPREHENSIVE PLAN

WHEREAS, the City of Kerrville, Texas ("City"), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, as a home rule city and pursuant to Section 1.05 of the Charter, the City has the authority to involuntarily annex territory contiguous to its corporate limits and located within the extraterritorial jurisdiction of the City, subject to the laws of this state; and

WHEREAS, pursuant to Section 43.052(h)(1) of the Texas Local Government Code, the territory to be annexed is exempt from the requirements of an annexation plan; and

WHEREAS, the City made an offer of a Development Agreement pursuant to Section 43.035 of the Texas Local Government Code to the owner of the property subject to annexation, which has been rejected; and

WHEREAS, having provided all required public notices, held all required public hearings at which persons with an interest in the matter were provided an opportunity to be heard, and presenting a service plan as required by state law, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to approve an ordinance annexing the territory described below, adopt the service plan, and establish zoning regulations for the territory;

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

SECTION ONE. The property described in **Exhibit A** and depicted in **Exhibit B** ("Annexed Property") is hereby annexed and incorporated into the corporate limits of the City of Kerrville, Texas, for all legal purposes.

SECTION TWO. The service plan regarding the provision of public services set forth in **Exhibit C** is adopted for the Annexed Property as required by Texas Local Government Code §43.056.

SECTION THREE. Upon the adoption of this Ordinance, the Annexed Property will be subject to the zoning designation of an "R-1" Single-Family Residential District.

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

SECTION SIX. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Article 1-7 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 SEVEN. In accordance with Section 3.07 of the City Charter and Texas Local Government Code §52.013(a), 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. In addition, the City Secretary is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Kerr County, Texas, and to take all other required and necessary actions in accordance with state or federal law.

PASSED AND APPROVED ON FIRST READING, this the 12th **day of** April **A.D., 2016.**

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

____
Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:

____
Michael C. Hayes, City Attorney

ATTEST:

____
Brenda C. Craig, City Secretary

T:\Legal\DEVELOPMENT SERVICES (Planning)\Annexation\Ord\MM_194 acres_HWY 27 E_040616.docx

EXHIBIT "A"

EXHIBIT A

DESCRIPTION OF THE LAND

FIELD NOTES FOR A 194.79 ACRE TRACT

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.)

BEGINNING: At a ½" iron rod with cap stamped "RICKMAN RPLS 5826" set in the west right of way line of State Highway 27 (100' Right of Way) and the northwest line of Split Rock Road, (Variable Width Right of Way) for the most easterly southeast corner of this Tract and the POINT OF BEGINNING, from which a Texas Department of Transportation Monument found bears S 15°31'16" E, a distance of 489.17 feet;

THENCE: Departing the west right of way line of State Highway 27, with the northwest right of way line of Split Rock Road and the southeast line of this Tract, the following calls and distances:

S 45°15'37" W, a distance of 1429.45 feet to a ½" iron rod found for a northwest corner of Split Rock Road and a reentrant corner of this Tract;

S 47°15'23" E, across Split Rock Road, a distance of 33.26 feet to a ½" iron rod found in the northwest line of Lot 1, the Byerly Addition, recorded in Volume 5, Page 329, Plat Records, Kerr County, Texas, for the south corner of Split Rock Road and the most southerly southeast corner of this Tract;

THENCE: S 46°14'37" W, with the northwest line of Lot 1 and the southeast line of this Tract, a distance of 313.40 feet to a ½" iron rod with cap stamped "RICKMAN RPLS 5826" set in the left bank of the Guadalupe River for the west corner of Lot 1 and the south corner of this Tract, from which an iron rod bears S 87°35'35" E, a distance of 15.45 feet;

THENCE: Up the Guadalupe River, with the left bank of the River and the west line of this Tract, the following calls and distances:

N 63°47'23" W, a distance of 137.20 feet to a ½" iron rod found;

S 88°51'28" W, a distance of 225.26 feet to a point;

N 66°38'33" W, a distance of 131.04 feet to a point;

N 76°06'28" W, a distance of 276.07 feet to a ½" iron rod found;

N 82°01'32" W, a distance of 118.44 feet to a ½" iron rod found;

S 68°34'32" W, a distance of 57.08 feet to a ½" iron rod found;

N 61°58'44" W, a distance of 185.20 feet to a ½" iron rod found;

N 58°03'43" W, a distance of 536.45 feet to a point;

N 46°44'05" W, a distance of 214.22 feet to a point;

N 39°08'36" W, a distance of 158.41 feet to a point;

N 47°46'56" W, a distance of 146.17 feet to a ½" iron rod found;

N 32°20'46" W, a distance of 280.93 feet to a ½" iron rod found;

N 37°10'16" W, a distance of 582.89 feet to a point;

N 02°27'23" W, a distance of 341.04 feet to a point;

N 18°44'23" W, a distance of 215.30 feet to a point;

N 27°22'23" W, a distance of 102.11 feet to a point;

N 07°27'23" W, a distance of 146.03 feet to a ½" iron rod found;

N 27°23'37" E, a distance of 291.58 feet to a ½" iron rod with cap stamped "RICKMAN RPLS 5826" set in the left bank of the Guadalupe River for the west corner of a 34.22 Acre Tract conveyed to 1967 Shelter Trusts Partnership and 1973 Shelter Trusts Partnership in deed recorded in Volume 734, Page 524, Deed Records, Kerr County, Texas, and the northwest corner of this Tract;

THENCE: Departing the left bank of the Guadalupe River, with the south line of the 34.22 Acre Tract and the north line of this Tract the following calls and distances:

S 87°21'23" E, a distance of 581.00 feet to a ½" iron rod found for an angle point;

N 72°51'15" E, a distance of 237.05 feet to a ½" iron rod found for an angle point;

N 66°28'02" E, a distance of 120.35 feet to a ½" iron rod found for an angle point;

N 57°00'57" E, a distance of 276.47 feet to a ½" iron rod found for an angle point;

S 46°48'16" E, a distance of 20.86 feet to a ½" iron rod found for an angle point;

N 46°11'54" E, a distance of 866.11 feet to a ½" iron rod found for an angle point;

N 63°36'17" E, a distance of 30.66 feet to a ½" iron rod found for an angle point;

S 88°07'53" E, a distance of 37.41 feet to a ½" iron rod found for an angle point;

S 71°08'41" E, a distance of 71.95 feet to a ½" iron rod found for an angle point;

S 67°12'23" E, a distance of 315.25 feet to a ½" iron rod found for an angle point;

S 64°58'14" E, a distance of 250.58 feet to a ½" iron rod found for an angle point;

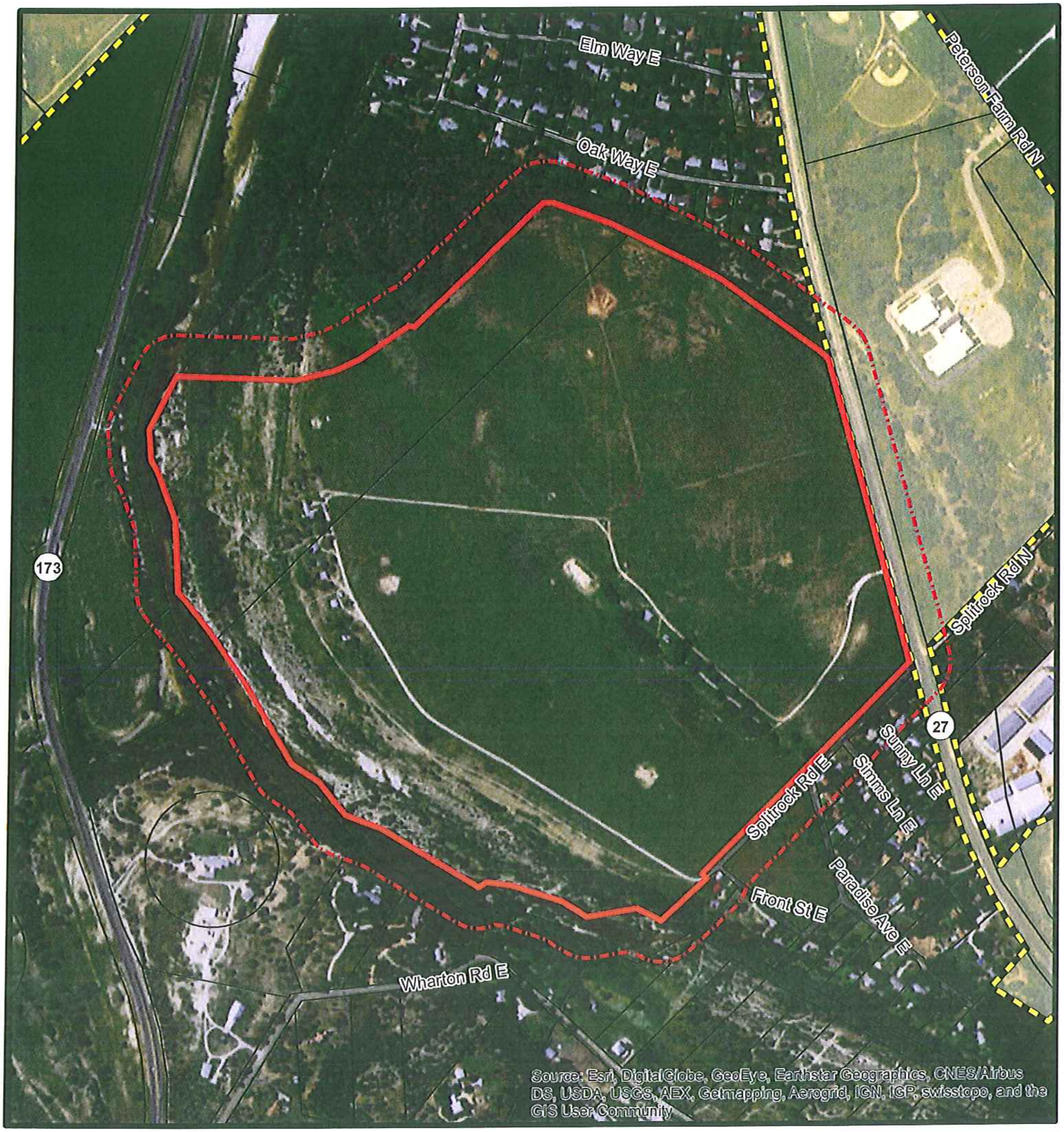
S 62°15'37" E, a distance of 181.64 feet to a ½" iron rod found for an angle point;

S 57°37'50" E, a distance of 186.42 feet to a ½" iron rod found for an angle point;

S 54°00'52" E, a distance of 495.59 feet to a ½" iron rod found for an angle point;

S 54°08'22" E, a distance of 67.47 feet to a ½" iron rod found in the west right of way line of State Highway 27 for the southeast corner of the 34.22 Acre Tract and the northeast corner of this Tract;

THENCE: S 15°31'16" E, with the west right of way line of State Highway 27 and the east line of this Tract, a distance of 1534.33 feet to the POINT OF BEGINNING and containing 194.79 Acres in Kerr County, Texas, according to a survey on the ground on December 16, 2014, by Rickman Land Surveying.



Annexation Location Map

Location:
337 SPLIT ROCK ROAD

Legend

200' Notification Area
Annexation Area
Existing City Limits

N
W E
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CITY OF KERRVILLE TEXAS 1889

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.

EXHIBIT "B"

EXHIBIT C

ANNEXATION SERVICE PLAN

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Animal Control	The provisions of animal control services shall be in effect following annexation of the property.	Immediately following annexation
Code Enforcement	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City of Kerrville shall be made immediately to the area upon annexation. The preparation of a zoning plan shall serve as a basis for the zoning of land following annexation. The adoption of the zoning plan shall be in accordance with the procedures of the City of Kerrville's Zoning Ordinance.	Immediately following annexation, zoning to be concurrent with annexation
Fire Protection and Suppression	Fire protection and suppression personnel and equipment from the Kerrville Fire Department will be provided to the area as needed.	Immediately following annexation
Fire Prevention	The services of the City of Kerrville Fire Marshall shall be provided to the area.	Immediately following annexation.
Library	Residents of the area, if any, will continue to be entitled to utilize all City of Kerrville Library facilities.	Immediately following annexation.
Parks and Recreation	City of Kerrville Parks and Recreation services will continue to be available to the area residents, if any.	Immediately following annexation
Police Protection	Police protection personnel and equipment shall be provided to the area immediately upon annexation. Police enforcement and protection services shall be provided through regular patrol activities.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Public Services - Street Department	Public streets not maintained by the Texas Department of Transportation within the area shall be maintained by the City of Kerrville.	Immediately following annexation
Sanitation (Refuse Collection)	Refuse collection shall be available to residents of the annexed area at the same costs and procedures as required of City residents and businesses.	Immediately following annexation
Traffic Engineering	Traffic control devices and street markers shall be installed where deemed necessary by the city street department, except as provided by the Texas Department of Transportation.	Immediately following annexation
Utilities (Water Distribution and Wastewater Collection)	Extension of utilities within the property shall be in accordance with the City of Kerrville's Subdivision Ordinance.	As the property develops

Agenda Item:

5B. 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; said property to return to the "RT" Residential Transition Zoning District. (staff)

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

SUBJECT: Second 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: April 26, 2016 **DATE SUBMITTED**: March 30, 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.

A public hearing and 1st reading of the ordinance was conducted by the City Council at its regular meeting on April 12, 2016.

RECOMMENDED ACTION

Staff recommends that the Council hold the required reading of the ordinance 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:

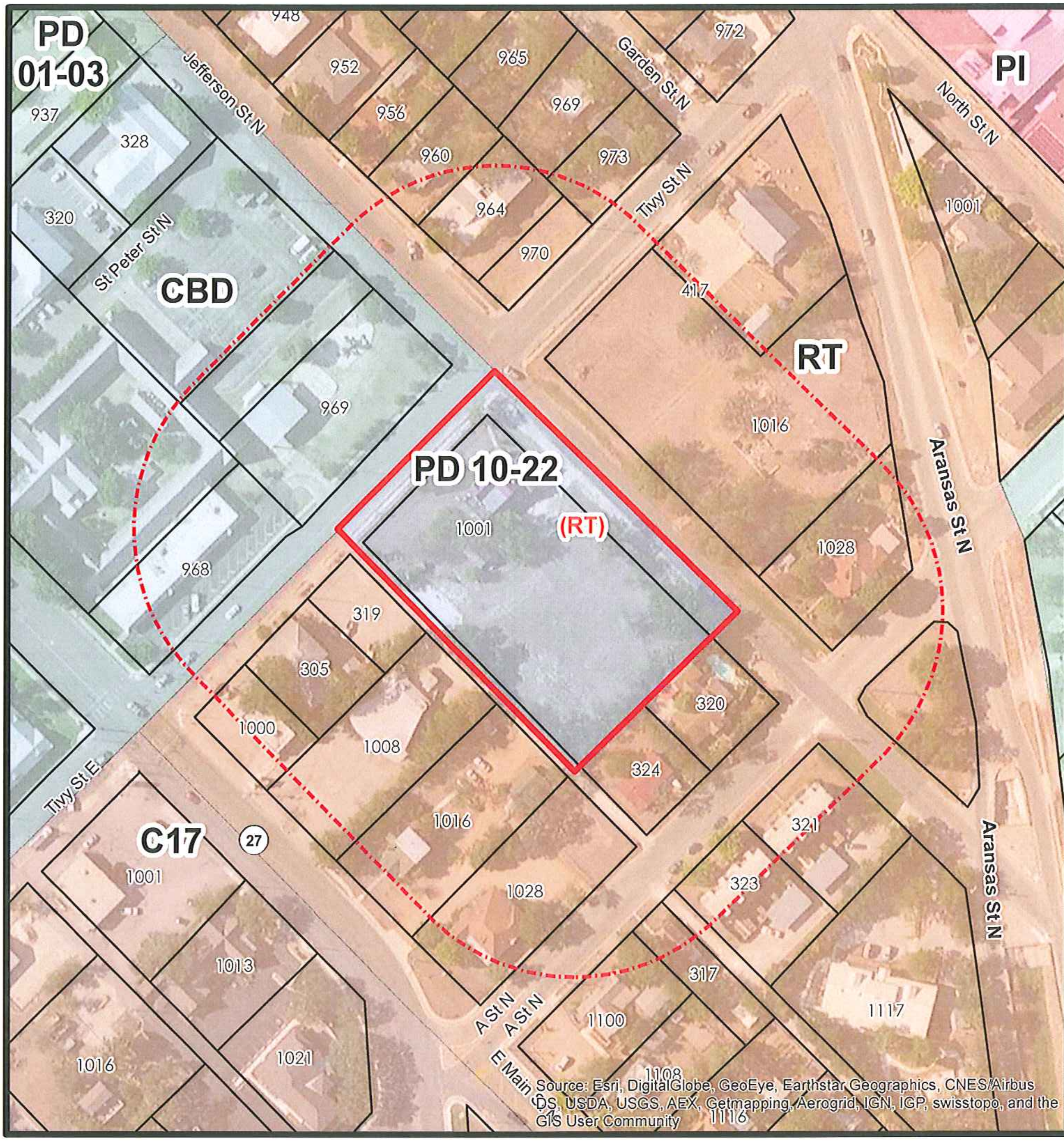
Staff has found no indication of likely adverse effects on the public health, safety, or welfare.

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 TEXT
Requested Zoning (TEXT)

N
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CITY OF KERRVILLE TEXAS 1889

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; SAID PROPERTY TO RETURN TO THE "RT" RESIDENTIAL TRANSITION ZONING DISTRICT

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 April 12 2016, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on this 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 April 12, 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

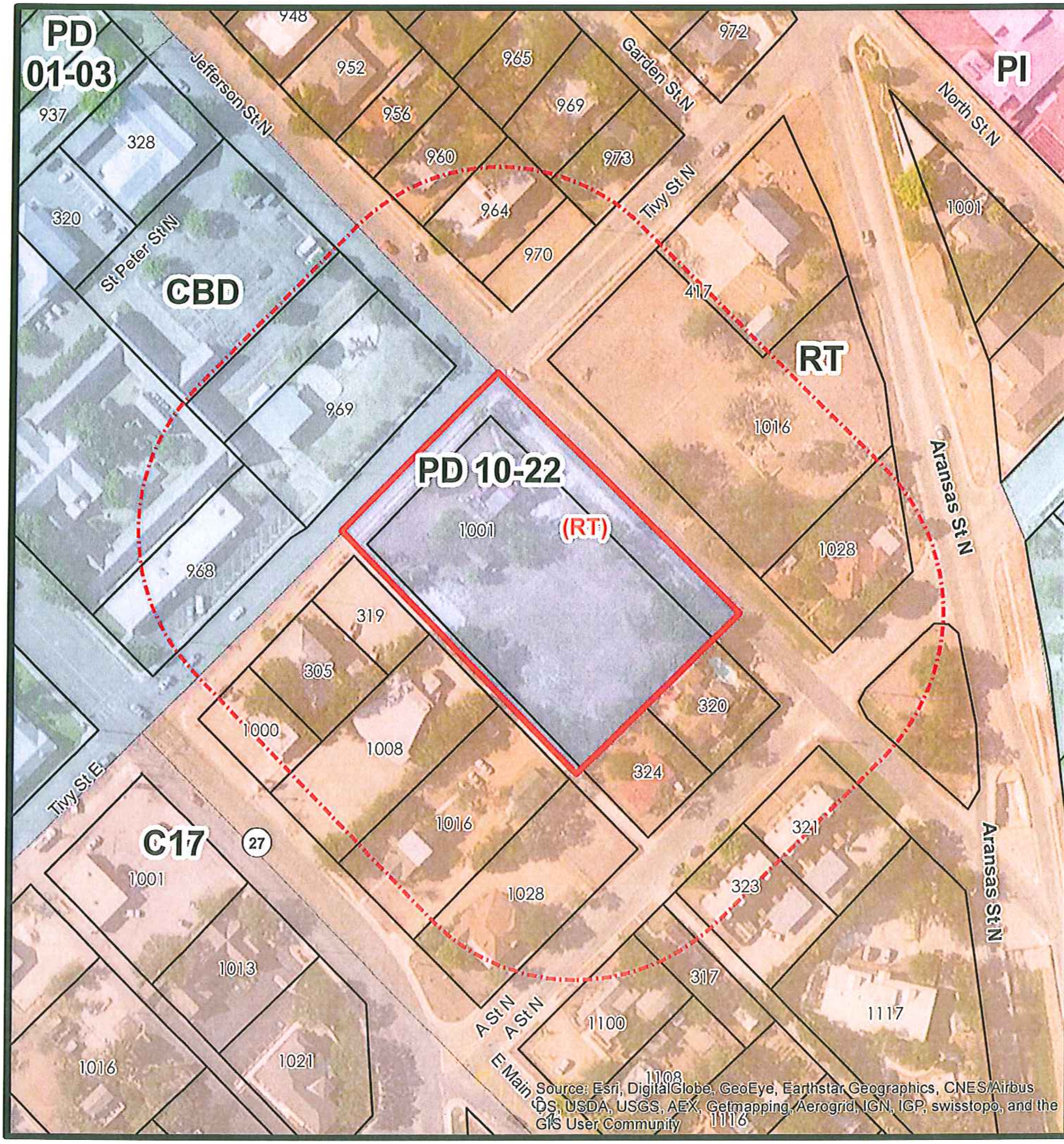
ATTEST:

____
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

____
Michael C. Hayes, City Attorney

T:\Legal\DEVELOPMENT SERVICES (Planning)\Zoning\Ord\PDD\1001 Jefferson\1001 Jefferson_Repealing PDD_030216.docx



Zoning Case Location Map

Case Z2016-007

Location:
1001 Jefferson St N

Legend

200' Notification Area	
Subject Properties	
Current Zoning	TEXT
Requested Zoning	(TEXT)

N S E W

0 50 100 200
Scale In Feet

Agenda Item:

6A. Participation in construction of road to Hangar 19 and paving of apron and taxiway at the Kerrville/Kerr County Airport. (Bruce McKenzie, airport manager)

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

SUBJECT: Construction of Road to Hangar and Paving of Apron and Taxiway

FOR AGENDA OF: April 26, 2016 **DATE SUBMITTED**: March 28, 2016

SUBMITTED BY: Bruce McKenzie
Airport Manager
CLEARANCES:

EXHIBITS: Breakdown of cost for material

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 DEPARTMENT:

SUMMARY STATEMENT

The Airport Board would like to overlay (with hot mix asphalt) the apron around Hangar 19 which is the old Mooney paint hangar. In addition, the Airport Board would propose to rebuild and repave an existing taxiway adjacent the Hangar 19. This would require approximately 400 tons of hot mix asphalt. The Airport Board will pay for the paving material.

RECOMMENDED ACTION

This item is for discussion and possible action. The Airport Board is requesting the City of Kerrville furnish the equipment and labor for this project. The Airport Board will purchase the paving materials.

Renovation of Building 19 (Paint Hangar)

Building Specifications

Building is 100 ft. x 100 ft. Equalling 10,000 ft.

Lease Amount

Current lease rate is $3.18 per sq. ft.

Potential Income

Potential Income with walls in place and used as T-Hangars/ each stall rented for $350.00	350.00 x4 = $1400.00	$ 16,800.00
Potenial Income if building is renovated and bought up to code:	$ 2,650.00	$ 31,800.00

bathroom
office
location

Return on Investment — Cost/Revenue = ROI

Rental as T-Hangars (assuming $350 per hangar) with:	**$48,650.00 / $16,800.00 = 2.89 years**	
build road	$ 10,150.00	
installation of a gate	$ 7,500.00	
re-pave the apron	$ 21,000.00	
re-pave the taxiway	$ 10,000.00	$ 48,650.00

Rental as a Maintenance Hangar (assuming $3.18 per sq.ft.) with:	**$103,650.00/ $31,800.00 = 3.25 years**	
building a road	$ 10,150.00	
installing a gate	$ 7,500.00	
re-paving apron	$ 21,000.00	
re-paving taxiway	$ 10,000.00	
bring the electrical up to code	$ 30,000.00	
removing walls	$ 10,000.00	
removing heater, plenum, and duct work	$ 10,000.00	
contingency	$ 5,000.00	$ 103,650.00

Agenda Item:

6B. Consideration of the FY2016-17 Kerrville-Kerr County Airport budget.
(Bruce McKenzie, airport manager)

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

SUBJECT: FY 2016-2017 Kerrville-Kerr County Airport Budget

FOR AGENDA OF: April 26, 2016 **DATE SUBMITTED:** March 28, 2016

SUBMITTED BY: Bruce McKenzie
Airport Manager

CLEARANCES:

EXHIBITS: FY 2016-2017 Airport Budget

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The Kerrville-Kerr County joint Airport Board would like to present the FY 2016 - 2017 Airport budget for approval.

RECOMMENDED ACTION

This item is for discussion and possible action. The Joint Airport Board would like to respectfully request approval of the FY 2016 - 2017 Airport Budget.

ADMINISTRATION RECOMMENDED BUDGET
AS OF: APRIL 30TH, 2016

47 -Airport

REVENUES	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 CURRENT BUDGET	2015-2016 Y-T-D ACTUAL	2015-2016 PROJECTED YEAR END	2016-2017 REQUESTED BUDGET	2016-2017 ADMINISTRATION RECOMMENDED	2016-2017 APPROVED BUDGET
Intergovernmental Rev									
47-300-602 KERR COUNTY CONTRIBUTION	90,401	80,401	47,478	35,000	20,417	110,000	21,735		
47-300-603 CITY OF KERRVILLE CONTRIBUTION	90,401	80,401	47,479	35,000	20,417	110,000	21,735		
47-300-604 GRANTS	0	0	0	0	0	0	0		
47-300-606 TX DOT REIMBURSEMENT	33,351	0	0	0	0	0	0		
TOTAL Intergovernmental Rev	214,153	160,802	94,957	70,000	40,833	220,000	43,470		
Lease/Rental Income									
47-325-301 LEASES	116,730	136,772	122,205	127,950	74,318	113,970	127,950		
47-325-335 SURPLUS FUNDS	0	0	0	0	0	0	0		
47-325-601 BRINKMAN HANGER LEASE	0	23,100	63,354	64,800	37,026	0	64,800		
47-325-602 TERMINAL LEASES	12,576	14,109	15,316	15,532	8,509	12,587	15,532		
47-325-603 T-HANGAR LEASE	47,744	50,811	98,926	102,900	66,534	54,802	99,600		
47-325-604 VEHICLE RENT SURCHARGE	3,935	3,561	3,112	3,568	1,965	3,287	3,561		
47-325-605 STORAGE RENTAL	715	760	605	660	1,410	720	3,180		
47-325-625 PARKING LOT LEASES	6,000	8,240	3,219	6,375	4,975	0	6,000		
TOTAL Lease/Rental Income	187,701	237,352	306,736	321,785	194,738	185,366	320,623		
Reimbursement									
47-350-601 FUEL FLOW FEES	36,424	30,189	30,604	32,877	13,156	28,114	32,972		
47-350-602 OTHER	0	0	0	0	200	323	0		
TOTAL Reimbursement	36,424	30,189	30,604	32,877	13,356	28,437	32,972		
Miscellaneous									
47-375-601 MISCELLANEOUS	0	0	18	0	0	0	0		
TOTAL Miscellaneous	0	0	18	0	0	0	0		
Interest Income									
47-380-601 INTEREST INCOME	35	29	29	100	9	140	100		
TOTAL Interest Income	35	29	29	100	9	140	100		
Transfer In									
47-390-610 TRANSFER IN	0	0	0	0	0	0	0		
TOTAL Transfer In	0	0	0	0	0	0	0		
TOTAL REVENUES	438,314	428,372	432,343	424,762	248,937	433,943	397,165		

47 -Airport
SALARIES & BENEFITS

EXPENDITURES	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 CURRENT BUDGET	2015-2016 Y-T-D ACTUAL	2015-2016 PROJECTED YEAR END	2016-2017 REQUESTED BUDGET	2016-2017 ADMINISTRATION RECOMMENDED	2016-2017 APPROVED BUDGET
47-700-100 TENTATIVE BENEFITS	0	0	0	0	0	0	0		
47-700-101 Airport Manager	82,447	84,484	84,543	84,260	42,789	80,000	87,209		
47-700-102 EXECUTIVE ASSISTANT PART TIME	23,584	25,993	26,478	26,536	13,026	25,680	27,465		
47-700-104 Airport Maintenance Staff	38,782	41,245	42,590	44,720	10,539	40,000	44,059		
47-700-201 FICA	11,042	11,267	11,668	11,897	5,427	8,267	12,144		
47-700-202 GROUP INSURANCE	12,280	12,418	12,198	15,920	8,691	7,026	15,920		
47-700-203 RETIREMENT	15,768	17,846	18,241	16,110	7,924	12,245	18,241		
47-700-204 WORKMAN'S COMP	3,208	2,097	2,269	3,300	1,054	1,456	3,300		
47-700-205 OVERTIME	0	0	0	0	0	0	0		
47-700-206 BASIC LIFE	0	0	0	0	0	0	0		
47-700-207 UNEMPLOYMENT INSURANCE	0	0	0	250	0	0	250		
TOTAL SALARIES & BENEFITS	187,111	195,351	197,987	202,993	89,449	174,674	208,588		

700-101 Airport Manager CURRENT YEAR NOTES:
INCLUDES 3.5% RAISE REQUEST ON SALARY OF $84,260

700-102 EXECUTIVE ASSISTANT PART TCURRENT YEAR NOTES:
INCLUDES 3.5% RAISE REQUEST ON SALARY OF $26,536

700-104 Airport Maintenance Staff CURRENT YEAR NOTES:
MAINT TECH II: 33,259
PT MAINT TECH: 10,800 (12/HR*30HR/W*30WEEKS)

700-201 FICA CURRENT YEAR NOTES:
ADJUSTED FOR REQUESTED RAISES

700-203 RETIREMENT CURRENT YEAR NOTES:
ADJUSTED FOR RAISE REQUESTS

47 -Airport
AIRPORT

EXPENDITURES	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 CURRENT BUDGET	2015-2016 Y-T-D ACTUAL	2015-2016 PROJECTED YEAR END	2016-2017 REQUESTED BUDGET	2016-2017 ADMINISTRATION RECOMMENDED	2016-2017 APPROVED BUDGET
47-800-008 PROF. DVMT/TRAINING	5,503	4,462	3,499	6,000	1,549	6,000	5,000		
47-800-101 OFFICE SUPPLIES	1,488	1,449	1,406	1,500	477	1,265	1,500		
47-800-102 SMALL TOOLS & EQUIP	2,985	2,998	3,000	3,000	1,533	327	3,000		
47-800-103 CHEMICAL & MEDICAL SUPPLIES	522	119	0	4,000	0	0	2,000		
47-800-104 FUEL & OIL SUPPLIES	3,475	3,901	2,400	4,500	511	4,500	3,500		
47-800-106 JANITORIAL SUPPLIES	1,784	2,189	1,212	2,000	605	1,512	2,000		
47-800-107 POSTAGE	186	200	191	500	22	138	500		
47-800-108 UPS/FED-EX	43	0	0	0	0	0	0		
47-800-109 COMPUTER SOFTWARE/UPGRADE	237	0	220	500	0	0	500		
47-800-110 PLANTING/LANDSCAPING	0	0	0	3,000	0	0	0		
47-800-112 WEARING APPAREL	1,740	1,973	1,780	2,000	409	0	2,000		
47-800-201 LAND MAINT/MOWING CONTRACT	22,538	37,593	37,500	45,000	7,500	34,268	37,500		
47-800-202 BUILDING AND STRUCTURES	14,978	14,558	14,957	25,000	7,628	10,728	17,500		
47-800-203 VEHICLE MAINTENANCE	3,895	2,768	1,520	2,000	1,301	0	2,000		
47-800-204 OFFICE EQUIPMENT	992	483	0	1,000	0	780	1,000		
47-800-205 INSTRUMENTS AND APPARATUS	5,994	2,998	3,600	5,000	552	2,577	5,000		
47-800-207 TRAFFIC CONTROL DEVICES	0	0	0	0	0	0	0		
47-800-210 REPAIRS - GENERAL	2,431	2,422	1,407	1,500	43	1,356	1,500		
47-800-250 CAPITAL	37,057	0	0	0	0	0	0		
47-800-302 PROPERTY INSURANCE	1,069	4,261	5,009	7,500	4,159	0	7,500		
47-800-303 LIABILITY INSURANCE	1,678	1,153	644	2,200	934	0	1,750		
47-800-305 EQUIPMENT RENTAL	1,983	2,738	2,625	2,700	1,216	2,000	2,700		
47-800-306 ADVERTISING	390	384	567	600	193	300	600		
47-800-307 MANAGEMENT CONTRACT	0	0	0	0	0	0	0		
47-800-311 LEGAL SERVICES	4,938	4,931	4,551	6,000	1,209	4,467	6,000		
47-800-312 PROFESSIONAL SERVICES	18,260	109,879	9,341	20,000	8,796	3,435	15,000		
47-800-401 Phone Service - Cell	718	588	1,083	900	359	852	900		
47-800-402 CELL PHONE SERVICE	0	0	0	0	0	0	0		
47-800-404 WATER & SEWER	470	620	882	1,250	395	452	1,250		
47-800-405 INTERNET PROVIDER	30	0	0	0	0	0	0		
47-800-406 LIGHT AND POWER	13,469	15,620	20,048	16,000	7,906	11,078	20,100		
47-800-503 DUES AND SUBSCRIPTION	625	475	350	750	638	362	750		
47-800-505 OTHER CHARGES	0	0	0	0	0	0	0		
47-800-508 RESERVE FOR CAPITAL	0	0	12,120	16,865	0	0	16,865		
47-800-509 RESERVE FOR COMMITTED CAPITAL	0	0	0	0	0	0	150,000		
47-800-510 CONTINGENCY	0	0	0	18,754	0	0	10,662		
47-800-512 CONTINGENCY II	19,626	17,219	6,309	0	0	0	0		
47-800-569 OPERATING EQUIPMENT	0	0	0	0	0	0	0		
47-800-901 TRANSFER OUT - GENERAL	0	80,667	0	0	0	0	0		
47-800-902 TRANSFER OUT - MAINTENANCE	0	0	0	0	0	0	0		
47-800-903 TRANSFER OUT - ROAD & BRIDGE	0	0	0	0	0	0	0		
TOTAL AIRPORT	169,103	316,650	136,220	200,019	47,935	86,397	318,577		

47 -Airport
TERMINAL

EXPENDITURES	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 CURRENT BUDGET	2015-2016 Y-T-D ACTUAL	2015-2016 PROJECTED YEAR END	2016-2017 REQUESTED BUDGET	2016-2017 ADMINISTRATION RECOMMENDED	2016-2017 APPROVED BUDGET
47-801-101 SUPPLIES	0	0	0	0	0	0	0		
47-801-300 PHONE SERVICES	300	225	0	500	0	328	500		
47-801-301 LIGHT & POWER	9,247	10,219	9,945	11,000	4,049	8,862	11,000		
47-801-302 PROPANE GAS	3,947	4,499	3,809	7,500	2,532	3,531	5,000		
47-801-303 WATER & SEWER	1,584	1,874	3,464	2,750	503	2,318	3,500		
TOTAL TERMINAL	15,079	16,817	17,219	21,750	7,084	15,039	20,000		
TOTAL EXPENDITURES	371,292	528,818	351,426	424,762	144,468	276,110	547,165		
REVENUE OVER/(UNDER) EXPENDITURES	67,021	(100,446)	80,917	0	104,469	157,833	(150,000)		

48 -AIRPORT CAPITAL

				(------ 2015-2016		------)	(------ 2016-2017		------)
REVENUES	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET	ADMINISTRATION RECOMMENDED	APPROVED BUDGET
Intergovernmental Rev									
48-300-603 CITY OF KERRVILLE RAMP GRANT	0	0	0	0	0	0	0		
TOTAL Intergovernmental Rev	0	0	0	0	0	0	0		
Reimbursement									
48-350-100 REIMBURSEMENT FM TX DOT	49,423	0	49,689	50,000	20,805	50,000	50,000		
48-350-200 TX DOT REIMB T-HANGARS	0	726,000	0	0	0	0	0		
TOTAL Reimbursement	49,423	726,000	49,689	50,000	20,805	50,000	50,000		
Intergovernmental									
48-351-100 KERR COUNTY RAMP GRANT MATCH	25,000	25,000	25,000	25,000	25,000	25,000	25,000		
48-351-101 CITY OF KVILLE RAMP GRANT MATC	25,000	25,000	25,000	25,000	25,000	25,000	25,000		
48-351-102 KERR COUNTY PROJECT MATCH	21,178	0	500,000	0	0	0	0		
48-351-103 CITY OF KERRVILLE PROJECT MATC	21,178	0	500,000	0	0	0	0		
TOTAL Intergovernmental	92,356	50,000	1,050,000	50,000	50,000	50,000	50,000		
Interest									
48-360-100 INTEREST EARNINGS	7	7	116	0	70	65	0		
TOTAL Interest	7	7	116	0	70	65	0		
Transfer In									
48-390-610 TRANSFER IN	0	80,667	0	0	0	0	0		
TOTAL Transfer In	0	80,667	0	0	0	0	0		
TOTAL REVENUES	141,786	856,674	1,099,805	100,000	70,876	100,065	100,000		

48 -AIRPORT CAPITAL
Capital Outlay

EXPENDITURES	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 CURRENT BUDGET	2015-2016 Y-T-D ACTUAL	2015-2016 PROJECTED YEAR END	2016-2017 REQUESTED BUDGET	2016-2017 ADMINISTRATION RECOMMENDED	2016-2017 APPROVED BUDGET
48-600-100 CAPITAL OUTLAY TX DOT	0	0	0	0	0	0	0		
48-600-101 LAND	0	0	0	0	0	0	0		
48-600-102 BLDGS & STRUCTURES	42,356	0	0	0	0	0	0		
48-600-103 WATER SYSTEM IMPROVEMENTS	0	0	0	0	0	0	0		
48-600-104 RAMP GRANT	98,815	97,769	99,378	100,000	46,413	100,000	100,000		
48-600-105 DRAINAGE IMPROVEMENTS	0	0	0	0	0	0	0		
48-600-106 T-HANGAR IMPROVEMENTS	0	801,422	0	0	0	0	0		
48-600-107 TX DOT REIMBURSEMENT	0	0	0	0	0	122,028	0		
48-600-108 RELOCATE 12/30 PARALLEL TAXIWA	0	0	0	0	0	0	0		
48-600-109 ENGINEERING SVCS/ DESIGN	0	0	0	0	0	0	0		
48-600-110 MASTER PLAN	0	0	0	0	0	0	0		
48-600-111 SURVEYING	0	0	0	0	0	0	0		
48-600-112 CONTRACT SERVICES	0	0	0	0	0	0	0		
48-600-113 INSTRUMENTS & APPARATUS	0	0	0	0	0	0	0		
48-600-114 REHAB AIRPORT RUNWAY	0	0	0	0	0	0	0		
48-600-115 SITE PREP FUTURE HANGAR DVMT	0	0	0	0	0	0	0		
48-600-120 MOONEY ROOF PROJECT	0	0	703,817	352,544	123,605	0	0		
48-600-200 MISCELLANEOUS	0	0	0	0	0	0	0		
TOTAL Capital Outlay	141,171	899,191	803,195	452,544	170,019	222,028	100,000		

48 -AIRPORT CAPITAL
Transfers Out

EXPENDITURES	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 CURRENT BUDGET	2015-2016 Y-T-D ACTUAL	2015-2016 PROJECTED YEAR END	2016-2017 REQUESTED BUDGET	2016-2017 ADMINISTRATION RECOMMENDED	2016-2017 APPROVED BUDGET
48-900-100 TRANSFER OUT -GENERAL	0	0	0	0	0	0	0		
48-900-110 TRANSFER OUT	0	0	0	0	0	0	0		
48-900-120 TRANSFER OUT	0	0	0	0	0	0	0		
TOTAL Transfers Out	0	0	0	0	0	0	0		
TOTAL EXPENDITURES	141,171	899,191	803,195	452,544	170,019	222,028	100,000		
REVENUE OVER/(UNDER) EXPENDITURES	615	(42,516)	296,610	(352,544)	(99,143)	(121,963)	0		

Agenda Item:

6C. Text amendments to the City's Zoning Code and building codes regarding the use of temporary structures, including construction trailers, and recreational vehicles. (staff)

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

SUBJECT: City Council direction concerning possible amendments to Chapter I, "The City of Kerrville Zoning Code" Article 11-1-12 (Manufactured Homes, Mobile Homes, Trailers, and Recreation Vehicles); Chapter I, "The City of Kerrville Zoning Code" Article 11-1-19 (Supplementary Development Requirements); International Building Code, Section 107 (Temporary Structures and Uses); International Residential Code, Section 107 (Temporary Structures and Uses)

FOR AGENDA OF: April 26, 2016

DATE SUBMITTED: April 20, 2016

SUBMITTED BY: Trenton Robertson
City Planner

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS:
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

This item concerns possible text amendments to the City of Kerrville's zoning and building codes to address the requirements of temporary structures (including construction trailers) and recreational vehicles. First, Council will need to address the location of a temporary construction trailer on a construction site. Currently, the zoning and building code states that temporary construction trailers are permitted for on-site construction by permit not to exceed 180 days. The different codes that will need to be evaluated and possibly amended are:

Chapter I, "The City of Kerrville Zoning Code" Article 11-1-12 (Manufactured Homes, Mobile Homes, Trailers, and Recreation Vehicles)

(e) **Temporary Construction Trailers and Buildings:** Temporary construction trailers and buildings used for on-site construction purposes are permitted in accordance with a building permit issued by the City for a period not exceeding the period of construction. Upon completion of construction as determined by the issuance of a certificate of occupancy or the abandonment of construction, the owner shall remove the trailer or building at its expense. Where construction is complete, the owner shall remove the trailer or building within fourteen (14) calendar days.

Chapter I, "The City of Kerrville Zoning Code" Article 11-1-19 (Supplementary Development Requirements)

International Building Code, Section 107 (Temporary Structures and Uses)

107.1 General.
The building official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The building official is authorized to grant extensions for demonstrated cause.

107.2 Conformance.
Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure public health, safety and general welfare.

107.3 Temporary power.
The building official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in the ICC Electrical Code.

107.4 Termination of approval.
The building official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

International Residential Code, Section 107 "Temporary Structures and Uses"

R107.1 General.
The building official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The building official is authorized to grant extensions for demonstrated cause.

R107.2 Conformance.
Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, light, ventilation and sanitary requirements of this code as necessary to ensure the public health, safety and general welfare.

R107.3 Temporary power.
The building official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in the ICC Electrical Code.

R107.4 Termination of approval.
The building official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

Second, the amount of time a recreational vehicle can be located at any location needs to be clarified in the existing zoning ordinance:

Chapter I, "The City of Kerrville Zoning Code" Article 11-1-12 (Manufactured Homes, Mobile Homes, Trailers, and Recreation Vehicles)

"(d) **Travel Trailers and Recreational Vehicles:** The use of a travel trailer or recreational vehicle shall be subject to the following regulations:

(1) The use of a travel trailer or recreational vehicle as a permanent residence or business anywhere within the City is prohibited.

(2) It shall be a defense to a violation of Subsection (I) if:

(i) the trailer or recreational vehicle is located on property within an "RM" District which is developed as a MHRC at the time of the offense; or

(ii) the trailer or recreational vehicle is located on property which is being used as a recreational vehicle park, even if the recreational vehicle park is a non-conforming use; or

(iii) the trailer or recreational vehicle is

a parked on a lot developed with a dwelling unit, and

b occupied by one or more people who do not claim the dwelling unit as their permanent residence, and

c has been located on the lot for a period not exceeding fourteen consecutive (14) days.

(iv) one (1) travel trailer or one (1) recreational vehicle is located on property which is currently being used for the seasonal retail sale of holiday trees. This section shall only be valid between November 5 and December 31 of any year."

Proposed Timeline:
June 2, 2016- Zoning text amendments heard by Planning & Zoning Commission (Public Hearing)

June 14, 2016- Zoning and building code amendments heard by City Council (Public Hearing and 1st Reading of Ordinance)

June 28, 2016- Zoning and building code amendments heard by City Council (2nd Reading of Ordinance)

RECOMMENDED ACTION

Staff recommends that the Council direct staff on the matter presented concerning possible text amendments to the zoning and building code.

Agenda Item:

7A. Budget and economic update. (staff)

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

SUBJECT: Budget/Economic Update

FOR AGENDA OF: April 26, 2016 **DATE SUBMITTED**: April 13, 2016

SUBMITTED BY: Sandra Yarbrough DY **CLEARANCES:** Todd Parton
Director of Finance City Manager

EXHIBITS: Economic Update

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

The City of Kerrville staff will present and update Council on a monthly basis as to the status of the City's current budget and current economic trends affecting the City.

RECOMMENDED ACTION

No action required information purposes only.

City of Kerrville

Month ending March 31, 2016

(Month 6 of FY2016)

		Current Month	Year To-Date	Budget @ 50.00%	Prior Year To-Date	change from prior year
General Fund						
Total Revenues		$ 1,487,811	$ 16,131,392	65.60%	$ 15,556,147	3.70%
	Property tax	$ 260,854	$ 8,537,958	96.10%	$ 8,286,421	3.04%
	Sales tax	$ 447,636	$ 3,176,371	50.79%	$ 3,113,066	2.03%
Total Expenditures		$ 1,675,484	$ 11,262,406	45.50%	$ 11,033,600	2.07%
Water and Sewer Fund						
Total Revenues		$ 855,270	$ 5,513,586	46.96%	$ 4,302,932	28.14%
	Water Sales	$ 359,557	$ 2,508,039	44.88%	$ 2,287,518	9.64%
	Sewer Service	$ 423,492	$ 2,579,912	47.67%	$ 2,558,535	0.84%
Expenditures		$ 794,389	$ 5,423,013	46.18%	$ 5,977,147	-9.27%
Hotel/Motel:						
Revenues		$ 71,635	$ 460,218	45.17%	$ 442,216	4.07%
Expenditures		$ 4,500	$ 457,600	45.26%	$ 454,474	0.69%

Community Investment Plan	Project Budget	Current Month	P-T-D Expense	Budget Balance
Jefferson Lift Station	$ 6,389,793	$ 171,493	$ 6,210,280	$ 179,513
Broadway Lift Station	$ 500,000	$ 17,827	$ 382,932	$ 117,068
WWTP Clarifier/MCC Improvements	$ 4,229,700	$ 110,650	$ 2,476,692	$ 1,753,008
River Trail	$ 6,000,000	$ 150,365	$ 4,638,827	$ 1,361,173
Louise Hays & Lehman/Monroe Park	$ 2,683,915	$ -	$ 2,634,315	$ 49,600
Athletic Complex	$ 10,500,000	$ 9,950	$ 10,079	$ 10,489,921
Reuse Pond/Distribution	$ 14,100,000	$ 55,066	$ 761,877	$ 13,338,123

New Permits Issued:

	Res	Com
Oct	11	0
Nov	5	0
Dec	6	0
Jan	8	0
Feb	9	0
Mar	4	2
Apr		
May		
June		
July		
Aug		
Sept		
YTD	43	2

Housing (March)

Local:

544 active residential listings; 58 residential sales March 2016

$11,847,830 total residential sales dollars for March 2016

$35,270,431 total residential sales dollars Y-T-D for 2016

(Source: Kerrville Board of Realtors)

Unemployment: (February)

National	5.2%
Texas	4.3%
Local	3.4%

Consumer confidence: (March)

National	96.2	down 5.1% from 2015
Texas	99.1	down 22.1% from 2015

(Sources: State Comptroller/Workforce Alamo)